

Vol. 367, Part 3

27 March 2009

Pages 451 – 1036



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

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AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(No. IRC 1989 of 2008)

Before The Honourable Justice Schmidt

5 December 2008

VARIATION

1 Delete clause 2, Objectives, of the award published 25 May 2001 (324 I.G. 1210), and insert in lieu thereof the following:

2. Objectives

- (a) The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
- (i) service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
 - (ii) better management of overtime and sick leave; and
 - (iii) to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work
- (b) The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.
- (c) This award gives effect to the wage increases and other matters agreed between the parties as set out in the Memorandum of Understanding between the parties dated 2 December 2008.
2. Delete subclause (c) of clause 6, Wages and insert in lieu thereof the following:
- (c) The following wage increases are provided for in this Award in accordance with the Memorandum of Understanding between the parties dated 2 December 2008:
- (i) all classifications covered by this award are to receive:
 - a 3.9% from the first full pay period commencing on or after 1 July 2008;
 - a 3.9% from the first full pay period commencing on or after 1 July 2009;
 - a 3.9% from the first full pay period commencing on or after 1 July 2010.
3. Insert after subclause (e) of clause 7. Hours of Duty the following new subclause (f) and renumber existing subclauses (f) to (l) to read as (g) to (m):
- (f) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off

duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.

4. Delete clause 9, Overtime and insert in lieu thereof the following new clause:

9. Overtime

- (a) Employees are expected to work reasonable overtime in accordance with Clause 36 Reasonable Hours of this Award.
- (b) All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on public holidays shall be paid for at the rate of double time and one-half.
- (c) An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- (d) Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- (e) The employer must have processes in place for the formal release of employees from recall duty.
- (f) Employees who are not formally released and who are recalled again during the two hour minimum payment period are not entitled to any additional payment until the expiration of the two hour period.
- (g) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two hour minimum payment period, shall be entitled to another two hour minimum payment.
- (h) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (i) When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (j) An employee who works so much overtime:
 - (i) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
 - (ii) on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift;

shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be

entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (k) 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.
 - (l) All overtime worked by shift workers on Saturdays, Sundays and Public Holidays shall be paid for at the appropriate overtime rate prescribed in subclause (a) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.
5. Delete subclause (a) of clause 11, Accrual of Additional Days Off (ADOs), and insert in lieu thereof the following:
- (a) The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.

6. Delete clause 17, Relieving Other Members of Staff, and insert in lieu thereof the following:

17. Relieving Other Members of Staff

- (a) Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
 - (b) The payment shall be made on the following basis:
 - (i) Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position received is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
 - (ii) Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.
 - (c) This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.
7. Insert after subclause (d) of clause 30, Payment and Particulars of Wages, the following new subclause (e):
- (e) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (i) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that

rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(ii) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

8. Delete clause 32, No Extra Claims, and insert in lieu thereof the following:

32. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 2 December 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 6, Leave Reserved, of that Memorandum.

9. Delete subclause (a) of clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

- (a) This Award shall take effect on and from 1 July 2008 and shall remain in force thereafter for a period of three years.

10. Delete clause 41, Classification Structure, of Part B, Monetary Rates, and insert in lieu thereof the following:

41. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Classification	Rate at 01/07/2008 3.9% per week \$	Rate at 01/07/09 3.9% per week \$	Rate at 01/07/2010 3.9% per week \$
Administrative Assistant - Junior			
1st Year or at 16 Years	522.30	542.70	563.90
2nd Year or at 17 Years	545.60	566.90	589.00
Administrative Assistant - Grade 1			
1st Year	585.10	607.90	631.60

2nd Year	597.90	621.20	645.40
3rd Year	613.10	637.00	661.80
4th Year	639.80	664.80	690.70
5th Year	662.50	688.30	715.10
Administrative Assistant - Grade 2			
1st Year	686.40	713.20	741.00
2nd Year	702.40	729.80	758.30
3rd Year	713.90	741.70	770.60
4th Year	730.20	758.70	788.30
Administrative Assistant - Grade 3			
1st Year	743.80	772.80	802.90
2nd Year	763.40	793.20	824.10
3rd Year	795.70	826.70	858.90
4th Year	813.10	844.80	877.70
Administrative Assistant - Grade 4			
1st Year	831.20	863.60	897.30
2nd Year	848.70	881.80	916.20
3rd Year	866.80	900.60	935.70
4th Year	884.80	919.30	955.20
Pay Clerks - Grade 3/4			
1st Year	851.60	884.80	919.30
2nd Year	925.60	961.70	999.20
Pay Clerk - Senior			
1st Year & Thereafter	975.70	1013.80	1053.30
Senior Administrative Assistant - Grade 1			
1st Year	902.00	937.20	973.80
2nd Year	924.10	960.10	997.50
Senior Administrative Assistant - Grade 2			
1st Year	952.10	989.20	1027.80
2nd Year	975.70	1013.80	1053.30
Senior Administrative Assistant - Grade 3			
1st Year	1008.10	1047.40	1088.20
2nd Year	1033.00	1073.30	1115.20
Administrative Officer - Grade 1			
1st Year	1071.30	1113.10	1156.50
2nd Year	1100.40	1143.30	1187.90
Administrative Officer - Grade 2			
1st Year	1118.50	1162.10	1207.40
2nd Year	1148.10	1192.90	1239.40
Administrative Officer - Grade 3			
1st Year	1185.20	1231.40	1279.40
2nd Year	1221.60	1269.20	1318.70
Senior Administrative Officer - Grade 1			
1st Year	1270.50	1320.00	1371.50
2nd Year	1307.40	1358.40	1411.40
Senior Administrative Officer - Grade 2			
1st Year	1348.20	1400.80	1455.40
2nd Year	1388.90	1443.10	1499.40
Computer Operator - Grade 1			
1st Year	701.50	728.90	757.30
2nd Year	719.40	747.50	776.70
3rd Year	747.20	776.30	806.60
4th Year	766.00	795.90	826.90
Computer Operator - Grade 2			
1st Year	772.00	802.10	833.40

2nd Year	819.80	851.80	885.00
3rd Year	848.10	881.20	915.60
Computer Programmer			
1st Year	1006.00	1045.20	1086.00
2nd Year	1069.10	1110.80	1154.10
3rd Year	1182.10	1228.20	1276.10
4th Year	1268.10	1317.60	1369.00
Operations Centre Communications Assistants			
Trainee	819.80	851.80	885.00
1st Year	873.40	907.50	942.90
2nd Year	892.70	927.50	963.70
3rd Year	911.40	946.90	983.80
4th Year	930.80	967.10	1004.80
Operations Centre Assistant Supervisor			
1st Year	886.00	920.60	956.50
2nd Year	904.80	940.10	976.80
3rd Year	923.90	959.90	997.30
4th Year	942.90	979.70	1017.90
Operations Centre Senior Supervisor			
1st Year	961.40	998.90	1037.90
2nd Year	985.10	1023.50	1063.40

11. This variation shall take effect on and from 1 July 2008.

M. SCHMIDT *J*

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BRADFIELD COLLEGE (DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1617 of 2008)

Before Commissioner McLeay

6 November 2008

REVIEWED AWARD

1. Arrangement

This award is arranged as follows:

Clause No.	Subject Matter
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Section 1 - Application and operation of award

1. Arrangement
2. Title
3. Definitions
4. Area, Incidence and Duration
5. Introduction

Section 2 - Type and categories of employment, employment relationship

6. Employment Arrangements and Right of Return
7. Types of Employment
8. Full time Employees
9. Part-time Employees
10. Casual Employees
11. Payment for Related Duties - Casual Employees
12. Learning Co-ordinators

Section 3 - Performance and Development

13. Teacher Quality
14. Training and Professional Development

Section 4 - Wages and related matters

15. Qualification and Experience Requirements
16. Remuneration
17. Salary packaging
18. Travelling Time and Travelling Expenses

Section 5 - Hours of work

19. College Year
20. Hours of Work

Section 6 - Leave

21. Annual Leave
22. Extended Leave and Long Service Leave
23. Sick Leave
24. Family and Community Service Leave
25. Personal Carers Leave
26. Adoption, Maternity and Parental Leave
27. Other Leave

Section 7 - Work Environment

28. Occupational Health and Safety
29. Occupational Health and Safety - Labour Hire and Contract Businesses
30. Anti-Discrimination

Section 8 - Dispute resolution and facilitative provisions

31. Dispute Resolution Procedures
32. Educational Initiatives
33. Industrial Rights
34. Deduction of Union Membership Fees
35. No Further Claims

SCHEDULES

- Schedule 1 - Annual Salaries
- Schedule 2 - Hourly Rates for Casual Teachers and Coordinators
- Schedule 3 - Team Leader Allowance
- Schedule 4 - Excess Travel and Compensation for Travel on Official Business

2. Title

This award shall be known as the Bradfield College (Department of Education and Training) Salaries and Conditions Award 2006.

3. Definitions

- 3.1 "Assistant Director" means a person appointed to a position designated as such.
- 3.2 "College calendar" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.
- 3.3 "Casual employee" means a teacher, coordinator or counsellor who does not have a regular program and is engaged and paid on an hourly basis.
- 3.4 "Director" means the Director of Bradfield College.
- 3.5 "Director-General" means the Director-General of the NSW Department of Education and Training.
- 3.6 "Department" means the NSW Department of Education and Training.
- 3.7 "Division" means the TAFE Commission Division of the NSW Government Service.
- 3.8 "Division Head" means the Division Head of the TAFE Commission Division of the NSW Government Service.

- 3.9 "Employee" means a teacher, learning coordinator, counsellor or assistant director who is temporarily engaged at Bradfield College for a period of up to three years.
- 3.10 "Employer" means the Director-General of the NSW Department of Education and Training and the Division Head of the TAFE Commission Division.
- 3.11 "Excess hours" means actual teaching hours in excess of a normal teaching load.
- 3.12 "Full time employee" means an employee who is engaged to work the hours provided by clause 20 Hours of Work.
- 3.13 "Learning Co-ordinator" means a person appointed to a position responsible for the educational and administrative leadership of specified areas within the College.
- 3.14 "Northern Sydney Institute" comprises the following colleges - Bradfield, Crows Nest, Hornsby, Meadowbank, North Sydney, Northern Beaches and Ryde.
- 3.15 "Officer" means a person employed in the TAFE Commission Division or the Teaching Service other than as a temporary or casual employee and who is employed on a full time or part time basis at Bradfield College.
- 3.16 "Operating days" includes every day of the week except Sunday and public holidays.
- 3.17 "Parties" means the Director-General of the NSW Department of Education and Training, Division Head of the TAFE Commission Division and the General Secretary of the New South Wales Teachers Federation.
- 3.18 "Part time employee" means an employee who is engaged to work for less than the ordinary working hours of a full time employee and who has a regular program.
- 3.19 "Period of engagement" means the period, up to three years, for which an employee is temporarily engaged to work at Bradfield College.
- 3.20 "Regular program" means the duties allocated to full time and part-time employees including teaching duties and duties incidental to teaching as part of a pre planned program for the academic year or part thereof.
- 3.21 "TAFE" or the "TAFE Commission" means the Technical and Further Education Commission.
- 3.22 "Teacher" means a person or officer who is employed in a full-time, part-time or casual teaching position at Bradfield College to assist the Director in the work of the College.
- 3.23 "Teachers Federation" means the New South Wales Teachers Federation.
- 3.24 "Teaching Service" means the Teaching Service of New South Wales.
- 3.25 "Team leader" means a teacher selected by the Director to co-ordinate a team of teachers responsible for the educational instruction, student welfare and vocational needs of students.

4. Area, Incidence and Duration

- 4.1 This award applies to employees temporarily engaged to work at Bradfield College.
- 4.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Bradfield College (Department of Education and Training) Salaries and Conditions Award 2006 published 26 January 2007 (361 I.G. 1404), as varied.

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 6 November 2008.

4.3 This award shall remain in force until 31 December 2008.

5. Introduction

Bradfield College is a unique public educational institution. The salary, leave and working conditions of employees at the College are agreed by the parties to meet the current needs of the College and its teachers.

6. Employment Arrangements and Right of Return

- 6.1 All employees are employed on the basis of a temporary period of engagement of up to three years.
- 6.2 Employees will be employed under either the *Teaching Service Act 1980* or the *Public Sector Employment and Management Act 2002*.
- 6.3 An employee who was appointed as an officer with the Department or TAFE prior to accepting a temporary engagement at the College shall be eligible to return to another position with the Department or TAFE as appropriate.
- 6.4 A transferred officer shall be entitled to the benefits of Determination 1 of 2001 - Transferred Officers Compensation, pursuant to section 25 of the *Teaching Service Act 1980* or Determination 4 of 2001 - Transferred Officers Compensation, pursuant to section 16(1) of the Technical and Further Education Commission Act 1990 (or successor provisions).
- 6.5 Nothing in this award shall operate to remove the right of the Division Head/Director-General to transfer an employee of either TAFE or the Department, respectively, to another location.

7. Types of Employment

Employees will be engaged as either:

- (i) Full time employees
- (ii) Part time employees
- (iii) Casual employees

8. Full Time Employees

A full time employee is engaged to work the hours provided in clause 20 - Hours of Work and is paid at the appropriate rate in Schedule 1.

9. Part-Time Employees

Part time employees shall be entitled to all conditions of a full time employee on a prorata basis.

10. Casual Employees

- 10.1 Casual employees will be paid in accordance with this clause. It is the intention of the parties that no casual teacher shall be engaged at Bradfield to deliver the equivalent of a full time teaching program for 12 or more weeks in a semester except where a part time or full time employee is not able to be employed following recruitment action.

Except as expressly provided for elsewhere in this award, payment and working conditions of casual employees will be in accordance with the provisions for part time casual employees contained in the Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006 as

varied from time to time provided that payment will be made for approved hours of attendance. Relevant rates are extracted and contained in Schedule 2.

11. Payment for Related Duties - Casual Teachers

- 11.1 Casual teachers teaching a total of 10 or more hours in a week at Bradfield College or elsewhere in Northern Sydney Institute shall be entitled to payment for related duties, provided that they attend to perform the related duties. Such related duties shall be paid at the teaching duties rate according to the following table, consistent with the provisions for part time casual employees contained within the Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006:

Teaching Duties Hours	Related Duties Hours
19 hours or more per week	6 hours 20 minutes
18 hours	6 hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

- 11.2 Payment for related duties paid to casual teachers teaching 10 hours or more a week are for duties associated with the casual teacher's teaching section as well as for duties related to the casual teacher's direct teaching activities.

- 11.3 Duties associated with the casual teacher's teaching section as well as duties related to the casual teacher's direct teaching activities shall include:

attendance in the classroom before the commencement and after the completion of class

setting and marking of class tests

assessing and marking students' practical work

preparing special lectures and lecture demonstrations

completing records and returns

setting and marking assignments

initial recording of results

familiarisation with the syllabus

organisation of lesson plan

preparation of lesson notes, and teaching aids

making copies of notes

preparation for practical work, drawing and practical exercises

- 11.4 The apportionment of the related duties to be undertaken and the required attendance shall be by agreement between the casual teacher and their supervisor/s and become part of the teacher's approved program. Where practical, attendance is to be arranged so that the teacher can attend staff meetings, professional development and other related duties on the day/s the teacher is programmed to teach. Split shifts are not to be included as part of a casual teacher's approved program unless requested by the casual teacher.

- 11.5 Where the Director of Bradfield College or their representative, requests a casual teacher to attend the College to undertake or participate in:

a staff meeting and/or a learning area meeting

Bradfield College developments days and Bradfield College other professional development activities

Bradfield College January development day/s

Bradfield College information evening and projects

parent/teacher meetings

exam supervision and marking

report writing

at a time when the casual teacher is not scheduled to teach or perform related duties, the casual teacher who agrees to attend to undertake these activities will be paid at the Duties Other Than Teaching (DOTT) rate, as prescribed in Schedule 2, for the duration of the additional hours of agreed attendance. Casual teachers will continue to be paid at the part time casual teaching duties rate for their scheduled teaching and related duties hours.

- 11.6 From 5 February 2007, casual teachers teaching a total of 10 or more hours at Bradfield College or elsewhere in any Institute of TAFE shall be entitled to payment for related duties in accordance with clause 11.1.

12. Learning Co-ordinators

- 12.1 Learning Co-ordinators are responsible for the educational and administrative leadership of specified areas within the College. Where appointed, and as a minimum, Learning Co-ordinators shall be:

required to supervise a major discipline area within the College; or

responsible for curriculum development and student support directly linked to classroom practice across the College.

- 12.2 Recognising that the establishment and deletion of Learning Coordinator positions is at the discretion of the Director, an annual review of Learning Coordinator positions will include an assessment of:

- (a) current and future curriculum needs
- (b) supervisory responsibilities
- (c) the duration of the position

13. Teacher Quality

- 13.1 To provide feedback on a teacher's performance, the Director or their nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal will be implemented as follows:

13.1.1 The Director, or their nominee, shall be responsible for annually reviewing the performance and development of teachers undertaking their work.

13.1.2 The TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) or its replacement shall apply to all teachers, except casual teachers.

13.1.3 The annual review for teachers shall be reported by way of the teacher assessment review form.

13.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

14. Training and Professional Development

- 14.1 The parties confirm their commitment to training and development for Bradfield College employees. The employees recognise their obligation to maintain and update skills.
- 14.2 The Director shall, following consultation with the employees, develop a training plan for the College which will take into account the individual training needs of teachers as identified by the annual review as provided for by subclause 13.1.2 of this award. The training plan will be reviewed annually by the Director in consultation with the employees.
- 14.3 Three days each year, during the standard term time for public schools and TAFE Institutes, shall be scheduled by the Director for the purpose of meeting system needs and those peculiar to the College.
- 14.4 The professional development scheme developed and implemented at Bradfield College will continue to operate. Individual performance shall be reviewed in accordance with that scheme on an annual basis. Individual training needs will be assessed and discussed in accordance with that scheme.

15. Qualification and Experience Requirements

- 15.1 All teachers will be required to hold a recognised teaching qualification that fulfils the same requirements with respect to academic qualifications as apply to teachers teaching the same Key Learning Areas or disciplines within the Department or TAFE as appropriate.
- 15.2 All teachers teaching the same disciplines as taught in TAFE will be required to fulfil the same requirements as apply to teachers teaching the same disciplines in TAFE.
- 15.3 All teachers teaching the same Key Learning Area(s) as those taught in the Department may be required to have a minimum of three years full time equivalent teaching experience in the Key Learning Area(s) that they will be required to teach at the College.

16. Remuneration

- 16.1 Salaries, rates of pay and allowances shall be paid in accordance with Schedules 1, 2 and 3.
- 16.2 A teacher appointed as team leader shall be paid an allowance as set out in Schedule 3 - Team Leader Allowance.
- 16.3 Determination of Starting Salary -

For the purposes of this clause, 'experience' shall mean:

any periods as a teacher in the Key Learning Area(s) or disciplines which the employee will be required to teach at Bradfield College in addition to the minimum specified in clauses 15.2 and 15.3;

- 16.3.1 All teachers appointed to Bradfield College shall commence at the rate prescribed for Level A in Schedule 1 unless they possess additional experience that justifies appointment at a higher level.
- 16.3.2 The determination of starting salary shall be made by the Director having regard to the provisions of clauses 16.3.3 and 16.3.4 of this award.
- 16.3.3 A teacher who was employed in the Teaching Service or TAFE Commission Division prior to engagement at Bradfield College shall commence on a Level that is not less than the salary the teacher was receiving pursuant to the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2006 or Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006 respectively.

16.3.4 In relation to the appointment of teachers to levels, the following shall apply:

Level A: Applicants with minimum qualifications and minimum experience.

Level B: Applicants with minimum qualifications and no less than 1 year of experience above the minimum requirement.

Level C: Applicants with minimum qualifications and no less than 2 years of experience above the minimum requirement.

Level D: Applicants with minimum qualifications and no less than 3 years of experience above the minimum requirement.

Level E: Applicants with minimum qualifications and no less than 4 years of experience above the minimum requirement.

Level F: Applicants with minimum qualifications and no less than 5 years of experience above the minimum requirement,

provided that, in exceptional circumstances, salary levels higher than the above can be approved by the Director, Northern Sydney Institute.

16.4 Movement Between Salary Levels -

16.4.1 A teacher at Bradfield College shall be entitled to progress or be maintained on the teacher salary scale or the salary level for a learning co-ordinator or assistant director position after each 12 months of service subject to the teacher demonstrating by means of annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. These shall be determined as provided for in Clause 13, Teacher Quality of this award.

16.4.2 Periods of full-time leave without pay greater than five days shall not be counted as service for the purposes of this clause.

16.5 Arrangements for employees to act in higher positions and to receive higher duties allowances shall be in accordance with provisions applicable to school teaching staff in the Teaching Service.

17. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Schedules 1 and 2 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

17.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to 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.

17.2 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.

17.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

17.3.1 any fringe benefits tax liability arising from a salary packaging arrangement and;

17.3.2 any administrative fees.

17.4 Where an 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:

17.4.1 Superannuation Guarantee Contributions;

17.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

17.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

18. Travelling Time and Travelling Expenses

Where an employee is required and authorised to travel on College business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 4 Excess Travel and Compensation for Travel on Official Business.

19. College Year

19.1 Bradfield College will operate for a period of 50 weeks in a calendar year, during which the College may be open and utilised to conduct educational programs, and have a two-week close-down period surrounding Christmas and the New Year. The dates of the close-down period will be determined annually by the Director.

19.2 Employees covered by this award shall not be required to be in attendance during the close-down period.

20. Hours of Work

20.1 The parties agree to a flexible and adaptive approach in relation to working hours and working arrangements for Bradfield College. These arrangements are based on the averaging of weekly teaching hours for full time:

Teachers	- 20 hours;
Team leaders	- 20 hours;
Learning Co-ordinators	- 14 hours;
Assistant Directors	- a minimum of 4 and a maximum of 8 hours,

over a period of up to 12 weeks. By agreement with the Director, employees may also enter into an arrangement whereby a program, including excess teaching hours, may be worked and accumulated in accordance with the provisions of subclause 20.6 hereof.

20.2 An employee's program of teaching shall be agreed prior to the commencement of each term between the employee and the Director and recorded by the teacher on the appropriate Establishment Control (EC) form, or other form(s) as may be required for payroll purposes.

20.3 The daily span of working hours in the College for employees under this award is between 7.30 a.m. and 10.00 p.m. on Monday to Friday inclusive and from 7.30 a.m. to 6.00 p.m. on Saturday, provided that an employee cannot be required to work in excess of eight hours on any one day without the agreement of that employee.

20.4 Employees may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, provided that by agreement of the Director, weekly attendance requirements may be met in four days per week. Should an employee be required to work on a Saturday, the Director may, if requested, provide in the employee's program for two consecutive duty free days a week.

- 20.5 Full time employees shall attend for work 420 hours over a 12-week work cycle of 72 operating days, provided that:
- 20.5.1 no employee will be required to be in attendance for more than 60 operating days;
 - 20.5.2 an employee may, with the agreement of the Director, attend at the College for less than 420 hours in a 12-week cycle but, in any case, shall attend at the College for no less than 360 hours over a 12-week cycle;
 - 20.5.3 no teacher (including any teacher designated as a team leader) shall be required to teach more than 24 hours in any one week;
 - 20.5.4 no learning co-ordinator shall be required to teach more than 18 hours each week;
 - 20.5.5 no assistant director shall be required to teach more than 8 hours each week.
- 20.6 By agreement between the employee and the Director prior to the commencement of the term, a program may be entered into which includes teaching hours in excess of a normal load. Such hours may be accumulated to a maximum of 35 hours and then taken as time in lieu, provided that:
- 20.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.
 - 20.6.2 Where an employee is unable to take the time in lieu before the end of the 12 week accumulation period or the end of the vacation period immediately following the term during which the hours were accumulated (whichever is the sooner), then such teaching hours as are accumulated shall be paid for at the casual teaching rate as set out in Schedule 2 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors.
 - 20.6.3 Where, with the agreement of the Director, incidental time associated with programmed excess teaching hours has been worked at the College and recorded by the teacher on the appropriate Establishment Control (EC) form, it may be counted towards time in lieu arrangements.
 - 20.6.4 No employee shall be required to work beyond the limitations set out in subclause 20.5 hereof.
- 20.7 Emergency excess teaching hours occur when there is an unplanned absence of a teacher and another teacher agrees to take a class with less than 24 hours notice. In such circumstances, emergency excess teaching hours shall be paid for at the casual teaching rate as set out in Schedule 2 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors.
- 20.8 Where employees, other than casual employees, are requested to work on approved Bradfield College activities which require their attendance on Sundays or public holidays, they shall be eligible for compensatory leave.
- An employee shall not unreasonably refuse to work at this time.
- Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the employee is directed to be in attendance at the activity.
- Compensatory leave is to be taken as time in lieu within a reasonable time after the activity and at a time negotiated with the Director, and may be taken in conjunction with annual leave to credit.
- 20.9 Employees may not be directed to undertake teaching duties for more than 14 consecutive weeks without taking a break of at least one week, or may not elect to undertake such duties for more than 18 consecutive weeks without taking a break of at least one week from teaching duties. During the break employees may, for example:

take annual leave or other leave to credit;

- undertake professional development;
- undertake duties incidental to teaching;
- undertake administrative duties; or
- undertake other duties as assigned by the Director.

20.10 The Director (in consultation with the employees) may vary the combination of working hours to suit the needs of Bradfield College or the employees.

21. Annual Leave

21.1 Subject to the provisions of the *Annual Holidays Act 1944*, employees, other than casual employees, of the College shall be entitled to annual leave as follows:

21.1.1 Twenty working days annual leave per annum (which accrues at the rate of one and two-thirds working days per month), subject to each employee accruing not more than 30 working days annual leave.

21.1.2 Annual leave will be taken at a time and for a period agreed between the employee and the Director.

22. Extended Leave and Long Service Leave

22.1 Officers shall retain their extended leave to credit as at the date of their engagement at Bradfield College.

22.2 Extended leave or long service leave shall be granted in accordance with the following:

- (a) for employees who are officers in the Teaching Service: the Teaching Service Act 1980 and Determination 6 of 2006 Salaries and Particular Leave Provisions for Bradfield College Employees, pursuant to section 13 of the *Teaching Service Act 1980*,
- (b) for full time employees or officers in the TAFE Commission Division: the *Public Sector Employment and Management Act 2002* and the Extended Leave Policy (TAFE Gazette No. 44, 9 November 1994) or its successor,
- (c) for casual employees and part time employees who are not officers: the *Long Service Leave Act 1955*.

23. Sick Leave

23.1 Employees, other than casual employees, are entitled to sick leave at the rate of 15 working days paid sick leave per year, i.e., 1 January to 31 December. The full annual entitlement is available from 1 January each year. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.

23.2 An officer who had an entitlement to cumulative sick leave on appointment to Bradfield College shall retain such entitlement for use when required.

23.3 Where the sick leave balance to be transferred is expressed in hours (for example if accrued in prior employment as a casual employee) the balance must be converted to days using the formula:

Sick leave balance to be transferred in hours

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24. Family and Community Service Leave

24.1 The Director may grant paid family and community service leave to an employee, other than a casual employee, for reasons related to:

- (i) family responsibilities of the employee; or
- (ii) the performance of community service by the employee; or
- (iii) personal emergencies

24.2 Quantum - The amount of family and community service leave available to an employee shall be:

- (i) during the first 12 months of service - three working days;
- (ii) after completion of 12 months service - six working days in any two year period; and
- (iii) after completion of two years service - nine working days in any three year period.

Where family and community service leave is exhausted, sick leave in accordance with subclause 25.1 may be used.

Where family and community service leave has been exhausted, additional such leave up to two days may be granted on a discrete "per occasion" basis on the death of a family member (as defined in subclause 25.2).

24.3 An officer who is engaged at Bradfield College shall have their previous service with the Department or TAFE recognised for the purpose of calculating the leave entitlement pursuant to subclause 24.2.

25. Personal Carer's Leave

25.1 An employee may use the available sick leave from the current year, plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or a statutory declaration that the illness is such as to require the care of another person for a specific period. The choice of medical certificate or statutory declaration is the employee's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given by the employee.

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

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:

a spouse of the employee; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

a relative of the employee who is a member of the same household where, for the purposes of this section:

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

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

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

An employee shall, wherever practicable, give the Director 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 College Director of such absence at the first opportunity on the day of absence.

- 25.3 Use of Other Leave - To care for an ill family member, an employee may also use annual leave, extended leave or unpaid leave with the consent of the Director.
- 25.4 Use of Time in Lieu - To care for an ill family member, an employee may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.
- 25.5 Use of Make-up Time - To care for an ill family member, an employee may, with the supervisor's consent, elect to work "make-up time". This means the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.

26. Adoption, Maternity and Parental Leave

Employees shall be entitled to adoption, maternity and parental leave in accordance with the TAFE

NSW Adoption, Maternity and Parental Leave Procedures.

27. Other Leave

Employees, other than casual employees, shall be entitled to the following forms of leave in accordance with the policies published in the TAFE Commission Gazette, as amended from time to time:

Leave Type	TAFE Commission Gazette
Trade union activities	No. 4 of 1993
Special leave*	No. 4 of 1993
Military leave	No. 10 of 2004
Study leave	Nos. 31 and 36 of 1991, No. 49 of 1992

* Under the Special Leave policy casual teachers may, in some circumstances, be entitled to special leave.

28. Occupational Health and Safety

- 28.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the Occupational Health and Safety Act 2000 and other relevant occupational health and safety legislation.
- 28.2 Management of the College have an obligation to ensure that appropriate prevention and management systems are in place to effectively manage health and safety issues, including the provision of protective clothing and equipment, risk assessment, risk management and the provision of relevant training.

- 28.3 All employees are required to co-operate with management in the maintenance of a safe and healthy work environment. Where employees have undertaken relevant training, they shall apply their training in the workplace.

29. Occupational Health and Safety - Labour Hire and Contract Businesses

- 29.1 For the purposes of this clause, the following definitions shall apply:

29.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

29.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 29.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

29.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

29.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

29.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

29.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 29.3 Nothing in this clause 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.

- 29.4 Disputes Regarding the Application of this Clause

29.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

29.4.2 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 or its successor.

30. Anti-Discrimination

- 30.1 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.

- 30.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 30.3 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 or unlawful discrimination or harassment.
- 30.4 Nothing in this clause is to be taken to affect:
- 30.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 30.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 30.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
- 30.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 30.5 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.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 31.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, the employee and/or Teachers Federation workplace representative shall raise the matter with the Director/Assistant Director as soon as practicable.
- 31.1.2 The Director/Assistant Director will discuss the matter with the employee and/or Teachers Federation representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.1.3 Should the procedures in 31.1.2 be unsuccessful in producing resolution of the dispute, question or difficulty, then the employee and/or the Teachers Federation representative may raise the matter with an appropriate officer at institute or regional level with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time for proceeding.
- 31.1.4 Where the procedures in 31.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Deputy Director-General, Workforce Management and Systems Improvement of the Department and the General Secretary of the Teachers Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

32. Educational Initiatives

The parties agree that, during the term of this award, they will work co-operatively to develop and implement agreed strategies aimed at improving the productivity of the College.

33. Industrial Rights

- 33.1 An accredited Teachers Federation representative at the College shall, upon notification thereof to the Director, be recognised as an accredited Teachers Federation representative.

- 33.2 An accredited Teachers Federation representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 33.3 An accredited Teachers Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Teachers Federation official.

34. Deduction of Union Membership Fees

- 34.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 34.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 34.3 Subject to 34.1 and 34.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 34.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

35. No Further Claims

Except as provided by the *Industrial Relations Act* 1996, there shall be no further claims prior to 31 December 2008 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.

SCHEDULES

Schedule 1 - Annual Salaries

Classification	Salary from the first pay period to commence on or after 1.1.06 \$	Salary from the first pay period to commence on or after 1.1.07 \$	Salary from the first pay period to commence on or after 1.1.08
Increase	3 %	3%	3%
Teacher Level A	55,777	57,450	59,174
Teacher Level B	59,753	61,546	63,392
Teacher Level C	63,397	65,299	67,258
Teacher Level D	65,883	67,859	69,895
Teacher Level E	70,854	72,980	75,169
Increase	4.5%	4.5%	4%
Teacher Level F	76,589	80,036	83,237
Increase	4%	4%	4%
Learning Coordinator	86,599	90,063	93,666
Assistant Director	95,260	99,070	103,033

Schedule 2 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors

	Hourly rate as from the first pay period to commence on or after 1.1.06 \$	Hourly rate as from the first pay period to commence on or after 1.1.07 \$	Hourly rate as from the first pay period to commence on or after 1.1.08 \$
Teaching Duties	59.68	62.37	64.86
Co-ordination/ Consultancy Duties	56.11	58.63	60.98
Counsellors	49.19	50.67	52.19
Duties Other Than Teaching (DOTT)	47.12	49.24	51.21

Schedule 3 - Team Leader Allowance

	Rate as from the first pay period to commence on or after 1.1.06 \$	Rate as from the first pay period to commence on or after 1.1.07 \$	Rate as from the first pay period to commence on or after 1.1.08 \$
Increase	4%	4%	4%
Team Leader Allowance per annum	3,421	3,558	3,700

Schedule 4 - Excess Travel and Compensation for Travel on Official Business

1. Definitions -

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one college, campus or other workplace to another.

1.1.2 "Headquarters" means Bradfield College.

1.1.3 "Teacher" means all persons or officers employed in a full time, part time or casual teaching position at Bradfield College to assist the Director in the work of the College.

1.1.4 "Teaching Program" means the teacher's approved program. This includes direct teaching and other duties as well as approved releases (eg for prescribed course of teacher education) and would normally be the program as approved by the teacher's supervisor

2. Introduction -

- 2.1 Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
- 2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 2.3 The use of a teacher's private motor vehicle on official business is not mandatory.

3. Excess Travel Time -

- 3.1 When a teacher, in order to perform their teaching program is required to travel outside the teacher's duty hours:

from the teacher's home to a college, campus or other workplace; and/or

from a college, campus or other workplace to the teacher's home; and/or

between colleges, campuses or other workplaces on any one day; and/or

between parts of a college, campus or other workplace which are at different sites; and/or

between colleges, campuses, institutes or other workplaces and any annexes of a college, campus, institute or other workplace which are at different sites,

and where the teacher is not granted by mutual arrangement between the teacher and the College time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the teacher shall be paid for excess time occupied in travelling, in accordance with this Schedule but subject to the following conditions:

- 3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.

- 3.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.

- 3.1.3 Travelling time shall not include any period of travel between:

(i) 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and accommodation has been provided for the teacher; or

(ii) 11.00pm on any one day and 6.00am on the following day for a teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the teacher has travelled overnight and accommodation has been provided for the teacher.

- 3.1.4 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.

- 3.1.5 No time spent in performing duties shall be counted as travelling time.

- 3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

- 3.2.1 For full time teachers:

$$\text{Annual salary} \quad \times \quad \frac{7}{365} \quad \times \quad \frac{1}{35}$$

- 3.2.2 For part time casual teachers:

Duties Other Than Teaching (DOTT) rate

- 3.3 Payment for Excess Travel -

- 3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 9 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one college, campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

3.3.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Km	Deduction Km
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

3.3.4 Provided that when the above deduction in subclause 3.3.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

3.3.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.

3.3.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.

- (i) If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

- (ii) Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.

3.3.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes travel between the sites is required.

3.3.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

4. Waiting Time -

4.1 Where a teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:

4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.

4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:

- (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
- (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,

and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the College year or travel a minimum of 400 kilometres during the College year, except where:

5.1.1 an official vehicle is available;

5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

5.2 Where a teacher commences duty other than at the start of the College year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.

5.3 The rate paid is that specified at clause 9 of this schedule.

6. Casual Rate -

6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:

6.1.1 an official vehicle is available;

6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 Circumstances where teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.

6.3 The rate paid is that specified in clause 9 of this Schedule.

7. Payment of 2601 cc or more Motor Vehicle Rate -

7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.

7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.

7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

8.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 8.2 Provided that when the above deduction in subclause 8.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.4.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 8.4.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.5 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes, travel between the sites is required.
- 8.6 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

9. Official Business and Casual Rates -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601- 2600 cc	27.4	
	2601 cc or more	29.5	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 (357 I.G. 1108) or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

CEMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2077 of 2008)

Before Commissioner Cambridge

11 November 2008

VARIATION

1. Delete subclause (iv) of clause 4, Rates of Pay, of the award published 19 November 2004 (347 I.G. 348), and insert in lieu thereof the following:
 - (iv) 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**

A. Quarries	
	Rates per week (SWC 2008) \$
Drill Operator	576.30
Shot Firer	576.30
Crushing and Conveyor Plant Attendant -	583.90
Labourer - Building Trades; Greaser; Fettler	566.50
Plantperson (crushing and conveying)	571.70
Operator of rear, bottom or side dumps with carrying capacity of:	
Up to 20 tonnes	602.10
Over 20 and up to 40 tonnes	613.40
Over 40 and up to 70 tonnes	623.70
Over 70 tonnes	
B. Materials Receiving, Raw Milling, Kilns and Cement Mills	
Burner	604.10
Cement Miller	581.40
Plant Attendant	574.00
C. Laboratory	
Mechanical Tester	586.90
Process Tester	589.70
General Tester	567.70
D. Despatch	
Despatch Section Attendant	583.50

Bulk Loader Stock House Attendant	576.20
E. General	
Labourer - Building trades;	
Fettler; Jackhammer operator	566.50
Vacuum Plant Operator	571.50
Operator - Mechanical Road Sweeper; Dump Car Operator	569.40
Mechanical Sweeper Operator	564.40
Storeperson	576.20
Greaser - Planned Maintenance (Portland)	567.70
Brush Hand; Gardener	570.60
Amenities Block Attendant	567.50
Cleaner; Greaser; General Labourer	564.20
Tractor Driver - 26KW	572.90
Forklift Operator	583.50
Driver of a vehicle with a carrying capacity of:	
Up to 2 tonnes	571.50
Over 2 tonnes and up to 3 tonnes	575.50
For each additional tonne up to 8 tonnes	0.934
For each additional tonne over 8 and up to 10 tonnes	0.753
For each additional tonne over 10 and up to 12 tonnes	0.563
NOTE: Motor lorry driver whilst engaged in driving work outside the works (not including ash dumping) shall be paid at the minimum rates prescribed by the Transport Industry (State) Award, in force from time to time.	
F. Engine Drivers, Plant Operators, etc.	
Rubber Tyre Tractor - Power Operated Attachment to 37KW	577.80
Front End Loader Driver -	583.30
Relief Operator	582.90
G. Maintenance	
Boilermaker, Fitter, Machinist 1st Class, Motor Mechanic, Turner	632.40
Mechanical Tradesperson - Special Class	670.00
Welder -	
Special Class	638.10
1st Class	632.40
Electrical Fitter	683.10
Electrical Mechanic	683.10
Electronic Instrument Fitter	713.50
Electronic Tradesperson	752.50
Electrician's Assistant	603.90
Rigger and/or Splicer	606.50
Dogperson and/or Crane Chaser	583.50
Dogperson and/or Crane Chaser - Mobile Equipment	597.40
Beltperson/Greaser	587.40
Belt Repairer	602.50
Tradesperson's Assistant	577.80
Mobile Crane Driver - 5 to 10 tonnes	601.30
Bricklayer	634.60
Carpenter	634.60
Painter	634.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	4(ii) "A"	Electrical Tradesperson	32.15/wk	33.45/wk
2	4(ii) "B"	Possessing the NSW Electrical Mechanic's Licence	17.30/wk	18.00/wk

3	4(iii)	Tool Allowance	Per Week	Per Week
4		Bricklayer	12.75	13.30
5		Carpenter or Plumber	17.90	18.65
6		Painter or Signwriter	17.90	18.65
		Electrical or Metal Tradesperson	13.30	13.85
7	4(iii)I	Leading Hands	Per Week	Per Week
8		In charge of 1-5 employees	23.60	24.55
9		In charge of 6-15 employees	34.10	35.45
		In charge of 16 or more employees	44.60	46.40
10	4J	Disability Allowance	43.30/wk	45.05/wk
11	5(ii)	First aid allowance	3.10/day	3.20/day
12	5(iii)	Cleaning/repair of roofs & working in precipitator	0.80/hr	0.83/hr
13	5(iv)	Use of explosive powered tools	1.05/hr	1.10/hr
14	5(v)	Assist in alteration/repair to kilns/refractory work	1.65	1.70
15	5(vi)	Preparation/application to epoxy based materials	0.61/hr	0.63/hr
16	5(vi)	In building when air-conditioning plant is not working	Additional 0.37/hr	Additional 0.38/hr
17	5(vi)	In close proximity to employees so engaged	0.46/hr	0.48/hr
18	5(vii)	Spray painting in other than a properly constructed booth	0.46/hr	0.48/hr
19	5(viii)	Employed upon any chokage (oil); required to open up soil/waste/drain pipe or scupper conveying offensive material	5.35 per day or part thereof	5.55 per day or part thereof
20	5(ix)	Electrical Tradesperson - fault finding, repair, testing at component level	4.90/day	5.10/day
21	5(xi)	Barring down quarry face on rope	3.45/day	3.60/day
22	23(i)	Meal Money (notified)		
		Work overtime for more than two hours	11.05	11.65
23	23(I)	Work extends into second or subsequent break	11.05	11.65

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 Case 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 11 November 2008.

I. W. CAMBRIDGE, Commissioner.

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(083)

SERIAL C6958

CEMENT MIXERS AND CONCRETE WORKERS, CENTRAL BATCH PLANTS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2076 of 2008)

Before Commissioner Cambridge

11 November 2008

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award 12 January 2001 (321 I.G. 546), and insert in lieu thereof the following:

4. Arbitrated Safety Net 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 Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Current Rate \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Grade 1 - Trainee	584.00	23.36	607.40
Grade 2 - Plant Assistant	603.30	24.13	627.40
Grade 3 - Batching	633.60	25.34	658.90
Grade 3(a) - Single Batcher in a manual plant with more than 15 delivery vehicles	641.00	25.64	666.60
Grade 3(b) Field Sampling and Testing	641.60	25.66	667.30
Grade 4(a) Country Batch Plant Operator in plant with up to 9 delivery vehicles	647.90	25.92	673.80
Grade 4(b) Country Batch Plant Operator in plant with more than 9 and up to 15 delivery vehicles	655.90	26.24	682.10
Grade 5(a) Allocating plant with up to 9 delivery vehicles	647.90	25.92	673.80
Grade 5(b) Allocating Plant with more than 9 and up to 15 delivery vehicles	655.80	26.23	682.00
Grade 5(c) Allocating plant with more than 15 delivery vehicles	661.30	26.45	687.80

Grade 6(a) Allocating and batching plant with up to 9 delivery vehicles	655.80	26.23	682.00
Grade 6(b) Allocating and batching plant with more than 9 and up to 15 delivery vehicles	661.30	26.45	687.80
Grade 6(c) Allocating and batching plant with more than 15 delivery vehicles.	672.10	26.88	699.00

Table 2 - Allowances and Other Matters

Item No	Clause No	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	3(ii)	Leading Hands - In Charge of more than 2 and up to and including 5 employees and/or delivery trucks.	20.70	21.55
2	3(ii)	In charge of more than 5 and up to and including 10 employees and/or delivery trucks	23.05	24.00
3	3(ii)	In charge of more than 10 employees and/or delivery vehicles	31.35	32.60
4	3(iii)	Industry Allowance	22.85	23.75
5	16(viii)(a)(2)(B)	Attends work but is not required	1.50	1.55
6	17(iv)(a)	Board and lodging	389.85	405.05
7	17(iv)(b)	Living expenses maximum	389.85	405.05
8	17(vi)	Meal Allowance en route	11.35	11.09
9	17(vi)	Bed Allowance	56.05	58.25
10	19(iii)	First-Aid Allowance	2.25	2.35
11	22(i)	Travel Allowance	0.78 per km	0.83 per km
12	22(iii)	Travel Allowance	0.78 per km	0.83 per km
13	23(i),(iii)	First Meal	11.35	11.90
14	23(i),(iii)	Subsequent meal	9.60	10.05
15	29(iv)	Laundry Allowance	9.90	10.15

"Note": These allowances are contemporary for expense related allowances as at 30th March 2008 and for work related allowances are inclusive of adjustments in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 11 November 2008.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CLUB MANAGERS' (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1678 of 2008)

Before Commissioner Ritchie

2 December 2008

REVIEWED AWARD**1. Award Title**

This award shall be known as the Club Managers (State) Award 2008.

2. Arrangement**PART A**

This award is arranged as follows:

Clause No.	Subject Matter
34.	Accommodation
25.	Annual Leave
12.	Anti-Discrimination and Harassment
2.	Arrangement
3.	Area, Incidence and Duration
1.	Award Title
29.	Bereavement Leave
9.	Classifications and Wage Rates
5.	Definitions
6.	Duties and Responsibilities
32.	Emergency Service Leave (SES/RFS)
8.	Enterprise Flexibility Provisions
7.	Exemptions
16.	Expenses
42.	Further Negotiations
39.	Grievance and Dispute Procedure
18.	Higher Duties Allowance
19.	Hours of Work
33.	Jury service
26.	Long Service Leave
10.	Management Trainees
20.	Meal Break and Allowance
4.	No Extra Claims
17.	Motor Vehicle Allowance
22.	Overtime
29A.	Parental Leave
13.	Payment of Salaries
28.	Personal/Carer's Leave
30.	Professional Development Leave
24.	Public Holidays
11.	Part-time Employees
23.	Recall to Duty
40.	Redundancy

- 31. Reserve Forces Leave
- 15. Rights of Entry of Association Officials
- 21. Rostered Days Off
- 27. Sick Leave
- 41. Structural Efficiency
- 37. Superannuation
- 38. Termination of Employment
- 14. Times and Salaries Record
- 35. Uniforms
- 36. Workers' Compensation Insurance and Payments

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix A - Training requirements

3. Area, Incidence and Duration

- 3.1 It shall apply to all persons employed as Managers within clubs and Management Trainees, within the State of New South Wales, excluding the County of Yancowinna.
- 3.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Club Managers' (State) Award 2006 published 24 February 2006 (357 I.G. 501).
- 3.3 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 2 December 2008.
- 3.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

4. No Extra Claims

The parties agree that there shall be no further claims in relation to issues covered by the award, for the duration of this award, except as to agreed matters allowed by the *Industrial Relations Act 1996* or in accordance with the State Wage Case Principle.

5. Definitions

- 5.1 Association shall mean the Club Managers' Association.
- 5.2 Club or employer shall mean any Club registered under the provisions of the *Registered Clubs Act 1976*. Or is a Club that amalgamates with a Registered Club.
- 5.3 CMDA shall mean Club Management Development Australia.
- 5.4 Continuous service
 - 5.4.1 In calculating an employee's continuous service, the only absences counted as time worked are the following:
 - (a) up to 160 ordinary working hours in a twelve month period because of sickness or accident; (or proportionally less for a part-time employee);

- (b) long service leave that an employee takes under the *Long Service Leave Act* (NSW) 1955;
- (c) annual leave; and
- (d) any absence covered by workers compensation legislation.

5.4.2 The following events do not break an employee's continuous service:

- (a) sick leave;
- (b) non paid leave as the result of an accident of a reasonable duration;
- (c) leave lawfully granted by the employer; or
- (d) absence for a reasonable cause. (The employee must prove that the absence was reasonable).

5.4.3 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.

5.4.4 Any other absence from work does not break continuity of service unless the employer notifies the employee, in writing, within fourteen days of the employee returning to work after the absence. If an individual employee is absent, the employer must tell that employee by:

- (a) giving the notice to him or her personally; or
- (b) posting the notice to his or her last known address.

5.4.5 If a number of employees are absent because of collective action, continuity of employment will not be effected unless the employer gives advice by placing a notice in the place where the employer normally places general notices to employees that such continued action may affect the continuity of employment. The employer must also send a copy of the notice to the Association on the same day.

5.4.6 Continuous service is not affected if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

5.5 Employee shall mean any Manager (by whatever title), or Trainee Manager employed by the Club.

5.6 Gender - Words imparting the masculine gender also include the feminine gender, and unless the context otherwise indicates or requires words imparting the singular also include the plural and vice versa.

5.7 Gross annual revenue shall mean gross receipts from bar, dining areas, green fee and other miscellaneous income and net income from poker machines less any licence fee paid.

5.8 Management trainee shall mean an employee appointed as such by the Club's Board of Directors or Committee of Management or by a person, including the Club Manager, authorised to make such appointment, and engaged in management training subject to the provisions of 10.3 - Management trainee rates.

5.9 CLUBS NSW shall mean the trading name of The Registered Clubs Association of New South Wales.

5.10 Secretary/Manager, Club Manager, Manager, General Manager, Chief Executive Officer (which classifications are in this award collectively referred to as the Club Manager) shall mean an employee who is appointed by the club's Board of Directors or Committee of Management, or the governing body's duly appointed representative, to undertake the duties of the general management, promotion and supervision of the Club's activities, functions and business and the direction, supervision and control of all other staff employed therein, and without limiting the generality of the foregoing shall unless

otherwise directed by the Board, include any but not necessarily all of the areas cover in Clause 6. of this award.

6. Duties and Responsibilities

Standard of Conduct

6.1 Policy

6.1.1 Club Managers as defined in clause 5.10 are expected to achieve and maintain a high standard of work performance in order to set an example for other Club employees and ensure the confidence of Club members and their elected representatives on the Club's governing management committee.

6.2 Practice

6.2.1 Managers should perform their duties with professionalism and integrity by providing operational information to the Club's Board of Directors, in a timely manner.

6.2.2 All Managers shall be responsible for the administration and implementation of Club policies on a day-to-day basis. Club polices are as determined by the Club's Board of Directors.

6.2.3 If a manager finds that they have some personal, financial or other involvement which may lead to a conflict of interest they shall discuss the matter with the Club's Board of Directors or the duly appointed representative of the Board.

6.3 Managers shall be required to dress appropriately for the duties they perform and in accordance with the policy and culture of the Club.

6.4 Administration

6.4.1 Policy

The implementation of Club policy as laid down by the Board of Directors;

The implementation of Board of Directors' instructions;

Reporting to the Board of Directors, including a written report to the Board, on the running of the Club since the last monthly report was written;

Recommending courses of action to Board of Directors.

Prepare and maintain a Club "Business Plan" in consultation with the Board of Directors or delegated executive members of the Board

6.4.2 Secretarial

Organisation and control of office staff activities;

Supervision of wages preparation, and verification in accordance with industrial instruments and awards, where necessary, of employee's entitlements;

Supervision of preparation of up-to-date membership lists and registers;

Preparation of statutory returns relating to:

poker machines;

financial performance;

taxation;

licensing requirements.

maintenance of proper records, including preparation of accurate minutes.

6.4.3 Legal

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the Club, including but not limited to the regulation of the following issues:

Industrial Relations;

Corporations and Associations;

Taxation;

Trade Practices;

Liquor, Gaming and Food;

Workplace Health and Safety;

Discrimination;

Accommodation;

Security;

Registered Clubs.

6.4.4 Accounting

Supervision of accounting procedures, and where appropriate, preparation of accounts, and accounting procedures and maintenance (in conjunction with the Finance Manager or Club Accountant where applicable);

Preparation of annual accounts and annual reports;

Interpretation of financial results;

Preparation of budgets and the Office of Racing and Gaming returns.

6.4.5 Personnel/Human Resources

Establish, procedures and policies in relation to matters pertaining to positive employment practises;

Delegation of authority and responsibility to staff;

Explanation to, and general supervision of duties of subordinate managerial staff members;

The engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the Club, including but not limited to the regulation of the following issues:

Industrial Relations;

Income Taxation;

Occupational Superannuation;

Vocational Education and Training;

Affirmative Action;

Discrimination;

Workplace Health and Safety;

Annual and Long Service Leave;

Workers Compensation;

Negotiations with staff and/or unions, and problem resolution;

Training and development of staff;

Staff motivation (otherwise than by over-award payments and/or conditions, without prior Board approval);

Maintenance of effective employer/employee relations.

6.4.6 Bar operations

Responsibility for supervision of activities of Bar staff (in conjunction with the Beverage Manager, where applicable);

Supervision of liquor purchasing;

Supervision of stock control procedures;

Supervision of security of bar areas;

Responsibility for security of cash takings;

General control of effective and economical staff rostering;

Analysis and interpretation of bar trading results;

Responsibility for hygiene in bar areas; and

Responsibility for standard of liquor service.

Implementation of Responsible Service of Alcohol practices and procedures

6.4.7 Catering operations

Responsibility for supervision of activities of catering staff (in conjunction with the Catering Manager or Head Chef, where applicable);

Menu planning;

Dish costing;

Food preparation;

Food service techniques; and

Billing procedures.

Responsibility for supervision of food purchasing;

Responsibility for supervision of stock control procedures;

Responsibility for security of cash takings;

General control of effective and economical staff rostering;

Analysis and interpretation of food trading results;

Responsibility for hygiene in food service areas; and

Maintenance of up-to-date knowledge of new products, services and equipment.

6.4.8 Poker machine/ Gaming operations

Responsibility for supervision of activities of poker machine/gaming staff (in conjunction with the Gaming Manager, where applicable);

Maintaining up-to-date knowledge of models and their operations;

Make recommendations to the Board of Directors about gaming machine upgrades and replacements;

Arranging for maintenance and repairs;

Compilation of returns to statutory authorities;

Prevention of frauds;

Responsibility for supervision of cash takings procedures; and

Analysis and interpretation of trading results.

Responsibility for all other forms of gaming within the Club, including but not limited to; TAB facilities and Keno.

Implementation of practice and procedures for the Responsible Conduct of Gaming.

6.4.9 Premises operations

Responsibility for supervision, upkeep and maintenance of Club property, buildings and capital equipment in all Club areas (in conjunction with the Maintenance Manager, where applicable);

Responsibility for supervising cleaning operations in all Club areas;

Responsibility for checking of need and arranging for maintenance and repairs;

Responsibility for arranging for overall Club major maintenance and repairs, in accordance with expressed policy of the Board;

Planning and coordinating of activities in connection with renovations or extensions, in accordance with expressed policy of the Board;

Submission of samples and/or tenders for selection by the Board of furniture and fittings;

Responsibility for security for all stocks and moneys in the Club; and

Responsibility for security and safety of premises.

6.4.10 Club promotion

Responsibility for supervision of activities of promotional staff (in conjunction with the Marketing and Promotions Manager, where applicable);

By personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:

Handling of members' complaints;

Dealing with intoxicated members and guests;

Social activities with members.

Production of Members Newsletters and Journals.

Creation, Production and Implementation of Strategic Marketing Plans.

6.4.11 Club Entertainment/Functions.

Responsibility for Club entertainment (in conjunction with Entertainment/Functions Manager, where applicable);

Determine programmes and schedules for functions/entertainment

Engagement of artists, in accordance with Board policy;

Arranging and publicising Club entertainment and functions

6.4.12 Club Sporting/Greens and Course operations

Responsibility for supervision upkeep and maintenance of Club sporting facilities and capital equipment (in conjunction with the designated sports Manager, Greenkeeper or Course superintendent where applicable);

6.4.13 Club information and technology operations

Responsibility for supervision establishment, upkeep and maintenance of Club information and technology systems and capital equipment including but not limited to, Club Web site and computer hardware and soft ware systems (in conjunction with the designated IT Manager where applicable);

6.4.14 Club commitment and involvement with sporting, charity, and community activities.

Responsibility for Club sporting activities;

Liaison with Club sports associations;

Publicising Club sporting activities;

Provision of Club sporting equipment and facilities, as approved by the Board, in response to requests by internal Sports Committees.

Organisation, planning and promotion of Club functions.

Maintenance or establishment of Club's community activities, in accordance with the expressed policy of the Board;

Facilitating support to charities;

Establishing alternative areas of community involvement.

6.4.15 Club external relations

Maintenance or establishment of relations with organisations and Government departments;

Employers' associations;

Industrial unions;

Liquor licensing division;

Office of Gaming and Racing.

7. Exemption

This award does not apply to:

- 7.1 Clubs' Honorary Secretaries.
- 7.2 Clubs with a gross annual revenue of less than \$500,000.

8. Enterprise Flexibility Provisions

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 8.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 8.2 For the purpose of the consultative process the employees may nominate the Association.
- 8.3 Where agreement is reached an application shall be made to the Commission.

9. Classifications and Wage Rates

9.1 Classifications

- 9.1.1 The Management Committee of an employing Club shall establish an appropriate Management Classification level for management positions at their respective Club. Management employee shall be advised in writing of their classification level. Disputes arising from established classifications levels of individual managers may be dealt with in accordance with clause 39 of this award.

9.1.2 In compliance with the provisions of Sections 34A-34E of the *Registered Clubs Act* 1976, as amended from time to time. The minimum Classification level for managers appointed by the Board of Directors, or their duly authorised representative to manage a separate premise of the club shall be that of a Level 'B' Classification as prescribed in sub clause 9.1.5 of this clause.

9.1.3 From the commencement date of this award and subject to this Clause a management employee shall be classified and appointed as such in accordance with the nature of the job being performed, into any of the following classification levels;

9.1.4 Level "A" Manager

- (a) Directly supervises the work of other employees and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Indicative tasks of a Level "A" Manager include:

Supervision of staff in one or more sections of the Club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal.

Plan and implement improved work procedures.

Make recommendations to senior management or the management committee on staff including training requirements and staffing levels.

Decides in consultation with senior management or the management committee on the engagement, termination and promotion of non-managerial staff.

Trains non-managerial staff.

Supervises clerical work, maintains records including the use of computers.

Supervision of stock control and stocktaking.

Contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, and marketing.

Checks and supervises quality of services, hygiene and safety arrangements.

Checks equipment and facilities for maintenance, replacement and upgrading.

Checks, organises and implements security procedures.

Places supply orders and authorises payments within set procedures.

9.1.5 Level "B" Manager

- (a) Is in charge of a premise that is not the main premise of the Club, in accordance with 34A - 34E of the Registered Clubs Act;
- (b) Directly supervises the work of other employees and is supervised by more senior management;
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills required of a Level "A" Manager.

- (e) Indicative tasks of a Level "B" Manager include duties of a lower level plus:
- Establishes stock control levels, checks accuracy of stocktaking, evaluates suppliers, negotiates pricing and/or terms.
 - Sets quality standards for facilities, service, etc.
 - More complex checking than for a Level "A" employee, including the economical use of old plant and equipment or the need for new plant and equipment.
 - Implements and checks emergency procedures.
 - Organises training, evaluates training materials for non-managerial employees.
 - Consults with union delegates, requiring an accurate knowledge of industrial awards.
 - Collects statistics, analyses income; reads and understands computer system and user materials.
 - Authorises payments or expenditure according to Club procedures.
 - Updates security procedures.

9.1.6 Level "C" Manager

- (a) Directly supervises the work of other employees which may include other Managers and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills required of a Level "B" Manager.
- (d) Indicative tasks of a Level "C" Manager include duties of a lower level plus:
- Duty or House manager with established portfolio responsibilities.
 - Supervision of other managerial employees, including discipline, analysis of training needs, allocation of duties, performance appraisal.
 - Determine suitability of training courses and/or methods.
 - Negotiate about industrial issues with union delegates and other employees.
 - Designs information collection systems; consults with computer suppliers/advisers.
 - Plans emergency procedures.
 - Interprets and applies specific Board policy in the running of the Club
 - Assesses tenders and quotations; inspects works done on property; liaises with outside businesses.
 - Provide ideas for longer term financial planning.
 - Analyses income and expenditure for a number of the Club's operations; calculates costs and/or value of stock and sales.
 - Investigates financial irregularities

9.1.7 Level "D" Manager

- (a) Is in charge of a Club where the Manager is the sole paid member of management.
- (b) Where supervised by another Manager, duties are clearly within the scope of this level
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills of a Level "C" Manager.
- (e) Indicative tasks of a Level "D" Manager include duties of a lower level plus:

Ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes.

Organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment.

Implements marketing programs and activities.

Determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property.

Supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services.

Evaluates computer hardware.

Prepares agendas and proposals for consideration by the Board.

Establishes procedures that apply to the whole Club.

9.1.8 Level "E" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by another Manager/Managers; or
- (b) The Manager's duties are clearly within the scope of this level;
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills of a Level "D" Manager.
- (e) Indicative tasks of a Level "E" Manager include duties of a lower level plus:

Consults/Negotiates with employer and employee organisations about industrial problems, laws, regulations including formulation and implementation of practises and procedures relating to Club employees.

Negotiates legal requirements.

Prepares policy recommendations for the Board and assists the Board to decide policy; makes recommendations to the Board on Management staffing matters.

Prepares financial reports; co-ordinates annual reports.

Establishes financial procedures including authorisation for routine or regular payments.

Negotiates sales contracts/agreements.

Prepares marketing /promotional materials.

Evaluates and assesses Club requirements for computer (and related) hardware and software, and makes recommendations for the purchase, implementation and installation of such systems.

Represents the Club at speaking engagements, including annual meetings/Club meetings.

9.1.9 Level "F" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "E" Manager.
- (d) Indicative tasks of a Level "F" Manager include duties of a lower level plus:

Define industrial relations policy, negotiate about problems with union officials and implement procedures for resolution.

Design staff appraisal systems.

Liaise with media, government, chair meetings of outside groups (e.g. community groups).

Manage property maintenance and development contracts; negotiate with potential property developers.

9.1.10 Level "G" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "F" Manager.
- (d) Indicative tasks of a Level "G" Manager include duties of a lower level plus:

The characteristics of the clubs in which Managers at this level work require them to engage in more complex planning and design, and to have increased levels of accountability and responsibility.

9.1.11 Prescribed level of training

For the purpose of this Clause, prescribed level of training means:

- (a) Satisfactory completion of a training course in accordance with the guidelines listed in appendix A issued through Tourism Training Australia for that particular classification and accredited by the Department of Education, Science and Training; managers covered by this award may hold other professional qualifications, or
- (b) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in 9.1.11(a). Such assessment may be undertaken under the Recognition of Prior Learning (RPL) system approved by Tourism Training Australia.

- (c) If at the time of making this award, a manager is already competent in an area of management they will be able to have their skills and experience assessed against the same national competence standards used as the basis for the training modules. Managers will then achieve the module, just as if they had undertaken training, to enable them to receive national qualifications and satisfy the training requirements of this award.

9.2 Minimum rates

The rates of pay as set out in Table 1 - Rates of Pay - of Part B, Monetary Rates, shall be the minimum annual amount payable to employees within the named classification levels: Rates contained in Table 1.1 shall be payable from the first full pay period on or after 24th of October 2008.

9.3 Overaward Payment

"Overaward Payment" is defined as the amount (whether it be termed "Overaward payment," "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances and any other ancillary payments of a like nature prescribed by this award, unless otherwise specifically agreed via the provisions contained within a Management Agreement.

9.3.1 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 (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'
- (b) The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2007 decision.

9.4 Weekly wage equivalent

For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 shall be used and the resultant amount shall be taken to the nearest ten cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee shall be calculated on the weekly equivalent of the annual salary.

9.5 Salaries Exemption and Management Agreements

9.5.1 The provisions of clauses, 18 - Higher Duties Allowance, 19 - Hours of Work, 22 - Overtime, and 23 Recall to Duty shall not apply to employees who are in receipt of a salary of 30% in excess of the minimum annual salary rates for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.

9.5.2 The Provisions of clause 17 - Motor Vehicle Allowance, clause 18 Higher Duties Allowance, clause 19 - Hours Of Work, clause 20 - Meal Break and Allowance, clause 21 - Rostered Days Off, clause 22 - Overtime, clause 23 - Recall to Duty, clause 24 - Public Holidays, clause 27 - Sick Leave {sick leave shall be in accordance with the State Minimum as outlined in the New South Wales *Industrial Relations Act* 1996 Section 26(1)(a) and 26(1)(b)} and clause 35 - Uniforms, shall not apply to employees who are in receipt of a salary 50% in excess of the minimum annual salary rate for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.

9.5.3 Nothing in this award is intended to preclude a Manager and a Club from agreeing to conditions of employment ('Management Agreements') which are more beneficial to those provided in this award.

9.5.4 Where circumstances arise that require a Manager and a Club to agree to rates of pay and/or conditions that are less than those provided by this award, the Club and the Manager or their

representatives must apply to the Industrial Relations Commission of NSW for an exemption from the whole or part of this award in accordance with the provisions of section 18 of the NSW *Industrial Relations Act 1996*.

Notation: Assistance with developing Management Agreements is available from Clubs NSW and the Club Managers Association.

10. Management Trainees

- 10.1 The engagement of management trainees shall be mutually agreed upon in writing by the employing Club and the Club Managers Association.
- 10.2 When a Club, which employs a management trainee in accordance with this clause, the Club shall release the trainee for the equivalent of one day of each week of term for the purpose of achieving the required modules duly accredited under the National Qualification Framework. This training may be completed on a weekly or block release basis. Each such day shall be paid as for 8 ordinary hours worked.
- 10.3 The minimum rates payable for Management Trainees shall be the following percentages of the Level B Manager's rate

Percentage of Level B Rate	%
First year	90
Second year	95
Third year	97.5
Fourth year	100

- 10.4 Provided that when a management trainee is undertaking the required training as set by the CMDA and Clubs NSW, progression to the next year of service salary scale shall be dependent upon the trainee having acquired training levels for the preceding year.

11. Part Time Employees

- 11.1 Part-time employees may be engaged to work not less than 3 ordinary hours per week nor more than 37 hours per week, subject to the following provisions.
- The minimum number of hours worked on any one day shall be 3.
 - Such hours must be worked within a span of eleven hours.
 - Part-time employees shall be paid an hourly rate relative to the employee's classification number specified in Clause 9 'Salaries', of this Award.
 - Any part-time employee required to work on a public holiday shall be paid for all hours worked at the rate of double time and one-half the ordinary hourly time payable to a weekly employee, with a minimum payment as for four hours worked.
- 11.2 Employees shall be advised of the rostered working hours and rostered time off as soon as practicable, and in any event, by not less than seven days notice without the employee's consent, except in an emergency.
- 11.3 Notwithstanding the provisions of subclause 11.1 of this clause and clause 9 'Salaries', of this Award, the employer and the Club Managers Association may by mutual consent agree in writing to observe other conditions in order to meet special cases, which may include job sharing arrangements.

12. Anti-Discrimination and Harassment

- 12.1 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.

- 12.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in 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.
- 12.3 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.
- 12.4 Nothing in this clause is to be taken to affect:
- 12.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 12.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 12.4.3 any act or practice or a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
- 12.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

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

13. Payment of Salaries

- 13.1 Salaries shall be paid weekly, fortnightly or monthly during working hours, Monday to Friday. Payments that are to be made at intervals greater than fortnightly shall be by mutual agreement between the Club and the individual Manager.
- 13.2 By agreement between the employer and the employee, salaries may be paid by one of the following means:
- 13.2.1 cash;
- 13.2.2 cheque; or
- 13.2.3 payment into an employee's bank, building society, or credit union accounts. Provided that all charges associated with the fund's transfer are met by the employer and the employee's account is credited on the normal payday.
- 13.3 Upon termination of employment, eligible termination entitlements due to an employee must be paid on the date of such termination or forwarded to the employee by post within two working days.

14. Times and Salaries Record

In accordance with Section 123 of the *Industrial Relations Act* 1996, time sheets and pay sheets must contain the following particulars:

- 14.1 the full name of the employer and A.B.N. number;
- 14.2 the full names of the employees;
- 14.3 the occupation and classification of all employees under this award;
- 14.4 the date on which payment was made,
- 14.5 the period of employment to which the payment relates,
- 14.6 the gross amount of remuneration (including overtime and other payments),
- 14.7 the number of hours worked by each employee during the week;
- 14.8 the deductions made for tax, employee superannuation contributions;
- 14.9 the particulars of all other authorised deductions;
- 14.10 the net amount paid.

15. Rights of Entry of Association Officials

See Section 296,297,298 & 299 of the *Industrial Relations Act* 1996.

16. Expenses

- 16.1 An employee shall be reimbursed for all monies reasonably expended by him/her for and on behalf of the employer subject to Board policy or approval.
- 16.2 The Board of Directors or a duly appointed representative of the Board may pre determine the parameters for the usage of credit cards issued to the employee and advise the Club card holder of those parameters accordingly.

17. Motor Vehicle Allowance

- 17.1 Where an employee is required by the employer to use the employee's own motor vehicle for the performance of the employee's duties, and unless a higher rate is otherwise agreed to, the employee must be reimbursed for such use of their motor vehicle at the rate of 65.5 cents per kilometre. Subject to a maximum payment of \$288.20 in any one week, in which case the claim must be approved by the Board or a duly appointed representative of the Board. The relevant amounts payable are contained in Item 1 of Table 2 - other Rates and Allowances, of Part B Monetary Rates.
- 17.2 Vehicle allowance payments must be made weekly or at the end of such period as the employee and the employer agree on presentation of a written claim containing such particulars as the employer may reasonably require.

18. Higher Duties Allowance

- 18.1 An employee who is required to perform substantially all the duties of a higher position for one week or more shall be paid not less than the minimum rate prescribed for such higher position for all time so engaged.
- 18.2 An employee shall perform all reasonable and lawful directions of the Management of the Club as properly authorised by the Board of the Club or by a duly authorised representative of the Board

19. Hours of Work

- 19.1 The ordinary hours of duty of each employee shall be:
- 19.1.1 160 hours per four week period;
 - 19.1.2 worked within a span of twelve hours per day.
 - 19.1.3 rosters shall permit the employee to have at least 8 hours off duty between the finishing of one shift and the commencement of the next.
- 19.2 Employees shall be advised of their rostered working hours and rostered time off as soon as practicable, and in any event by not less than seven days notice without the employee's consent, except in an emergency.
- 19.3 An employer and an employee may agree in writing to modify the provisions of 19.1.2.

20. Meal Break and Allowance

- 20.1 Where a Club provides meals for members, any Manager employed by the Club shall, whilst on duty, be entitled to a meal free of cost whenever the Club is providing such meals.
- 20.2 An employee shall be entitled, where practicable, to a meal break within 5 hours of commencing duty of between 30 and 60 minutes and each 5 hours thereafter.
- 20.3 Where an employee due to operational requirements is unable to partake in a meal free of cost the employee shall be paid an allowance of an amount as set out in item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.
- 20.4 Notwithstanding the provisions of subclauses 20.1 and 20.3 hereof, an employer and an employee may agree in writing that an allowance of the amount set out in the said item 2 shall be paid in lieu of the provision of a meal free of cost to the employee.
- 20.5 Where a Club does not provide a meal for members, the employee shall be entitled to an allowance of the amount set out in the said item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.

21. Rostered Days Off

- 21.1 Each employee shall be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days shall be consecutive.
- 21.2 Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method shall apply.
- 21.3 In clubs where only a Club Manager is employed the Board of Directors and the Club Manager may, by mutual consent in writing, agree to the Club Manager taking eight full days and two half days off in each four week period.
- 21.4 The Club's Board of Directors or a duly authorised representative of the Board shall have the right to direct when a rostered day off shall not be worked and, in the case of an emergency, the right to direct when a rostered day off shall be worked.
- 21.5 An employee who works on his/her rostered day(s) off as directed shall be paid at overtime rates for all hours so worked. With the exception that those employees who are required by the employer to undertake training courses on rostered days off shall be subject to the provisions of Clause 21.6 of this Award.

- 21.5.1 Details of all work performed on a rostered day off by any employee covered by this award shall be submitted in writing by the Club Manager to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the meeting of the Board following the day on which such work performed and payment for such work shall be made on the first pay day after that meeting.
- 21.5.2 Where details of work are not submitted in accordance with 21.5.1, no entitlement to payment shall arise.
- 21.5.3 An employee in receipt of a salary inclusive of the exemption rate prescribed in sub clause 9.5.1 shall not be entitled to additional payment if directed to work on a rostered day off, provided that:
- (a) A least 8 hours break has occurred prior to being directed to commence duties on a rostered day off.
 - (b) The cancelled rostered day off shall be deferred or banked in accordance with the provisions of 21.6.
- 21.6 The taking of rostered days off may be deferred with the prior approval of the Club's Board, with such rostered days off to be banked, by written agreement for a period not exceeding twelve months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked shall at no time exceed twenty such days.
- 21.6.1 The employer and the employee may agree in writing that the monetary value of any rostered days off accrued and banked pursuant to 21.6 hereof, but not taken by the employee, may be paid to the employee in lieu of taking such accrued and banked rostered days off. Payment shall be made at normal time rates of pay.
- 21.6.2 By agreement with the employer, the employees' accrued RDO's may be added to their annual leave (no annual leave loading shall apply to such accruals).
- 21.6.3 Upon termination of the employees' employment for any reason the monetary value of any rostered days off accrued and banked pursuant to 21.6. hereof, but not taken by the employee, shall be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 20 shall be disregarded.
- 21.7 Make-up time
- An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

22. Overtime

- 22.1 All time worked in excess or outside of the ordinary hours of duty or on a rostered day off shall be overtime.
- 22.2 In computing overtime each day's work shall stand alone and be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- 22.3 Details of all overtime worked by any employee covered by this award shall be submitted in writing by the employee to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such overtime is worked, and payment for such overtime shall be made on the first pay day after that meeting, provided that if details of overtime worked are not so submitted, payment for such overtime may not be made by the Club and in such event no entitlement to payment shall arise.

- 22.4 Subject to 22.4.1 the Club's Board of Directors or a duly authorised representative of the Board may require an employee to work reasonable overtime at overtime rates.
- 22.4.1 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 having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the need of the workplace or enterprise;
 - (d) the (notice if any) given by the employer of overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 22.5 An employee who is required to work and works so much overtime between the cessation of that employee's ordinary hours on one day or shift and the commencement of that employee's ordinary starting time on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 22.6 If, as a result of special operational circumstances and upon the Board of Directors instructions, an employee resumes duty without having had ten consecutive hours off duty the employee shall be paid at double ordinary time rates until released from duty (or if the duty is resumed on a public holiday, at public holiday rates) for such period and then shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 22.7 An employee may elect with the consent of the employer to take time off during ordinary hours in lieu of payment for overtime. The taking of such time must be agreed to by the employer and time off shall be the same as the overtime worked.

23. Recall to Duty

An employee recalled to work any overtime in one or more periods after having left the Club premises shall, when such overtime is worked after the conclusion of the ordinary hours of one shift and before the commencement of the ordinary hours of the next shift (whether notified before or after having left the said premises), be paid for a minimum of one hour's work, provided such overtime is not required to be paid because of the failure of the employee to perform a duty, or function, during his ordinary working hours. The employee shall not be paid for the time spent travelling to and from the Club on a recall.

24. Public Holidays

- 24.1 The day or days upon which the following holidays fall or days on which such holidays are observed shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any other day or days proclaimed or gazetted as public holidays for the State.
- 24.2 An employee who is required to work on a public holiday and who so works shall be paid at the rate of double time and one-half with a minimum payment at such rate for 4 hours worked. Where an exemption rate is paid pursuant to sub clause 9.5.1, that rate shall be used for the calculation of penalty rates for such public holidays.
- 24.3 Details of all work performed by an employee on a public holiday shall, other than normal rostered duties, be submitted in writing by the employee to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such public

holiday is worked, and payment for such work shall be made on the first pay day after that meeting, provided that if details of work performed on a public holiday are not so submitted, payment for such work may not be made by the Club and in such event no entitlement to payment shall arise.

24.4 Where a public holiday falls on an employee's rostered day off and the employee is not required to attend for duty, the employee shall be entitled, for each such occasion, to either:

24.4.1 an additional day's salary; or

24.4.2 be granted another day off in lieu; or

24.4.3 have an additional day without annual leave loading added to the employee's annual leave.

24.5 The provisions referred to in sub clause 24.4 shall not apply to employees whose regular roster excludes rostered duties on Saturday or a Sunday. Where a public holiday as prescribed by sub clause 24.1 falls on a Saturday no additional payment as prescribed by that clause shall apply.

25. Annual Leave

25.1 Annual leave entitlement

Five weeks paid annual leave shall be allowed to an employee after each completed year of service and an employee whose services are terminated or who leaves their employment during a twelve monthly period shall be entitled to pro rata annual leave for the period of employment served.

25.2 Annual Leave exclusive of Public Holidays

The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 24 - Public Holidays - and, if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

25.3 The taking of annual leave

25.3.1 Annual leave shall be taken in consecutive weeks except that by agreement between the employee and employer the leave may be split into separate periods provided that no period shall be less than one week, subject to the provisions of clause 28.3.1 Personal/Carers provisions

25.3.2 No employee shall be required to go on annual leave unless at least one month's prior notice has been given, except where a shorter period of notice is mutually agreed between the employer and employee concerned.

25.3.3 Each employee shall be asked to state when they require annual leave and the employer shall, as far as practicable, arrange to suit annual leave for the convenience of employees.

25.3.4 Before proceeding on annual leave, the employee shall be paid any salary then due or which may accrue during the period of leave.

25.4 Annual leave loading

25.4.1 Before an employee is given and takes annual leave or, where by agreement between the employer and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

25.4.2 The loading is payable in addition to the employee's salary for the period of annual leave given and taken.

25.4.3 Prior to commencing a period of annual leave, the employee shall receive a loading of 17.5 per cent calculated at the appropriate ordinary time rate of salary, prescribed in clause 9.2.1 - Classifications and wage rates, for the classification in which the employee was employed immediately before commencing annual leave or where applicable the salary rate payable as prescribed in clause 9.5. Salaries exemptions - shall be deemed to be the gross salary for the purpose of this clause.

25.5 Proportionate leave on termination

25.5.1 When the employment of an employee is terminated by the employer for a cause other than for serious and wilful misconduct and at the time of the termination the employee has not been given and has not taken the whole of annual leave to which the employee became entitled, the employee shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.

25.5.2 Where an employee resigns and has not taken the whole of an annual holiday to which the employee has become entitled on or after that date, he or she shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.

26. Long Service Leave

See *Long Service Leave Act* (NSW) 1955.

27. Sick Leave

27.1 After four weeks of continuous employment with the same Club, an employee absent from duty on account of personal illness, or accident, shall be paid for the period of such absence for up to 80 hours per annum, at the rate of his full salary, provided that an employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

27.2 The rights under this clause shall accumulate from year to year until used.

27.3 To be entitled to sick leave under this clause an employee may be required to prove to the satisfaction of the employer that he or she was unable, on account of such illness or accident to attend for duty on the day or days for which such leave is claimed.

27.4 For the purpose of this clause continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer; or any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of four weeks.

27.5 For the purpose of subclause 27.1 of this clause, service before the date of the coming into force of this award shall be counted as service.

28. Personal/Carer's Leave

28.1 Use of Sick Leave

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 27, - Sick Leave - for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

28.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require

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

28.1.3 The entitlement to use sick leave in accordance with this subclause is subject to;

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this sub clause:
 - 1. "Relative" means a person related by blood, marriage or affinity;
 - 2. "Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "Household" means a family group living in the same domestic dwelling.

28.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence, If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

28.2 Unpaid Leave for Family Purpose

28.2.1 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 28.1.3(ii) who is ill.

28.3 Annual Leave

28.3.1 Subject to the *Annual Holidays Act, 1944* an employee may elect with the consent of the employer to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

28.3.2 Access to annual leave, as prescribed in 28.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

28.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

28.4 Time Off in Lieu of Payment for Overtime

28.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

28.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

28.4.3 If, having elected to take time as leave in accordance with 28.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

28.4.4 Where no election is made in accordance with the said 28.4.1 employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

28.5.1 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.

28.5.2 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.

29. Bereavement Leave

29.1 Leave granted under this clause shall be without deduction of pay to a maximum period not exceeding the number of hours worked by the employee in three ordinary days. An employee other than a casual employee shall be entitled to bereavement leave without deduction of pay on each occasion of the death of a person prescribed in Clause 29.3 below.

29.2 An employee shall be entitled to bereavement leave upon production of satisfactory proof of such death, to leave up to and including the day of the funeral of such relation as prescribed in Clause 29.3 below.

29.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 28.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

29.4 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or their rostered day off.

29.5 Bereavement leave may be taken in conjunction with other leave available under 28.2, 28.3, 28.4, 28.5 and 21, Rostered Days Off, of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

29A. Parental Leave

29.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

29.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

29.2.1 the employee or employee's spouse is pregnant; or

29.2.2 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.

29.3 Right to request

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

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

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

29.3.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 29.3.1(ii) and 29.3.1(iii) must be recorded in writing.

29.3.4 Request to return to work part-time

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

29.4 Communication during parental leave

29.4.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

29.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 29.4.1.

30. Professional Development Leave

30.1 In order to facilitate progression through the classification structure in clause 9 - Classification and Wage Rates - an employee is entitled to five days paid Professional Development Leave in each calendar year, subject to the provisions of this clause.

- 30.2 Professional Development Leave is only available for the purpose of undertaking continuing education and industry activity programs conducted by or approved for accreditation by Club Management Development Australia (CMDA), Club Managers Association Australia and Clubs NSW.
- 30.3 The entitlement to paid Professional Development Leave is dependent on:
- 30.3.1 the employee providing the Club with at least twenty eight days notice or a lesser period as mutually agreed, of the dates on which the employee seeks to take Professional Development Leave;
- 30.3.2 the granting of leave not unduly affecting the operation of the Club;
- 30.3.3 the employee agreeing to provide, if requested by the Club, a report outlining the potential benefits of the training undertaken to the operation of the club; and
- 30.4 The Club may reimburse an employee for any costs associated with undertaking continuing education programs and industry activities conducted or approved by CMDA, CMAA or CLUBSNSW.

31. Reserve Forces Leave

- 31.1 An employee who is a member of the Reserve Forces of Australia, with the approval of the Board, shall be released from duty for two weeks per year for the purpose of undertaking courses of training required by the Reserve Forces.
- 31.2 To become entitled to be released from duty pursuant to 31.1 the employee shall within seven days of receiving notification from the Reserve Forces, unless prevented by accident, illness or other reasonable cause, inform the employer of the dates between which the employee seeks to be released from duty, and failure to comply with this clause shall relieve the employer of the obligations under 31.1.
- 31.3.1 The parties to this award acknowledge and adhere to the provisions of the Defence Reserve Service (Protection) Act 2001 or any such agreement that rescinds or replaces it.

32. Emergency Service Leave - (SES/RFS)

- 32.1 Where the employee is a member of the State Emergency Service or Rural Bushfire Service and is required to attend at a proclaimed emergency, the employer shall provide the employee with ten (10) days leave per year.
- 32.2 The employer shall reimburse the employee the difference between any amount paid in respect to his/her attendance at such emergency and the amount of salary he/she would have received in respect of the ordinary time had he/she not been on such service.

33. Jury Service

- 33.1 An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of salary or wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- 33.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.
- 33.3 Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

34. Accommodation

- 34.1 Where a Club provides accommodation for an employee, an employee and spouse, or an employee, spouse and dependent children, the Club shall be entitled to deduct an amount agreed in writing between

the Club and the employee. The amount agreed on is to be increased annually in accordance with the Consumer Price Index.

- 34.2 This clause is made on the understanding that the deduction existing for employees at the date on which the Award takes effect shall not be increased merely as a consequence of the coming into operation of this clause.

35. Uniforms

- 35.1 Where the employer requires a manager to wear a uniform whilst on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of this sub-clause do not apply where the uniform is paid for by the employer.
- 35.2 Where a uniform is required to be worn by a manager, the employer must pay to the employee an allowance of an amount as set out in Item 3 of Table 2 - Other Rates - and allowances, of Part B Monetary Rates, to cover the costs of laundering the uniform. The provisions of this clause do not apply where the employer arranges for the uniform to be laundered without cost to the manager.
- 35.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- 35.4 In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 35.3 will not apply.
- 35.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Grievance and Dispute procedure.

36. Workers' Compensation Insurance and Payments

Where applicable, the actual salary of the manager shall be the rate insured for and the employee, while absent from duty on workers compensation, shall be paid his actual salary.

37. Superannuation

37.1 Definitions

In this clause:

37.1.1 Industry fund shall mean CLUB PLUS, being the Superannuation Scheme registered under Federal Laws.

37.1.2 Eligible employee means:

- (a) a weekly employee (including a part-time employee) employed in the Club industry, subject to the completion of four weeks employment;
- (b) is otherwise a member of Club Plus.

37.1.3 Employed in the club industry means employed to work in a Club where such employment is governed by the terms of this Award.

37.1.4 Ordinary time earnings means:

- (a) in the case of a full-time weekly employee the appropriate rate for the ordinary hours of the week, as prescribed by clause 9 - Classifications and Wage Rates - hereof, together with, if applicable, clause 9.5 - Salaries Exemptions - and Management Agreements;

- (b) in the case of a part-time employee the number of ordinary hours worked in each week multiplied by 1/40th of the weekly rate for the classification;

37.1.5 Trustee shall mean Club Plus Pty Limited or such trustee of the Club Plus as may be appointed from time to time.

37.1.6 Union means the Club Managers' Association, Australia.

37.2 Enrolment

The following conditions are subject to where the employer is already making contributions in excess of those required under federal legislation as provided for in Clause 37.3 below and where the occupational superannuation scheme complies with the Superannuation Industry Supervision Act.

37.2.1 Each employer shall comply with the following:

- (a) distribute application for membership forms and relevant information of Industry Fund to each of the eligible employees;
- (b) as soon as practicable on the completion of the application for membership form by an eligible employee, the employer shall (if they have not already done so) enter into a Deed of Adherence with the trustee acknowledging themselves to be bound by Club plus trust deed; and
- (c) Where the employee is not a member of Club Plus the employer shall attached to the completed application for membership form a letter signed by at least two members of the Executive of the Club's Board of Directors instructing the trustee to;
 - (i) enrol in Club Plus the named employee; and
 - (ii) accept contributions from the date specified in the letter.
- (d) Where the employee is a member of Club Plus, the employer shall forward a letter to the administrator signed by at least two members of the Executive of the Club's Board of Directors instructing the trustee to accept contributions from the date specified in the letter.
- (e) On commencement of employment, an employee who is already a member of Club Plus, shall provide the employer with his or her fund membership number.

37.3 Contributions

37.3.1 The quantum of superannuation contributions shall be in accordance with the relevant legislation, that being the Superannuation Guarantee Charge Legislation.

37.3.2 Each employer shall pay to the trustee an amount equal to the appropriate proportion of the employee's ordinary time earnings in accordance with clause 37.3.1.

37.3.3 An employee may elect to make a voluntary contribution to a Superannuation Fund upon completion of a voluntary contribution deduction authority or a direct contribution remittance form.

37.4 Remitting payments

37.4.1 Each employer shall remit to the trustee of the fund all payments due in respect of their employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the trustee and the employer.

37.4.2 Each employer shall remit to the trustee of the fund all payments as authorised by the employee in accordance with the completed voluntary contribution deduction authority or as such other times and in such other manner as may be agreed in writing between the trustee and the employee.

37.5 Exemptions

37.5.1 Where an employer is incapable of complying with this clause on the grounds of extreme incapacity to pay as set out in the wage fixation principles adopted by the Industrial Commission of New South Wales, they may apply to the Commission for exemption from this clause whilst ever the incapacity exists, provided that -

- (a) the employer shall comply with this clause until the matter is determined by the Commission;
- (b) such compliance shall be without prejudice to the outcome of the application.

37.5.2 Notwithstanding the provisions of this subclause, the employer and the Club Managers Association may, by mutual consent, agree in writing to observe other conditions in order to meet special cases.

38. Termination of Employment

38.1 Notice of termination by employer

38.1.1 The employment of a full-time or part-time employee shall not be terminated (except for the provision of 38.1.5) without giving to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
Up to and including 6 months	1 week
Over six months service	4 weeks

38.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

38.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

38.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

38.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including serious misconduct or failure to carry out a lawful and reasonable instruction of the Board of Directors or the duly appointed representative of the Board.

38.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

38.2 Notice of termination by an employee

38.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

38.2.2 If an employee fails to give notice the employer has the right to withhold and/or deduct monies due to the employee, excluding accrued annual and long service leave entitlements due at the time of termination, to a maximum amount equal to ordinary time rate of pay for the period of notice.

38.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to two day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

38.4 Procedural Fairness

38.4.1 An employer shall not terminate the services of any employee for reasons of conduct or performance unless:

- (a) The employee has been provided prior to the termination with full particulars verbally or in writing, of all allegations against the employee;
- (b) The employee has been given the opportunity to defend himself or herself against all allegations relied upon by the employer.

38.4.2 An employee whom at the direction of the employer is instructed not to attend for duty whilst the procedures of Clause 38.4.1 are being implemented or further enquires are being made shall, during such absence, be paid the equivalent to the weekly salary or part thereof.

38.4.3 Should the employer elect to suspend the employee from duties the process must be completed in a timely fashion. In the event the employee is suspended for a period in excess of 10 working days, the employee shall inform the Association and the employer shall inform the Clubs NSW.

39. Grievance and Disputes Procedure

39.1 Procedures relating to grievances of individual employees

39.1.1 The employee or the Association on behalf of its member is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

39.1.2 A 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.

39.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussions, the employer must provide a response to the employee's grievance including reasons.

39.1.4 While a procedure is being followed, normal work must continue.

39.1.5 The employee may be represented by the CMA, and the employer may be represented by Clubs NSW, at any stage during this process.

39.2 Procedures relating to disputes etc. between employers and their employees

39.2.1 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.

39.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

39.2.3 While a procedure is being followed, normal work must continue.

39.2.4 The employer may be represented by the Clubs NSW and the employee may be represented by the CMA for the purpose of each procedure.

40. Redundancy

40.1 Application

40.1.1 This clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 9, Classifications.

40.1.2 The provisions of this clause shall only apply in respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 40.5 of this award.

40.1.3 Notwithstanding anything contained elsewhere in this clause, these provisions 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.

40.1.4 Notwithstanding anything contained elsewhere in this clause, these provisions 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 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.

40.2 Introduction of Change/Employer's Duty to Notify

40.2.1 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.

40.2.2 "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.

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

40.3 Employer's Duty to Discuss change

40.3.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in 40.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

40.3.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 40.3.1 of this clause.

40.3.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.4 Redundancy

40.4.1 Discussions before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to Clause 40.2, "Introduction of Change", and that decision may lead to the termination of employment, the employer shall hold discussions which the employees directly affected and with the union to which they belong.
- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 40.4.1(a) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purpose 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, 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.

40.5 Termination of Employment

40.5.1 Notice of Changes in Production, Program, Organisation or Structure.

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', "program", "organisation" or "structure", in accordance with Clause 40.4.1 of this award.

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

Period of Continuous Service	Period of Notice
Up to an including 6 months	1 week
More than 6 months	4 weeks

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

40.5.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with Clause 40.4.1 of this award:

- (a) In order to terminate the employment of an employee, the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

40.5.3 Time Off During the Notice Period

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

40.5.4 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.

40.5.5 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.

40.5.6 Notice to Commonwealth Employment Service (Jobs Network)

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service (Jobs Network) 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.

40.5.7 Department of Social Security (Centre Link) 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 the Department of Social Security (Centre Link).

40.5.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 40.4.1 of this award, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the

difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

40.6 Severance Pay

Where an employee is to be terminated pursuant to Clause 40.5 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service Age	Under 45 Years of 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

40.6.2 Where an employee is 45 years of age 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

40.6.3 "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, exemption rates and allowances paid pursuant to this Award.

40.7 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 Clause 40.6 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in Clause 40.6 above will have on the employer.

40.8 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 Clause 40.6 if the employer obtains acceptable alternative employment for an employee.

40.9 Grievance and Dispute Resolution Procedures

Procedure Relating to Grievance of Individual Employees shall be dealt with in accordance with the provisions contained in clause 39 of this award.

41. Structural Efficiency

- 41.1 Employees shall carry out all functions within their capacity to perform, and may be required from time to time to carry out other duties of a lower classification or duties of other employees employed at the Club, where this is reasonably required, such as during unexpected busy trading periods, special functions, or where existing staff resources are deemed to be inadequate.
- 41.2 Nothing in this clause shall allow an employer to continually or unreasonably require an employee to perform duties as indicated in subclause 41.1 or to reduce work normally available to employees engaged at either a lower level or pursuant to a distinct and separate industrial instrument. Employees Classified in accordance with Clause 9 of this award shall not be rostered to perform work of any kind of an employee engaged at either a lower level or pursuant to a distinct and separate industrial instrument

42. Further Negotiations

The parties to the award may agree to re open negotiations in order to review wages (Table 1.2 of Part B Monetary Rates), during the term of this award with a view to reaching agreement on increasing flexibility in the following areas:

- Clause 7(7.2) 'Exemptions';
- Clause 8 'Enterprise flexibility provisions';
- Clause 9 'Classifications and Wage Rates'(consideration compliance with the provisions of Sections 34A-34E of the *Registered Clubs Act 1976 (Registered Clubs Amendment Act 2003)*).
- Clause 19 'Hours of Work';
- Clause 20 'Meal Breaks and Allowances';
- Clause 21 'Rostered Days Off';
- Clause 22 'Overtime';
- Clause 40 'Redundancy';

and such other areas as the parties see as appropriate.

PART B

MONETARY RATES

Table 1 - The following rates of salary shall be the minimum annual amount payable to employees within the named classification levels:

Table 1 - Rates of Pay

From the first pay period commencing on or after 24 October 2008.

Classification level		+ 30%	+ 50%
	\$	\$	\$
Level A	43,893	57,061	65,840
Level B	45,556	59,223	68,334
Level C	47,220	61,386	70,830
Level D	49,552	64,418	74,328
Level E	54,546	70,910	81,819
Level F	62,867	81,727	94,301
Level G	72,857	94,714	109,286

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	Clause 17.1	Vehicle allowance - Per kilometre Maximum payment in one week	65.5 Cents \$288.20
2	Clause 20.2, 20.3, 20.4.	Meal Allowance	10.40 per shift
3	Clause 34.2	Laundry Allowance	10.40per week
4	Clause 7.2	Gross annual revenue of a club below which this award does not apply	\$500,000.00

APPENDIX A**TRAINING REQUIREMENTS**

This appendix shows how the Training Requirements for the classification guidelines issued through Tourism Training Australia, the Hospitality Industry Training Advisory Board (ITAB).

It is included as an appendix for the information of employers and employees only and shall not otherwise be used in construing the meaning of the award.

The training requirements which follow are based on the seven level classification structure inserted into Clause 9.1 Club Managers (State) Award 2008.

The suggested units referred to at each level are those detailed in the "Hospitality Training Package" prepared by Tourism Training Australia. Hospitality Industry units of an equivalent standard may be substituted within the guidelines issued through Tourism Training Australia.

As well as undertaking a formal training course approved by the Department of Education, Science and Training, training requirements can be met by current skills being formally assessed and recognised under the Recognition of Prior learning (RPL) system approved by Tourism Training Australia.

LEVEL A MANAGER

THHGFA06A	Interpret Financial Information
THHGGA06B	Receive and Store Stock
THHGGA07B	Control and Order Stock
THHGLE01B	Monitor Work Operations
THHGLE02B	Implement Workplace, Health, Safety and Security Procedures
THHGLE08B	Lead and Manage People
THHGGA02B	Perform Office Procedures
THHGFA01B	Process Financial Transactions
BSBCM213A	Produce Simple Word Processed Documents
THHGHS03B	Provide First Aid

Satisfies requirements for National Certificate IV

LEVEL B MANAGER

Competencies from Levels A plus:

THHGCS08B	Establish and Conduct Business Relationships
THHGLE03B	Develop and Implement Operational Plans
THHGLE04B	Establish and Maintain a Safe and Secure Workplace

THHGLE05B	Roster Staff
THHGLE09B	Manage Workplace Diversity
THHGLE13B	Manage Finances within a Budget
THHGLE14B	Prepare and Monitor Budgets
THHGLE20B	Develop and Update the Legal Knowledge required for Business Compliance
THHGCS06B	Plan and Implement Sales Activities
THHGLE10A	Manage Workplace Relations
THHGGA05A	Plan and Manage Meetings
THHGGA08A	Plan and Establish Systems and Procedures
THHGCS04B	Make Presentations
THHADG01B	Analyse and Report on Poker Machine Data

Satisfies requirements for a National Diploma

LEVEL C MANAGER

Competencies for Levels A and B plus:

THHGLE06B	Monitor Staff Performance
THHGLE07B	Recruit and Select Staff
THHGLE12B	Develop and Manage Marketing Strategies
THHGLE11B	Manage Quality Customer Service
THHADG01A	Develop and Manage Gaming Activities

LEVEL D MANAGER

Competencies for Levels A, B, C plus:

THHGLE15B Manage Financial Operations

THHGLE16B Manage Physical Assets

LEVEL E MANAGER

Competencies for Levels A,B,C,D plus

THHGLE19A Develop and Implement a Business Plan

THHGLE17A Manage and Purchase Stock

Satisfies the requirements for a National Advanced Diploma

LEVEL F MANAGER

Competencies for Levels A, B,C, D, and E

LEVEL G MANAGER

The training requirements are as for a Level E Manager and additionally where duties are clearly within the scope of this level

Training Package Code by Level

Training Package Code by Level

Code	Training Package Title	Level
THHGFA06A	Interpret Financial Information	A
THHGGA06B	Receive and Store Stock	A
THHGGA07B	Control and Order Stock	A

THHGLE01B	Monitor Work Operations	A
THHGLE02B	Implement Workplace, Health, Safety and Security Procedures	A
THHGLE08B	Lead and Manage People	A
THHGGA02B	Perform Office Procedures	A
THHGFA01B	Process Financial Transactions	A
BSBCM213A	Produce Simple Word Processed Documents	A
THHGCS08B	Establish and Conduct Business Relationships	B
THHGLE03B	Develop and Implement Operational Plans	B
THHGLE04B	Establish and Maintain a Safe and Secure Workplace	B
THHGLE05B	Roster Staff	B
THHGLE09B	Manage Workplace Diversity	B
THHGLE13B	Manage Finances within a Budget	B
THHGLE14B	Prepare and Monitor Budgets	B
THHGLE20B	Develop and Update the Legal Knowledge required for Business Compliance	B
THHGCS06B	Plan and Implement Sales Activities	B
THHGLE10A	Manage Workplace Relations	B
THHGGA05A	Plan and Manage Meetings	B
THHGGA08A	Plan and Establish Systems and Procedures	B
THHGCS04B	Make Presentations	B
THHADG01B	Analyse and Report on Poker Machine Data	B
THHGLE06B	Monitor Staff Performance	C
THHGLE07B	Recruit and Select Staff	C
THHGLE12B	Develop and Manage Marketing Strategies	C
THHGLE11B	Manage Quality Customer Service	C
THHADG01A	Develop and Manage Gaming Activities	C
THHGHS03B	Provide First Aid	C
THHGLE15B	Manage Financial Operations	D
THHGLE16B	Manage Physical Assets	D
THHGLE19A	Develop and Implement a Business Plan	E
THHGLE17A	Manage and Purchase Stock	E

D.W. RITCHIE, Commissioner

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COMMUNITY COLLEGE PRINCIPALS (NEW SOUTH WALES) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1618 of 2008)

Before Commissioner McLeay

13 November 2008

REVIEWED AWARD

1. Delete the reference "Public Employment Industrial Authority or Public Employment Office" in subclause 7.1 of clause 7 Travelling Expenses, of the award published 8 June 2007 (362 I.G. 825), and insert in lieu thereof the following:

"Public Sector Workforce Office"

2. Insert after subclause 23.3 of clause 23 Area, Incidence and Duration, the following new subclause:
- 23.4 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 13 November 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

3. Delete Table 2 - Other Rates and Allowances, of Part B Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Motor Vehicle Allowance	(Rates Current at 01.07.2008)		
	Under 1600cc cents per kilometre	1601-2700cc cents per kilometre	Over 2700cc cents per kilometre
Official Business Rate	57.5	80.3	86.2
Specified Journey Rate	24.0	28.5	30.7

J. McLEAY, Commissioner

CONFECTIONERS (STATE) TRAINING WAGE 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 2208 of 2008)

Before Commissioner Macdonald

5 December 2008

VARIATION

1. Delete subclause (d) of clause 7, Wages of the award published 2 May 2008 (365 I.G. 800) 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 Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/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 generative skills which have been defined for work at Skills 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	8.11	8.93	10.71
Plus 1 year out of school	8.93	10.71	12.45
Plus 2 years	10.71	12.45	14.51
Plus 3 years	12.45	14.51	16.59
Plus 4 years	14.51	16.59	16.59
Plus 5 years or more	16.59	16.59	16.59
SKILL LEVEL B			
School Leaver	8.11	8.93	10.37
Plus 1 year out of school	8.93	10.37	11.94
Plus 2 years	10.37	11.94	14.03
Plus 3 years	11.94	14.03	15.97
Plus 4 years	14.03	15.97	15.97
Plus 5 years or more	15.97	15.97	15.97
SKILL LEVEL C			
School Leaver	8.11	8.93	10.26
Plus 1 year out of school	8.93	10.26	11.56
Plus 2 years	10.26	11.56	12.90

Plus 3 years	11.56	12.90	14.44
Plus 4 years	12.90	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 \$
Skill Levels - A, B and C	8.11	8.93

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

A. MACDONALD, Commissioner

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CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1021 of 2008)

Before The Honourable Justice Walton, Vice-President

19 December 2008

VARIATION

1. Delete Table 1 - Salaries, of Part B, Monetary Rates, of the award published 31 August 2007 (363 I.G.628), and insert in lieu thereof the following:

Table 1 – Salaries

Medical Adviser	1 October 2008 \$	1 October 2009 \$	1 October 2010 \$
Level 1	97.61	101.51	105.57
Level 2	104.83	109.02	113.38
Level 3	112.05	116.53	121.19

2. This variation shall take effect on and from 1 October 2008.

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

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CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1537 of 2008)

Before Commissioner Bishop

16 February 2009

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Salaries and Progression
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Employment Arrangements
7.	Leave Arrangements
8.	Personal/Carer's Leave
9.	Deduction of Union Membership Fees
10.	Grievance and Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2009.

2. Parties

This award is made between the Director of Public Employment, the Health Care Complaints Commission and the Australian Salaried Medical Officers' Federation (New South Wales).

3. Definitions

"Award" means the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2009.

"Department Head" means the Commissioner of the Office of the Health Care Complaints Commission (HCCC).

"Director of Public Employment" or "DPE" means the office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Federation" or "union" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Medical Adviser" means and includes all persons employed as a Medical Adviser by the HCCC whether employed on a full time or part time basis.

"Agency" or "Department" means the Office of the Health Care Complaints Commission (HCCC).

4. Salaries and Progression

- 4.1 Hourly rates of pay for Medical Advisers employed by HCCC are as provided in Table 1 - Salaries, of Part B, Monetary Rates.
- 4.2 The hourly rate is payable for all time worked in accordance with clause 6.
- 4.3 Payment of Overtime - additional compensation for overtime and on-call or recall duty is not payable under this Award.
- 4.4 Progression to a higher level is subject to 12 months satisfactory conduct, performance and attendance and the approval of the Commissioner.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 5.1 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 Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 5.7
- 5.2 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 and Progression, and outlined in 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.
- 5.3 By mutual agreement with the DPE, 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 DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 5.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 5.5 The agreement shall be known as a Salary Packaging Agreement.
- 5.6 Except in accordance with subclause 5.7, 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 Agency at the time of signing the Salary Packaging Agreement.
- 5.7 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 Department or agency's agreement, paid into another complying superannuation fund.
- 5.8 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.
- 5.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency 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.
- 5.10 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 5.9 of this clause, the employee's Department or agency 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 Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 5.11 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 and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 5.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.

- 5.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Federation. 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. Employment Arrangements

- 6.1 A standard day is 7 hours per day.
- 6.2 Generally Medical Advisers may work their agreed hours between the hours of 7.00 am and 6.00 pm Monday to Friday. In exceptions, work may be performed outside these hours, but will be remunerated at the hourly rate.
- 6.3 Medical Advisers, in agreement with the Commissioner, may nominate the commencing and concluding times of their agreed hours.
- 6.4 A lunch break of at least 30 minutes must be taken after 5 hours continuous work.
- 6.5 Part-time Work - The provision for part-time work as prescribed by the Agency's Flexible Work Practices Policy will apply to Medical Advisers employed under this award.
- 6.6 Private Practice - Medical Advisers may engage in private practice outside their agreed working hours. For Medical Advisers working full time hours, private practice is to be considered as second or other employment and the employees are to obtain permission from their employer pursuant to section 59 of the *Public Sector Employment and Management Act 2002*.
- 6.7 In accordance with the HCCC's Code of Conduct, there shall be no conflict or incompatibility between personal interests and the impartial fulfilment of public or professional duty. Any private work with or for any person or body with an interest in a proposed or current contract with the HCCC must be disclosed to the Commissioner.

7. Leave Arrangements

The leave provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as amended from time to time, apply to Medical Advisers covered by this award.

- 7.1 Medical Advisers will be paid for public holidays or leave taken on days specified as their agreed day of work or a day when they are requested to work.
- 7.2 Part-time Medical Advisers accrue recreation leave on a pro rata basis.
- 7.3 A loading of 1/12th of the hourly rate will apply to payment for additional hours worked in excess of the normal weekly agreed hours.

8. Personal/Carer's Leave

The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as amended from time to time, shall apply.

9. Deduction of Union Membership Fees

- 9.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 9.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- 9.3 Subject to 9.1 and 9.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer in writing to make such deductions.
- 9.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

10. Grievance and Dispute Resolution

- 10.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 10.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 10.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the Medical Adviser to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 10.4 The immediate manager 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.
- 10.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 10.6 The Department Head may refer the matter to the DPE for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by their union.
- 10.9 Any of the parties may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, union, department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in clauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution 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.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (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.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Area, Incidence and Duration

- 12.1 This award shall apply to all classifications contained herein.
- 12.2 The employees covered by this award are employed in terms of the *Public Sector Employment & Management Act 2002*, and to the extent that this award is silent, will be covered by the provisions of that Act and associated Regulations and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 (357 IG 1108) as varied.
- 12.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2007 published 31 August 2007 (363 I.G. 628), as varied.

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 16 February 2009.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****Table 1 – Salaries**

Medical Adviser	1 October 2008 \$	1 October 2009 \$	1 October 2010 \$
Level 1	97.61	101.51	105.57
Level 2	104.83	109.02	113.38
Level 3	112.05	116.53	121.19

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INSTITUTE MANAGERS IN TAFE) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1619 of 2008)

Before Commissioner McLeay

6 November 2008

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salary
4.	Hours of Work
5.	Training and Professional Development
6.	Right of Private Practice
7.	Appointment and Transfer
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21.	Industrial Rights
22.	Special Fitness and Hard to Fill
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25.	Area, Incidence and Duration

PART B

MONETARY RATES

- Schedule 1 - Salaries
- Schedule 2 - Performance Management for Institute
Managers
- Schedule 3 - Allowances

2. Dictionary

- 2.1 "Act" means the *Technical and Further Education Commission Act 1990*.
- 2.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Department" means the NSW Department of Education and Training.
- 2.4 "Employee" means a person employed in a classification covered by this award.
- 2.5 "Employer" means the Crown in the right of the State of New South Wales (the Crown).
- 2.6 "Federation" means the New South Wales Teachers Federation.
- 2.7 "Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative managers in TAFE within the classification of institute manager as provided for in this Award. Institute managers have supervisory responsibility for administrative and/or educational programs and/or staff.
- 2.8 "Managing Director" means the Managing Director of TAFE.
- 2.9 "Unions" means the New South Wales Teachers Federation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales having regard to their respective coverage.
- 2.10 "Semester" means the period commencing the first day where teachers return generally from the Christmas or the mid year vacation period, and ending on the last day of the next following mid year or Christmas vacation periods.
- 2.11 "TAFE" means the TAFE Commission established under the Act.
- 2.12 "Time off in lieu" means that period of approved time (hours or days) taken by an institute manager to make up for a period or periods of work beyond the standard working hours to undertake the performance of their duties.

3. Salary

- 3.1 Salaries for institute managers under this award are as provided for in Schedule 1, Salaries, of Part B.
- 3.2 Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Schedule 1 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 3.2.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement, including salary sacrifice to superannuation, where they may convert up to 100% of their salary to:
- (a) a motor vehicle (whether on a business/private split in accordance with subclause 3.3 or a novated lease under the Department's salary packaging scheme) and;
 - (b) the full range of benefits under the Department's salary packaging scheme, provided that no institute manager may package more than one motor vehicle at any given time whether on a business/private split in accordance with subclause 3.3 or a novated lease under the employer's salary packaging scheme.

- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 3.2.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 3.2.4.2 any administrative fees.
- 3.2.5 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:
- 3.2.5.1 Superannuation Guarantee Contributions;
- 3.2.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 3.2.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.
- 3.3 The motor vehicle benefit provided for in sub-clause 3.2.1 provides the institute manager with access to the use of a motor vehicle on a business/private basis in accordance with TAFE policy.

4. Hours of Work

- 4.1 The parties agree that a flexible and adaptive approach in relation to working hours and working arrangements will be adopted which recognises the professionalism of institute managers and allows that:
- 4.1.1 standard working hours shall be 35 hours per week. The pattern of attendance shall be agreed between an individual manager and their line manager;
- 4.1.2 institute managers shall not be directed to work more than 35 hours in any one week;
- 4.1.3 where work has been negotiated with and approved by the line manager to be performed beyond standard working hours, institute managers are entitled to time off in lieu to compensate for additional hours worked. Time off in lieu arrangements are to be negotiated and approved by the line manager in advance and to be taken to meet the operational requirements of the institute and the personal needs of the institute manager;
- 4.1.4 in recognition of the professional nature of the work the parties agree that time off in lieu does not accrue in any one week until three additional hours have been worked, and then it accrues at the rate of one hour for every hour worked. Where a week includes a public holiday, time off in lieu is to be worked out pro-rata;
- 4.1.5 time off in lieu may be taken in single, multiple or part days within one semester of accrual. In extenuating circumstances, an institute manager may, with the approval of their line manager and taking into account the needs of the institute, accrue time off in lieu in excess of a semester;

- 4.1.6 line managers are responsible for recording and/or reporting of time off in lieu taken by institute managers. Institute managers shall have access to these records, which shall be made available on request.

5. Training and Professional Development

- 5.1 The parties confirm a commitment to training and development for institute managers. Institute managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE students and staff.
- 5.2 The employer will continue to participate in initiatives to identify competencies for institute managers in consultation with relevant industry parties.
- 5.3 The employer is committed to providing access to and support for professional and management development training.
- 5.4 Where the employer requires professional development, the employer will meet the compulsory fees involved. Where the professional development opportunity is voluntary the employer may, at its discretion, refund all or part of the compulsory fees incurred by the institute managers approved to undertake approved training and professional development programs.
- 5.5 Ten working days shall be provided per annum, which may be accumulated over two years to a period of 20 days, for institute managers to undertake training and professional development related to their current and medium term development needs as identified by the performance agreement, the objectives of which are set out in Schedule 2 of Part B, Performance Management for Institute Managers. The professional development activity must be approved by the institute director in advance, with the time to be taken in minimum periods of half a day subject to the operating needs of the institute. This does not preclude access to other professional development opportunities provided by the employer.
- 5.6 Institute managers undertaking courses of study who require arrangements different to those in subclause 5.5 may apply to the employer for special consideration. The employer shall consider these requests on a case-by-case basis.
- 5.7 Institute managers employed as at the time of the making of the 2001 *Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award* (327 IG 872) with an existing balance of professional development time of up to 30 days may utilise this time as provided for in subclause 5.5 of this award. Following the utilisation of this balance, professional development time will accrue on the basis provided for in subclause 5.5 of this award.

6. Right of Private Practice

- 6.1 Institute managers may apply to their institute directors for the right of private practice in accordance with the Department's Private and Secondary Employment policy.
- 6.2 Institute managers may negotiate with their line manager to undertake some teaching as a part-time casual and/or OTEN contract teacher. The line manager shall consider such requests on a case by case basis having regard to the following factors:
- 6.2.1 the institute manager has expressed a wish to return to teaching on a full-time basis in the near future;
- 6.2.2 the institute manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
- 6.2.3 the institute manager possesses specialist knowledge/experience relevant to the employer's educational needs.

7. Appointment and Transfer

- 7.1 The filling of vacant positions of institute manager will be by way of a competitive selection process based on merit, subject to the provisions of the TAFE NSW Recruitment and Staff Selection policy.
- 7.2 A person who is not an officer and is appointed to an institute manager's position shall be appointed for a minimum probationary period of one year. Confirmation of their position shall depend on completion of a satisfactory annual review, pursuant to Clause 8, Performance Management.
- 7.3 Nothing in this award shall operate to remove the right of the employer to transfer an institute manager to meet the operating needs of the employer or remove existing rights to entitlements as provided in the Transferred Officers Compensation Managing Director of TAFE Determination No.4 of 2001.
- 7.4 Institute managers who wish to seek transfer will be considered by the employer on a case by case basis.
- 7.5 Where the employer directs an institute manager to transfer, the institute manager shall have access to a Transfer Review Panel.
- 7.6 In assessing an application for transfer, the institute director or delegate will assess the institute manager's skills and other attributes against the selection criteria for the position and if matched, can directly appoint or if in doubt can proceed to merit selection.
- 7.7 The institute manager has no right of appeal for non-appointment should a transfer application not be approved.

8. Performance Management

- 8.1 The performance of institute managers will be reviewed annually under a performance management scheme, the objectives of which are set out in Schedule 2, Performance Management for Institute Managers, of Part B Monetary Rates.

9. Appeal Rights

- 9.1 For positions with salary equivalent to or below that applicable to the maximum salary for Clerk Grade 12, institute managers shall have access to the Government and Related Employees Appeal Tribunal in terms specified by the *Government and Related Employees Appeal Tribunal Act 1980*.
- 9.2 For positions above the salary level for maximum Clerk Grade 12, staff have a right of appeal to the Managing Director where such appointment would involve a salary increase for the appellant or the prospective appointee. Such appeals will be managed in accordance with TAFE's appeals process as agreed by the parties.

10. Regression

- 10.1 Staff wishing to regress to positions below institute manager classifications should express their interest to the relevant institute director who will consider the request, along with others, whenever an appropriate vacancy occurs.

11. Dispute Resolution Procedures

- 11.1 Subject to the provisions of the *Industrial Relations Act 1996* the following procedures shall apply:
- 11.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, the institute manager and/or the relevant union's workplace representative shall raise the matter with the appropriate line manager as soon as practicable.
- 11.1.2 The line manager shall discuss the matter with the institute manager and/or the relevant union's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

11.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the institute manager and or the relevant union may raise the matter with an appropriate officer of TAFE at the Institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

11.1.4 Where the procedures in sub clause 11.2.3 of this clause do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General, Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation and the General Secretary of the Association. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

11.2 Should the above procedures not lead to a resolution, then either the Department or the Federation or the Association may apply to the Industrial Relations Commission of New South Wales.

12. Discipline Process

12.1 The parties recognise that the following two discipline processes have application in TAFE and will be applied to institute managers;

12.2 The procedure applicable to members of staff of the employer whose conditions of employment are determined by the *Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006*, or any successor instruments to the said award; or

12.3 The procedure that applies to all other members of staff which is specified in Part 2.7 of the *Public Sector Employment and Management Act 2002*.

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 the dispute resolution procedure prescribed in clause 11 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 application to vary any provision of the award which, by its terms or operation, has a 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 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*.

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 the legislation referred to in this clause.

14. Deferred Salary Scheme

- 14.1 Institute managers may seek to join the Department's deferred salary scheme.
- 14.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.
- 14.3 The deferred salary scheme does not apply to temporary institute managers.

15. Leave

- 15.1 Annual Recreation leave - Annual recreation leave shall be in accordance with the *Annual Holidays Act* 1944 and TAFE policy.
- 15.2 Extended leave - Extended leave shall be in accordance with the Act.
- 15.3 Sick leave -
- 15.3.1 Sick leave at the rate of fifteen working days paid sick leave per calendar year i.e. 1 January to 31 December. The full annual entitlement is available from 1 January each year (not accrued on a monthly basis). The unused component of the annual entitlement is fully cumulative.
- 15.3.2 Where an institute manager requires sick leave additional to the annual or cumulative entitlement provided in sub clause 15.3.1 above in cases of long-term illness, they may apply to the employer for special sick leave. Such requests will be considered by the employer on a case-by-case basis.
- 15.4 Family and Community Service Leave
- 15.4.1 General - The institute director or nominee may grant family and community service leave for the following purposes:
- (a) for reasons related to the family responsibilities of the institute manager; or
 - (b) for reasons related to the performance of community service by the institute manager; or
 - (c) for reasons of pressing necessity.
- Family and community service leave replaces short leave.
- 15.4.2 Quantum - The amount of family and community service leave available to an institute manager shall be either:
- (a) 2.5 days during the first year of service and five days in any period of two years after the first year; or
 - (b) after two years of continuous service, one day of family and community service leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to an institute manager;
- whichever is the greater period.
- Where such leave is exhausted, sick leave in accordance with subclause 15.5.1 may be used.
- Family and community service leave is not to be taken for attendance at court to answer a criminal charge, unless the institute director or nominee approves such leave in the particular case.

15.5 Personal Carer's Leave -

- 15.5.1 Use of Sick Leave - An institute manager may use the available sick leave from the current year plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or statutory declaration that the illness is such as to require the care by another person for a specified period. The choice of medical certificate or statutory declaration is the institute manager's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given.

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

- (a) the institute manager being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (1) a spouse of the institute manager; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the institute manager or spouse or de facto spouse of the institute manager; or
 - (4) a same sex partner who lives with the institute manager as the de facto partner of that institute manager on a bona fide domestic basis; or
 - (5) a relative of the institute manager who is a member of the same household where, for the purposes of this section:

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

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

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

An institute manager shall, wherever practicable, give the institute director or nominee 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 institute manager, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the institute manager to give prior notice of absence, the institute manager shall notify the institute director or nominee of such absence at the first opportunity on the day of absence.

- 15.5.2 Use of Other Leave - To care for an ill family member, an institute manager may also use recreation, extended leave or leave without pay with the consent of the institute director.
- 15.5.3 Use of Time in Lieu - To care for an ill family member, an institute manager may also, with the institute director's consent, take accrued time in lieu as provided for in subclauses 4.1.4 and 4.1.5 of this award.

15.6 Bereavement Leave -

- 15.6.1 An institute manager shall be entitled to up to two days bereavement leave on each occasion of the death of a person prescribed in subclause 15.5.1 above, provided that for the purpose of bereavement leave, the institute manager need not have been responsible for the care of the person concerned.
- 15.6.2 The institute manager must notify the institute director or nominee as soon as practicable for the intention to take bereavement leave and shall, if required by the institute director or nominee, provide to the satisfaction of the institute director or nominee proof of death.
- 15.6.3 An institute manager shall not be entitled to bereavement leave under this clause during any period in respect of which the institute manager has been granted other leave.
- 15.6.4 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the institute director or nominee shall give consideration to the circumstances of the institute manager and the reasonable operational requirements of the employer.

16. Filling of Positions

- 16.1 Positions which have been affected by a workplace change will be filled in accordance with the Department's Displaced and Excess Staff Management Procedures.
- 16.2 Positions not filled through the provisions of subclause 16.1 of this award shall be filled as follows:
- 16.2.1 Displaced/Excess Staff - The regional human resources manager will determine if there are any suitable vacancies using the corporate employees service centre weekly vacancy spreadsheet. The manager will then proceed in accordance with the procedures at subclause 16.1.
- 16.2.2 Regression - Where the position has not been filled by the preceding steps, institute managers who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in TAFE's transfer and regression policy.
- 16.2.3 Staff Selection (Recruitment) Action - Where no appointment has been made through the process identified in subclauses 16.2.1 and 16.2.2, the position will be advertised within TAFE.
- 16.2.4 Staff Selection (Recruitment) Action - Where no appointment has been made through the processes identified in subclauses 16.2.1, 16.2.2 and 16.2.3, the position will be advertised externally.
- 16.3 Nothing in subclause 16.2 shall limit the appeal rights of institute managers, which are set out in clause 9, Appeal Rights.

17. Qualification Requirements

- 17.1 Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.
- 17.2 The qualification requirements of positions shall be reviewed by the employer from time to time in consultation with the unions.

18. Goods and Services Tax

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

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2008, 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.

20. Locality/Remote Areas Allowance

- 20.1 Institute managers currently receiving the allowances contained in Schedule 3, Allowances of Part B - Locality Allowances - Tables 1, 2 and 3, shall continue to receive these allowances for as long as they continue in their current position at their existing location. Institute managers appointed on or after 29 May 2001 shall be paid the remote areas allowances as contained in Table 4 of Schedule 3 of Part B, Allowances as adjusted in line with adjustments to the public service remote areas allowance as contained in clause 41 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any variations to or successor instruments to the said award.
- 20.2 Institute managers currently receiving the remote areas allowance as contained in Table 4 of Schedule 3, Part B, Allowances shall continue to receive this allowance while remaining in their current position at their existing location.

21. Industrial Rights

- 21.1 Union Representatives -
- 21.1.1 An accredited union representative at the place in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as an accredited union representative.
- 21.1.2 An accredited union representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 21.1.3 An accredited union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited union official.
- 21.2 Consultative and Other Committee Work -
- 21.2.1 Where an institute manager is required by the employer, nominated by the union or otherwise selected by staff to participate in work-based consultative or like committees, the employer shall provide such staff with paid leave to attend to such matters.
- 21.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, the employer shall provide sufficient paid time to enable the institute manager to undertake the project.

22. Special Fitness and Hard to Fill

- 22.1 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.
- 22.2 When a position has been identified as "hard to fill" in accordance with subclause 22.1 of this clause, the employer will review the position in order to ensure that the current position description and

accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.

- 22.3 Where job redesign has not been deemed to be appropriate, the employer or nominee may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.
- 22.4 The allowance will be paid to the selected applicant for as long as he/she remains in the advertised position.

23. Deduction of Union Membership Fees

- 23.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 23.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 23.3 Subject to 23.1 and 23.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 23.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 23.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 23.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

24. Secure Employment Test Cases - OHS Obligations

- (i) For the purposes of this clause, the following definitions shall apply:
1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

25. Area, Incidence and Duration

- 25.1 This award applies to all persons employed in the classification of institute manager. The award shall take effect on and from 1 January 2006 and shall remain in force until 31 December 2008.
- 25.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award 2006 published 28 July 2006 (360 I.G. 384), as varied.

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 6 November 2008.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

SCHEDULE 1 - SALARIES

Institute Managers	Salary from the first pay period to commence on or after 1.1.06	Salary from the first pay period to commence on or after 1.1.07	Salary from the first pay period to commence on or after 1.1.08
Increase	4% \$	4% \$	4% \$
Level 1	95,376	99,191	103,159
Level 2	102,574	106,677	110,944
Level 3	107,974	112,293	116,785
Level 4	115,173	119,780	124,571
Level 5	122,371	127,266	132,357

SCHEDULE 2 - PERFORMANCE MANAGEMENT FOR INSTITUTE MANAGERS

1. Introduction

The scheme establishes a framework for individuals to plan their work performance and the provision of objective feedback. It also facilitates training and career development.

2. Objectives of Performance Management

The objectives of performance management are to support the professional development of institute managers and to enhance the performance of the employer. All institute managers shall participate in the scheme. The performance management scheme will provide an effective means for institute managers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the line manager and the institute manager. The line manager will exercise leadership by working together with the institute manager to implement the performance management scheme and to provide continuing support and feedback to the officer. The institute manager in consultation with the line manager will identify appropriate targets and monitor their progress, requesting assistance as needed.

The major outcomes of the performance management process will be the identification of developmental needs of the institute manager, the development strategies to support these needs, feedback on performance and achievements. The process will also enhance the productivity, effectiveness and efficiency of the employer to meet changing industry and community needs.

The objectives are to:

establish clear individual performance goals linked to, and consistent with, the employer's goals and priorities and institute's plans and objectives;

identify each institute manager's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;

assist with the achievement of the employer's long term objectives and annual priorities;

provide for each institute manager, a valid basis for performance assessment against job-related criteria; and

provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support the employer's overall objectives as set out in:

the Department's and TAFE's Strategic Plans;

annual priorities; and

institutes' management plans.

The scheme is an ongoing process and consists of three major components:

developing the performance agreement;

review process; and

feedback.

Appropriate training will support implementation of the scheme.

SCHEDULE 3 - ALLOWANCES

1. Definitions - for the Purpose of this Schedule:

- 1.1 "Dependent child" means, unless otherwise defined in the award, a child of which an institute manager is a parent and who is resident with and wholly maintained by such institute manager and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.2 "Dependent partner" means a person who is resident with and substantially reliant upon an institute manager for their financial support, being either the institute manager's spouse or a person whom the relevant institute director or nominee is satisfied is cohabiting otherwise than in marriage with the institute manager in a permanent de facto and bona fide domestic relationship.
- 1.3 "Married couple" means and shall include an institute manager and their spouse or a person whom the relevant institute director or nominee is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

Table 1 - Locality Allowances - Climatic

Climatic Allowances (Hot Summer Temperatures)	TAFE Colleges or TAFE Campuses located in the Western Division of New South Wales at the following locations: Boggabilla, Bourke, Broken Hill, Cobar, Coonabarabran, Coonamble, Condobolin, Moree, Nyngan, Walgett, Warren, Wilcannia			
	On and From 1.1.05 per annum	4% from the first pay period to commence on or after 1.1.06	4% from the first pay period to commence on or after 1.1.07	4% from the first pay period to commence on or after 1.1.08
	\$	\$	\$	\$
Single or married with independent non-teaching Partner	928	965	1,004	1,044
Married with dependent partner	1,097	1,141	1,187	1,234
Married with teaching partner	549	571	594	618

Isothermic (Cold Winter Temperatures)	TAFE Colleges or TAFE Campuses within a zone of New South Wales established by the 0° Celsius July Average Minimum Temperatures at the following locations: Armidale, Bathurst, Cooma, Glenn Innes, Inverell, Tenterfield			
Single or married with independent non-teaching partner	469	488	508	528
Married with dependent partner	626	651	677	704
Married with teaching partner	313	326	339	353

Table 2 -Locality Allowances - Isolation from Socio-economic Goods and Services

Isolation from Socio-Economic Goods and Services Allowance	On and from 1.1.05 per annum	4% from the first pay period to commence on or after 1.1.06	4% from the first pay period to commence on or after 1.1.07	4% from the first pay period to commence on or after 1.1.08
	\$	\$	\$	\$
Single or married with independent non-teaching or teaching partner				
Wilcannia	2,742	2,852	2,966	3,085
Goodooga	2,437	2,534	2,635	2,740
Brewarrina	1,220	1,269	1,320	1,373
Bourke	916	953	991	1,031
Boggabilla	613	638	664	691
Cobar, Dunedoo, Nyngan, Warren	305	317	330	343
Married with dependent partner				
Wilcannia	5,483	5,702	5,930	6,167
Goodooga	4,874	5,069	5,272	5,483
Brewarrina	2,440	2,538	2,640	2,746
Bourke	1,832	1,905	1,981	2,060
Boggabilla	1,226	1,275	1,326	1,379
Cobar, Dunedoo, Nyngan, Warren	610	634	659	685
Dependent children for married institute manager with dependent partner				
Wilcannia				
First Child	318	331	344	358
Subsequent Child	202	210	218	227
Goodooga				
First Child	269	280	291	303
Subsequent Child	151	157	163	170
Dependent children for single or married institute manager with independent non-teaching or teaching partner				
Wilcannia				
First Child	159	165	172	179
Subsequent Child	101	105	109	113
Goodooga				
First Child	135	140	146	152
Subsequent Child	76	79	82	85

Table 3 - Locality Allowances - Motor Vehicles Depreciation

Motor Vehicles Depreciation	On and from 1.1.05 per annum	4% from the first pay period to commence on or after 1.1.06	4% from the first pay period to commence on or after 1.1.07	4% from the first pay period to commence on or after 1.1.08
	\$	\$	\$	\$
Applies to TAFE Colleges or TAFE Campuses at Wilcannia and Goodooga only	1,638	1,704	1,772	1,843

**Remote Areas Allowance - Public Service Allowances
Effective 1.7.08**

Table 4 - Remote Areas Allowance

1. Grade A Allowances	1. Grade B Allowances	1. Grade C Allowances
(a) With dependents: \$1,659 per annum	(a) With dependents: \$2,201 per annum	(a) With dependents: \$2,939 per annum
(b) Without dependents: \$1,157 per annum	(b) Without dependents: \$1,543 per annum	(b) Without dependents: \$2,059 per annum
All other locations situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire,	Locations Angledool Barrington Bourke Brewarrina Clare Enngonia Goodooga	Locations Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong
Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw and includes a place situated in any such town or locality. Locations All others within the above but not covered in the Category B or C allowances.	Ivanhoe Lake Mungo Lightning Ridge Louth Mungindi Pooncarie Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra	

J. McLEAY, Commissioner

**CROWN EMPLOYEES (LIBRARIANS, LIBRARY ASSISTANTS,
LIBRARY TECHNICIANS AND ARCHIVISTS) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1548 of 2008)

Before Commissioner Murphy

5 November 2008

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Conditions of Employment
8.	Anti-Discrimination
9.	Dispute Resolution Procedures
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A**1. Title**

This award shall be known as the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2008.

2. Parties

The parties to this Award are:

Director of Public Employment

New South Wales Technical and Further Education Commission

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

3. Salaries

- 3.1 The salaries payable to employees covered by this award are as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 3.2 The salaries set out in Schedule 1 - Salaries of the said Part B are in accordance with the Crown Employees (Public Sector - Salaries 2008) Award made 2 October 2008.

4. Definitions

"Archivist" means an employee appointed as such who possesses archivist qualifications acceptable for professional membership of the Australian Society of Archivists (ASA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the DPE to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ASA standard.

"Employee" means a person employed (permanently or temporarily - including part time) under the *Public Sector Employment and Management Act 2002*, or the *Technical and Further Education Commission Act 1990* No 118 (within the classifications).

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the DPE to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Department Head/Managing Director or the DPE to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"DPE" means the Director of Public Employment.

"TAFE" means the New South Wales Technical and Further Education Commission.

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

5. Descriptors

Archivist Grade 1

A professional practitioner at this level:

- (a) Undertakes professional archives work of an operational nature. May manage discrete archival projects or archival operations and systems in a multi-disciplinary unit or team.
- (b) Requires sound knowledge of archival/record keeping concepts, principles and theory, and a sound understanding of archival/record keeping systems, practices and procedures. May also require an understanding of specific archival/record keeping systems, collections, services or functions.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards and priorities and deviate to a limited extent from precedent. With experience, may solve non-routine problems by applying principle and theory with reference to precedent.

- (d) Works under general supervision of a senior professional or manager. Works either individually or cooperatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long-term and may affect clients, collections, co-workers or other agencies. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

- (a) Undertakes professional archives work of an operational nature at a more complex/in depth or demanding level. May manage discrete archival projects, or archival operations and systems in a multi-disciplinary unit or team. May provide advice and assistance to Archivists Grade 1.
- (b) Requires a well-developed knowledge of archival/record keeping concepts, principles and theory, and well-developed skills in the application of archival/record keeping systems, practices and procedures, which may include specialised systems, collections, services or functions.
- (c) Exercises judgement and initiative in dealing with a range of complex tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually or cooperatively as a member of a non-hierarchical team or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work, including decisions, is direct but may be long-term in its effects on clients, collections, co-workers or other agencies. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Archivist Grade 3

A senior professional practitioner, manager, or specialist at this level:

- (a) Undertakes projects and other professional work of a policy or specialist nature, or manages a substantial service, project or team, or a range of smaller projects/ services/teams. May manage an archives/records unit in an agency and/or provide specialised advice to senior agency management or staff.
- (b) Requires substantial knowledge of archival/record keeping concepts, principles and theory. Has a high level of proficiency and expertise in specific system/s, collection/s, service/s, function/s or policy area/s. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation or the sector.
- (c) Exercises judgement and initiative in dealing with a range of complex and detailed operational, conceptual or policy-related problems and tasks that may extend beyond the immediate work area. May develop or introduce enhancements to practices, systems, procedures and services with limited reference to suitable precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior specialist or professional manager. Work may be reviewed periodically or at key stages for soundness of judgement and adherence to organisational or sector-wide objectives and policies.
- (e) The outcome of work, including decisions, is usually intermediate to long-term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections or co-workers, or on sector-wide policy or performance/compliance. Work may contribute to the body of professional, subject or policy area knowledge.

Archivist Grade 4

A professional manager or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole or external parties. May initiate and implement a major archives/records project or program, or oversee the operations and systems of a substantial archives/records program in an agency.
- (b) Requires significant knowledge of archival/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Also requires either significant management expertise or standing as a recognised internal or external authority on system/s, collection/s, service/s or policy area/s of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgement and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interpret information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of archives/record keeping that require new and unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed objectives.
- (e) The outcome of work, including decisions, has significant long-term effect, and usually contributes substantially to organisational performance and/or to the body of professional, subject or policy area knowledge. Work has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Archivist Grade 5

A senior professional manager or principal specialist at this level:

- (a) Leads and directs a branch or program of strategic significance to the organisation, and/or provides authoritative advice of the highest order on an area of specialist or policy expertise or significance to the organisation, industry, profession or sector.
- (b) Requires extensive knowledge of archives/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Requires extensive management expertise and detailed knowledge of policy and/or service delivery and development issues, and/or standing as a recognised authority of the highest level on system/s, collection/s, service/s or policy area/s, or an area of the discipline of significance to the organisation, industry, profession or sector.
- (c) Exercises critical or managerial judgement and initiative of the highest order to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The impact of decisions and actions is strategic. Work contributes substantially to organisational performance and/or the body or professional, subject or policy area knowledge and has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician Grade 1

A paraprofessional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.
- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

- (a) Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
- (b) Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
- (d) Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
- (e) The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

Librarian Grade 1

A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Librarian Grade 3

A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of,

and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

6. Commencing Rates of Pay

- 6.1 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.2 An employee appointed as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.

7. Conditions of Employment

The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or the Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award, and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

8. Anti-Discrimination

- 8.1 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.

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.

- 8.2 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.
- 8.3 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.
- 8.4 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.

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

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

9. Grievance and Dispute Resolution Procedures

- 9.1 All grievances and dispute resolution relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department/institute, if required.
- 9.2 An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act, 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head/Managing Director.
- 9.6 The Department Head/Managing Director may refer the matter to the DPE for consideration.
- 9.7 If the matter remains unresolved, the Department Head/Managing Director shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking any action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by their union.
- 9.9 The employee or the union on their behalf, or the Department Head/Managing Director may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 9.10 The employee, union, department, and DPE and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

10. Area, Incidence and Duration

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the *Public Sector Employment and Management Act 2002* or the *Technical and Further Education Commission Act 1990*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2005 published 31 March 2006 (358 I.G. 619) and all variations thereof.

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 5 November 2008.

The award remains in force until varied or rescinded, the period for which it was made having expired.

PART B

MONETARY RATES

Schedule 1 - Salaries

Librarians, Library Assistants, Library Technicians and Archivists					
Classification and Grades	Common Salary Point	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
Librarians and Archivists					
Grade 1					
Year 1	46	46,320	48,173	50,100	52,104
Year 2	52	49,012	50,972	53,011	55,131
Year 3	58	51,784	53,855	56,009	58,249
Year 4	64	55,010	57,210	59,498	61,878
Year 5	69	57,772	60,083	62,486	64,985
Year 6	74	60,518	62,939	65,457	68,075
Grade 2					
Year 1	78	63,056	65,578	68,201	70,929
Year 2	82	65,527	68,148	70,874	73,709
Year 3	87	68,784	71,535	74,396	77,372
Year 4	91	71,546	74,408	77,384	80,479
Grade 3					
Year 1	96	75,308	78,320	81,453	84,711
Year 2	99	77,634	80,739	83,969	87,328
Year 3	103	80,683	83,910	87,266	90,757
Year 4	107	83,906	87,262	90,752	94,382
Grade 4					
Year 1	110	86,419	89,876	93,471	97,210
Year 2	113	88,962	92,520	96,221	100,070
Year 3	116	91,589	95,253	99,063	103,026
Year 4	119	94,443	98,221	102,150	106,236
Grade 5					
Year 1	122	97,109	100,993	105,033	109,234
Year 2	125	100,364	104,379	108,554	112,896
Year 3	128	103,591	107,735	112,044	116,526
Year 4	-	107,105	111,389	115,845	120,479

Library Assistants and Library Technicians					
Library Assistant					
Year 1	20	36,229	37,678	39,185	40,752
Year 2	25	38,448	39,986	41,585	43,248
Year 3	32	40,857	42,491	44,191	45,959
Year 4	40	43,903	45,659	47,485	49,384
Year 5	44	45,524	47,345	49,239	51,209
Library Technician					
Grade 1					
Year 1	46	46,320	48,173	50,100	52,104
Year 2	52	49,012	50,972	53,011	55,131
Year 3	58	51,784	53,855	56,009	58,249
Year 4	64	55,010	57,210	59,498	61,878
Grade 2					
Year 1	75	61,128	63,573	66,116	68,761
Year 2	78	63,056	65,578	68,201	70,929
Year 3	82	65,527	68,148	70,874	73,709
Year 4	87	68,784	71,535	74,396	77,372

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NATIONAL ART SCHOOL, ACADEMIC STAFF) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1620 of 2008)

Before Commissioner McLeay

6 November 2008

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Quality Improvement Program
4.	Research (Studio Practice) and Development
5.	Qualifications for Appointment
6.	Filling of Positions
7.	Calculation of Service
8.	Salaries
9.	Salary Progression
10.	Allowances
11.	Hours of Work and Attendance
12.	Lecturing Contact Hours
13.	Casual Lecturers
14.	Part-time Work for Academic Staff
15.	Leave
16.	Dispute Resolution Procedures
17.	No Further Claims
18.	Anti-Discrimination
19.	Deduction of Federation Membership Fees
20.	Leave Reserved
21.	Secure Employment Test Case – OHS Obligations
22.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. Dictionary

- 2.1 "Academic Staff" means lecturers, senior lecturers and heads of studies employed at the School.
- 2.2 "Casual Lecturer" means a lecturer engaged on an hourly basis by the School.

- 2.3 "Department" means the Department of Education and Training.
- 2.4 "Director" means the Director of the National Art School.
- 2.5 "Director-General" means the Director-General of the Department of Education and Training.
- 2.6 "Employee" means a person employed in a classification covered by this award.
- 2.7 "Employer for Industrial Purposes" means the Director of Public Employment.
- 2.8 "Employer for all purposes other than Industrial" means the Director-General of the Department of Education and Training.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Head of Public Programs" means a person employed as provided by clause 6, Filling of Positions, at the level of senior lecturer to carry out co-ordination duties in relation to the development, implementation and evaluation of public programs and who may be required by the Director to undertake some lecturing duties in the School.
- 2.11 "Head of Studies" means a person engaged as such as provided for by clause 6, Filling of Positions, to oversee the academic programs of the School.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.13 "Lecturer" means a person engaged as such and employed as provided for by clause 6, Filling of Positions, to carry out lecturing duties at the School.
- 2.14 "Lecturing Duties" means those duties contained in subclause 11.3 of clause 11, Hours of Work and Attendance, and includes lecturing in an individual Learning Centre and Study Centre.
- 2.15 "Parties" means the NSW Department of Education and Training and the Federation.
- 2.16 "School" means the National Art School which is part of the Department of Education and Training.
- 2.17 "School Year" means a period of 50 weeks, excluding the two week close down period surrounding Christmas/New Year, during which educational programs may be conducted.
- 2.18 "Senior Lecturer" means a person engaged as such and employed as provided for by clause 6, Filling of Positions, to provide artistic and administrative leadership to a Printmaking, Photography, Sculpture, Ceramics, Drawing, Art History and Theory Department of the School or other departments as may be created.

3. Quality Improvement Program

- 3.1 The parties are committed to encouraging academic staff at all levels to take responsibility for the continuous improvement of all processes, products and services of the School.
- 3.2 The parties will actively participate in the development and implementation of an agreed quality improvement program in the School and will contribute to the program's success.

4. Research (Studio Practice) and Development

- 4.1 The parties confirm a commitment to research and development for all academic staff. Staff recognise their obligation to maintain and update their skills. The School recognises its obligations to provide staff with opportunities to maintain and update their skills.

- 4.2 The School will facilitate the artistic development, skills enhancement and career development opportunities of staff and improve effectiveness through a range of activities, including:
- 4.2.1 work-based learning;
 - 4.2.2 secondment;
 - 4.2.3 project team participation;
 - 4.2.4 job design and redesign;
 - 4.2.5 research and exhibition opportunities; and
 - 4.2.6 provision of training relevant to the needs of the individual and the requirements of the School.

5. Qualifications for Appointment

- 5.1 Except where the Director determines that special circumstances exist in relation to a particular person which warrants that person's appointment with a lesser qualification, the minimum qualifications for appointment to positions are as follows:
- 5.1.1 Lecturer, senior lecturer and head of studies - Demonstrated significant standing as an artist and a current exhibition record and a distinguished record of artistic practice in the appropriate area.
 - 5.1.2 For employment within the Art History and Theory Department - demonstrated significant standing as an art historian/theoretician and appropriate qualifications.

6. Filling of Positions

- 6.1 Employees covered by this award shall be employed pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.

7. Calculation of Service

- 7.1 In calculating the years of service for the purpose of this award, the following periods shall not be taken into account:
- 7.1.1 Any leave of absence without pay exceeding five days in any year of service excepting those forms of leave which count for service for extended leave purposes.
 - 7.1.2 Any unauthorised absences.

8. Salaries

- 8.1 Salaries and rates of pay shall be paid in accordance with this clause and Part B, Tables 1 and 2. The annual remuneration of classifications covered by this award shall be as set out in Table 1 - Salaries, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 8.2 The provisions of subclause 9.1 shall apply to the classifications set out in Table 1 - Salaries of Part B, Monetary Rates, and to any such classification which, due to restructuring, has a title/name change during the life of this award.
- 8.3 The annual remuneration of salaries covered by this award shall be inclusive of all incidents of employment, except for the specific allowances as set out in this award
- 8.4 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification pursuant to Part B, Monetary Rates and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

8.4.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to 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.

8.4.2 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.

8.4.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

8.4.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

8.4.3.2 any administrative fees.

8.4.4 Where an 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:

8.4.4.1 Superannuation Guarantee Contributions;

8.4.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

8.4.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Salary Progression

9.1 A lecturer and senior lecturer shall progress after each 12 months of service along the salary steps of their classification set out in Table 1 - Salaries, of Part B, Monetary Rates, subject to the lecturer and senior lecturer demonstrating continuing satisfactory performance and professional growth as determined by the Director.

10. Allowances

10.1 Co-ordination Allowance - Where a lecturer is required to undertake the co-ordination of programs, courses or subjects in addition to their normal program, across Departments of the School for a specified period of time, as determined by the Director, they will be paid on an annual or pro-rata basis, the co-ordination allowance as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.

10.2 The co-ordination allowance is to be paid only whilst the lecturer is undertaking co-ordination duties. In addition, and for the period during which co-ordination duties are undertaken, the lecturer will be provided with a reduction in lecturing hours and/or other duties in lieu of undertaking co-ordination duties.

11. Hours of Work and Attendance

- 11.1 Attendance - Full-time and part-time staff are required to be in attendance at such times and on such days, for up to 41 weeks of the school year as is deemed necessary by the Director to maintain the efficient working of the School. In periods of non-attendance (excluding periods of annual leave), staff are expected to maintain their professional practice.
- 11.2 A flexible and adaptive approach in relation to attendance hours and working arrangements for the School will be implemented as follows:
- 11.2.1 The ordinary hours of work for lecturers, senior lecturers and heads of studies shall be 420 hours over a twelve week cycle.
- 11.2.2 The ordinary hours of work for lecturers over the twelve week cycle shall include:
- 11.2.2.1 216 hours of lecturing contact hours;
- 11.2.2.2 120 hours of preparation, marking and assessment and administrative duties;
- 11.2.2.3 84 hours maintenance of professional practice.
- 11.2.3 The ordinary hours of work for senior lecturers over the twelve week cycle shall include:
- 11.2.3.1 144 hours of lecturing contact hours;
- 11.2.3.2 192 hours of preparation, marking and assessment and administrative duties;
- 11.2.3.3 84 hours maintenance of professional practice.
- 11.2.4 The ordinary hours of work for heads of studies over the twelve week cycle shall include:
- 11.2.4.1 108 hours of lecturing contact hours;
- 11.2.4.2 228 hours of preparation, marking and assessment and administrative duties;
- 11.2.4.3 84 hours maintenance of professional practice.
- 11.2.5 Lecturers, senior lecturers and heads of studies may be required by the Director to work up to a maximum of 41 hours in any one week in undertaking lecturing contact hours, preparation, marking and assessment and administrative duties and maintenance of professional practice. More than 41 hours in a week may be worked by the academic staff member, by agreement between the academic staff member and the Director, to undertake lecturing contact hours, preparation, marking and assessment and administrative duties and maintenance of professional practice.
- 11.2.6 Lecturers, senior lecturers and heads of studies may be required by the Director to work up to 6 additional lecturing contact hours in any one week over the average weekly figure for each classification set out in subparagraphs 11.2.2.1, 11.2.3.1 and 11.2.4.1 above.
- 11.2.7 Where the hours of work for lecturers, senior lecturers and heads of studies exceed 420 hours over a twelve week cycle, the additional hours may be carried over as time-credit into the next twelve week cycle. At the end of this second twelve week cycle, the total hours work for both cycles shall equal 840. Hours in excess of 840 hours shall be paid out, at the applicable single time rate, or time taken in lieu.
- 11.2.8 The Director shall ensure that where practicable, the lecturing contact hours and hours relating to preparation, marking and assessment and administrative duties shall be arranged so that the 84 hours maintenance of professional practice shall not require the attendance of the academic staff member at the School.

- 11.2.9 Subject to the approval of the Director, lecturing contact hours and hours relating to preparation, marking and assessment and administrative duties of a full-time academic staff member may be met by attendance at the School in four days per week.
- 11.2.10 The daily span of working hours in the School for staff under this award is between 7.30 a.m. and 10.00 p.m., Monday to Sunday, inclusive. Staff working within these time bands are to be paid the normal rate of pay, with the exception of programmed lecturing hours on Sunday, which shall attract payment at double time. Field trips, excursions or work other than programmed lecturing on Sunday does not attract penalty rates.
- 11.2.11 Lecturing shall not be required after 6.00 p.m. on Saturdays or on Sundays without the prior written consent of the lecturer, senior lecturer or head of studies concerned.
- 11.2.12 Those lecturers, senior lecturers and heads of studies whose classes finish prior to the end of the academic year, semester or term due to final examinations will continue to perform other duties determined in consultation between the staff member and his/her supervisor.
- 11.3 Lecturing Duties - Actual class tuition, setting and marking class tests, assessing and marking students' practical work, preparing special lectures and lecture demonstrations, completing records and returns and setting and marking assignments, initial recording of results, familiarisation with the syllabus, organisation of lesson plan, preparation of lesson notes, preparation of teaching aids, making copies of notes, preparation for practical work, drawing and practical exercises and maintain professional practice.

NOTE: Clause 11 (previously Clause 12 in the original award) is to be read in the light of the comments by the Honourable Justice Schmidt in the Supplementary Judgment of 25 March 1999 in Matter Numbers IRC 1627 and 3676 of 1998, in which her Honour stated:

"Clause 12.2 deals with the work which may be required of those who lecture in the 3 twelve week cycles which operates over the academic year for the teaching of the degree course, making a total of 36 weeks of lectures in the 41 week year"

12. Lecturing Contact Hours

- 12.1 Subject to clause 11, Hours of Work and Attendance, the standard face to face lecturing hours component may be up to:
- 12.1.1 for full-time lecturer, 738 hours per annum.
- 12.1.2 for full-time senior lecturers, 492 hours per annum.
- 12.1.3 for full-time heads of studies, 369 hours per annum.
- 12.2 Subject to clause 11, Hours of Work and Attendance, the above lecturing hours will be discharged during 41 weeks of the 50 week school year, or alternatively by consultation between the Director and the lecturer, senior lecturer or head of studies concerned.

NOTE: Clause 12 (previously clause 13 in the original award) is to be read in the light of the comments on clauses 11 and 12 (previously clauses 12 and 13 in the original award) made by the Honourable Justice Schmidt in the Supplementary Judgment of 25 March 1999 in Matter Numbers IRC 1627 and 3676 of 1998. In particular, it is noted that clause 12 only permits those lecturing in the degree course to be required to attend for a maximum attendance of 41 weeks per year.

13. Casual Lecturers

- 13.1 This clause sets out the general conditions of employment for casual lecturers.
- 13.2 Qualifications for Appointment - Except where the Director determines that special circumstances exist in relation to a particular person which warrant that person's engagement with lesser qualifications or a

shorter duration of vocational experience, the minimum qualifications for engagement as a casual lecturer is the same as required for full-time academic staff.

13.3 Rates of Pay -

13.3.1 The hourly rate of pay inclusive of all incidents of employment, shall be as set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

13.3.2 Full-time lecturers and the casual lecturer hourly rate is linked by a formula, based for administrative convenience on the ratio of the hourly salary of Step 4 of the lecturer classification scale, which is contained in Table 1 - Salaries, of Part B, Monetary Rates.

This formula is as follows:

$$\frac{\text{Step 4 lecturer classification}}{1} \times \frac{5}{260.8929} \times \frac{1}{35}$$

13.3.3 The ratio calculated in accordance with paragraph 13.3.2 is 1.5722.

13.4 Lecturing Duties - The rate paid for casual lecturing duties shall be deemed to cover the duties which casual lecturers are engaged during the hours for which they have been authorised to provide actual lecturing and all duties incidental to lecturing including attendance in the lecture room or studio before the commencement and after the completion of the tuition, setting and marking of class tests, assessing and marking students' practical work, preparing special lectures, lectures and studio demonstrations, completing records and returns and setting and marking assignments, initial recording of results, familiarisation with the syllabus, organisation of lesson plan, preparation of lesson notes, preparation of teaching aids, making copies of notes, preparation for practical work, drawing and practical exercises. The rate also incorporates a payment in recognition of the casual nature of employment and all incidents of that employment.

13.5 Research (Studio Practice) and Development - Where a casual lecturer is required by the Director to attend a development activity which is related to their lecturing duties, the staff member shall be paid at the rate applicable to their ordinary lecturing program for the length of that development activity.

13.6 Class Cancellation - Casual lecturers who receive less than two hours notice of cancellation of a lecture, shall be paid for all that lecture at the casual lecturer rate for the period of that engagement.

13.7 Induction Session - Casual lecturers who are required to attend an induction session are entitled to be paid at the casual lecturer rate for such attendance.

13.8 Attendance at Staff Meetings - Casual lecturers who are required by the Director to attend a staff meeting are entitled to be paid for such attendance.

13.9 Access to Teaching Resources - Subject to the need for security and safety, teaching materials, working areas and equipment, resource and reference materials will be readily accessible by casual lecturers before, during and following their scheduled duty periods.

13.10 Personal Carers entitlement for Casual Lecturers

13.10.1 Casual lecturers 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 15.7.1.3(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 13.10.4, and the notice requirements set out in 13.10.5.

13.10.2 The Department and the casual lecturer shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the casual lecturer is entitled to not be available to attend work for up to 48 hours (i.e. two

days) per occasion. The casual staff member is not entitled to any payment for the period of non-attendance.

13.10.3 The Department must not fail to re-engage a casual lecturer because the casual lecturer accessed the entitlements provided for in this clause. The rights of the department to engage or not to engage a casual staff member are otherwise not affected.

13.10.4 The casual lecturer 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 Director General or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the staff member.

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

13.10.5 The casual lecturer must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director General of their inability to attend for duty. If it is not reasonably practicable to inform the Director General during the ordinary hours of the first day or shift of such absence, the casual lecturer will inform the Director General within 24 hours of the absence (drawn from AIRC order (PR964989)).

13.11 Bereavement entitlements for Casual Lecturers

13.11.1 Casual lecturers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Director General).

13.11.2 The Director General and the casual lecturer shall agree on the period for which the casual lecturer will be entitled to not be available to attend work. In the absence of agreement, the casual lecturer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual lecturer is not entitled to any payment for the period of non-attendance.

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

13.11.4 The Casual Lecturer must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director General of their inability to attend for duty. If it is not reasonably practicable to inform the Director General during the ordinary hours of the first day or shift of such absence, the casual lecturer will inform the Director General within 24 hours of the absence (Drawn from AIRC order (PR964989)).

13.12 Parental Leave for Casual Lecturers members

13.12.1 Casual Lecturers will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- 13.12.2 The Director General must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act* 1996) because:
- (a) the casual lecturer or casual lecturer spouse is pregnant; or
 - (b) the casual lecturer is or has been immediately absent on parental leave.

The rights of the Director-General in relation to engagement and re-engagement of casual lecturers are not affected, other than in accordance with this clause.

14. Part-Time Work for Academic Staff

- 14.1 A person employed on a part-time basis and engaged as such shall have the same entitlements as full-time staff, on a pro-rata basis where appropriate.

15. Leave

- 15.1 For the purposes of this clause, academic staff does not include casual lecturers unless otherwise specified.
- 15.2 Annual Leave - All academic staff shall be entitled to 20 days annual leave or pro-rata where employed for periods of less than the equivalent full-time.
- 15.3 Annual Leave Loading - All academic staff shall be paid a loading of 17.5 per cent of their salary for the 20 days annual leave for each 12 months of service, or pro-rata, on the basis of the staff member's ordinary salary rate.
- 15.4 Annual Leave and Agreed Weeks of Non-attendance for all academic staff shall be:

- 15.4.1 In lieu of the provisions under the *Annual Holidays Act* 1944, lecturers, senior lecturers and heads of studies shall, not unless otherwise required by the Director, be required to attend the School for the number of weeks as set out in the following schedule:

Classification	Annual leave weeks	Agreed calendar weeks of non-attendance (includes the two week shut down period at Christmas/New Year)
Lecturer	4	7
Senior lecturer	4	7
Head of Studies	4	7

- 15.4.2 During the agreed calendar weeks of non-attendance, academic staff will be involved in academic development and studio practice.
- 15.5 Sick Leave -
- 15.5.1 All academic staff shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.
- 15.5.2 Special sick leave shall continue to be available.
- 15.6 Sick Leave to Care for a Family Member - All academic staff shall be entitled to access accrued sick leave to care for a family member, as detailed in paragraph 15.7.1 below.
- 15.7 Personal/Carer's Leave -
- 15.7.1 Use of Sick Leave -

- 15.7.1.1 Academic staff with responsibilities in relation to a class of person set out in section 15.7.1.3 (b) below, who needs the staff member's care and support shall be

entitled to use, in accordance with this paragraph, any current or accrued sick leave entitlement provided for in paragraph 15.5.1, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

15.7.1.2 The staff member shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, a staff member must not take carer's leave under this subclause where another person has taken leave to care for the same person.

15.7.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:

- (a) the staff member being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or spouse or de facto spouse of the staff member; or
 - (4) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or
 - (5) a relative of the staff member who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

15.7.1.4 A staff member shall, wherever practicable, give the Director 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 staff member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the staff member to give notice of absence, the staff member shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

15.7.2 Unpaid Leave for Family Purposes - Academic staff may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 15.7.1.3 (b) above, who is ill.

15.7.3 Annual Leave -

- 15.7.3.1 Academic staff may elect, with the consent of the Director, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.7.3.2 Access to annual leave, as prescribed in subparagraph 15.7.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 15.7.3.3 A staff member and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- 15.7.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

15.7.4 Time Off in Lieu of Payment for Overtime -

- 15.7.4.1 Academic staff may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- 15.7.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
- 15.7.4.3 If, having elected to take time as leave in accordance with subparagraph 15.7.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (12) month period or on termination.
- 15.7.4.4 Where no election is made in accordance with subparagraph 15.7.4.1 above, the staff member shall be paid overtime rates in accordance with the award.

15.7.5 Make-up Time - Academic staff may elect, with the consent of the Director, to work "make-up time," under which the staff member 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.

15.7.6 Bereavement Leave -

- 15.7.6.1 Where family and community service leave has been exhausted academic staff shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 15.7.6.3 below.
- 15.7.6.2 The staff member must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director provide to the satisfaction of the Director proof of death.
- 15.7.6.3 Bereavement leave shall be available to the staff member in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in section 15.7.1.3 (b) above, provided that for the purposes of bereavement leave, the staff member need not have been responsible for the care of the person concerned.
- 15.7.6.4 A staff member shall not be entitled to bereavement leave under this clause during any period in respect of which the staff member has been granted other leave.
- 15.7.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 15.7.2, 15.7.3, 15.7.4 and 15.7.5. In determining such a request, the

Director will give consideration to the circumstances of the staff member and the reasonable operational requirements of the School.

- 15.8 Extended Leave - All academic staff, including casual lecturers employed on a temporary basis, shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further 11 working days for each completed year of service after ten years.
- 15.9 Family and Community Service Leave -
- 15.9.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to academic staff some or all of the available family and community service leave on full pay.
- 15.9.2 Such cases may include, but are not limited to the following:
- 15.9.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
 - 15.9.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 15.9.2.3 emergency or weather conditions, such as when flood, fire or snow, etc., threaten and/or prevent a staff member from reporting for duty;
 - 15.9.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 15.9.3 Attendance at court by a staff member to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 15.9.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 15.9.5 Staff members who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.
- 15.9.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to academic staff shall be the greater of the leave provided in subparagraphs 15.9.6.1 and 15.9.6.2:
- 15.9.6.1 two and a half of the staff member's working days in the first year of service and, on completion of the first year's service, five of the staff member's working days in any period of two years;
 - 15.9.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the staff member.
- 15.9.7 If available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.

15.9.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with paragraph 15.7.1 shall be granted when paid family and community service leave has been exhausted.

15.10 Maternity, Adoption and Parental Leave -

15.10.1 Maternity, adoption and parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996 (NSW)* and Regulation.

15.10.2 On and from 1 January 2006 employees under this Award shall be entitled to maternity, adoption and parental leave in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 (338 IG 387) as varied, or its successor.

15.10.3 Right to Request

15.10.3.1 An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

15.10.4 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.

15.10.5 The employee's request and the employer's decision made under 15.10.2.1(ii) and 15.10.2.1(iii) must be recorded in writing.

15.10.6 Where an employee wishes to make a request under 15.10.3.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

15.10.7 Communication during Maternity, Adoption or Parental Leave

15.10.7.1 Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce a significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

15.10.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 15.10.7.

16. Dispute Resolution Procedures

16.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:

16.1.1 Should any dispute (including a question or difficulty) arise at the School, the staff member and/or Federation workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.

16.1.2 The supervisor will discuss the matter with the staff member and/or Federation representative within two working days of having been notified of a dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

16.1.3 Should the above procedure be unsuccessful or involve matters where it is inappropriate, the dispute will be referred to the Director. Matters at this step will be discussed within two working days of having been notified of a dispute or by negotiating an agreed method and time frame for proceeding.

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

17. No Further Claims

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

18. Anti-Discrimination

18.1 It is the intention of the parties 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.

18.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 16 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 shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

18.3 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.

18.4 Nothing in this clause is to be taken to affect:

18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

18.4.2 offering or providing junior rates of pay to persons under 21 years of age;

18.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and

18.4.4 any party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

18.5 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.

19. Deduction of Union Membership Fees

19.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

19.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

19.3 Subject to 19.1 and 19.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

19.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

19.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

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

20. Leave Reserved

20.1 Leave is reserved to the parties to apply as they may be advised in respect to the classification of tutors. The Public Service Association and Professional officers' Association Amalgamated Union of New South Wales has brought its interest in the tutor classification to the notice of the parties and the Industrial Relations Commission of New South Wales. Any award application to progress the classification of tutor would involve discussions with the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales as part of this process.

21. Secure Employment Test Case - OHS Obligations

21.1 For the purposes of this clause, the following definitions shall apply:

21.1.1 A "labour hire business" is a businesses (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

21.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

21.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):

- 21.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 21.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 21.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 21.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 21.3 Nothing in this clause 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*.
- 21.4 Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 21.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
- 21.6 This clause will operate from 1 March 2006

22. Area, Incidence and Duration

- 22.1 This award shall apply to all members of the academic staff of the National Art School employed as permanent officers or temporary or casual employees pursuant to the provisions of the *Public Sector Employment and Management Act 2002*, with the exception of those staff members employed under the Senior Executive Service.
- 22.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (National Art School, Academic Staff) Salaries and Conditions Award 2006 published June 2006 (359 I.G. 474), as varied.
- 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 6 November 2008.
- 22.3 The award shall remain in force until 31 December 2008.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Salary from the first pay period to commence on or after 1.1.2006 \$	Salary from the first pay period to commence on or after 1.1.2007 \$	Salary from the first pay period to commence on or after 1.1.2008 \$
Increase	3%	3%	3%

Lecturer -			
Step 1	64,937	66,885	68,892
Step 2	68,399	70,451	72,565
Step 3	72,006	74,166	76,391
Increase	4.5%	4.5%	4%
Step 4	76,718	80,170	83,377
Increase	4%	4%	4%
Senior Lecturer -			
Step 1	84,229	87,598	91,102
Step 2	87,680	91,187	94,834
Step 3	91,908	95,584	99,407
Head of Studies	113,632	118,177	122,904

Table 2 - Other Rates and Allowances

Brief Description	Rates from the first pay period to commence on or after 1.1.2006 \$	Rates from the first pay period to commence on or after 1.1.2007 \$	Rates from the first pay period to commence on or after 1.1.2008 \$
Increase	4%	4%	4%
Co-ordination Allowance (pa)	4,105	4,269	4,440
Increase	4.5%	4.5%	4%
Casual Lecturer (ph)	66.05	69.02	71.78

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW FIRE BRIGADES FIREFIGHTING STAFF) INTERIM AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by New South Wales Fire Brigades on behalf of the Director of Public Employment of a dispute.

(No. IRC 85 of 2008)

Before The Honourable Justice Kavanagh

18 February 2008

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Rates of Pay and Allowances
3.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
4.	Dispute Settlement Procedure
5.	Anti-Discrimination
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Rates of Pay

Table 3 - Allowances

2. Rates of Pay and Allowances

- (i) The rates of pay under this Award are payable to employees employed in one of the classifications covered by the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.
- (ii) The rates of pay are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The rates of pay prescribed in Part B of this Award reflect the rates of pay effective from the beginning of the first full pay period to commence on or after 24 February 2008, including a 2.5% increase to rates of pay contained in the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.
- (iv) The following allowances in the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005 are subject to adjustment in line with the rates of pay increases in subclause (iii) of this clause:

Laundry Expenses

Kilometre Allowance

Major Aerial Allowance
Minor Aerial Allowance
BA/Hazmat Allowance
Hazmat Support Allowance
Communications Allowance, Firefighters
Communications Allowance, Officers
Communications Allowance, Senior Officers
Country Allowance
Remote Area Allowance
Rescue Allowance
Service Allowance
Relieving Allowance
Court Attendance Stand-By Rate
Accommodation Contribution

3. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 2, Rates of Pay and Allowances, 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.
- (iii) By mutual agreement with the Commissioner, 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 DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.

- (vi) Except in accordance with subclause (vii) of this Clause, 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 Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) 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 Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the Department 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.

- (x) 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 (ix) of this clause, the Department 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 Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) 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 2, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Union. 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.

4. Disputes Settlement Procedures

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- (ii) Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (iii) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (iv) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (v) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- (vi) No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- (vii) Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

5. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in 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 Disputes Avoidance Procedures prescribed by Clause 4 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 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 taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

6. Area, Incidence and Duration

- (i) This Award shall operate in conjunction with, and apply to employees employed in the classifications covered by, the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005. Except as otherwise provided in this Award, employees shall be entitled to and observe the conditions of employment provided in the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.
- (ii) This Award provides the rates of pay and relevant allowances effective from the beginning of the first full pay period to commence on or after 24 February 2008, including a pay increase of 2.5% to rates of pay and relevant allowances contained in the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.
- (iii) This increase in subclause (ii) of this clause arises from Order of the Industrial Relations Commission on 18 February 2008.
- (iv) This Order also referred the industrial matter as a Special Case for Arbitration (application for a Wage Increase).
- (v) This Award shall take effect on and from the beginning of the first full pay period to commence on or after 24 February 2008 and shall remain in force until 23 August 2008.

PART B

The rates of pay and relevant allowances under this Award are payable to employees employed in the classifications covered by the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005. The tables and clauses referred to in Part B of this Award correspond to the tables and clauses in the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005.

MONETARY RATES

Table 1 - Rates of Pay

Effective from the beginning of the first full pay period to commence on or after 24 February 2008 (2.5% Increase)

Classification	Rate of Pay \$	Roster Allowance \$	Total Weekly Rate \$
Recruit Firefighter	899.69	0.00	899.69
Firefighter Level 1	999.67	43.74	1043.41
Firefighter Level 2	1055.22	46.17	1101.39
Firefighter Level 3	1110.75	48.60	1159.35
Qualified Firefighter	1110.75	48.60	1159.35
Senior Firefighter	1155.21	50.54	1205.75
Leading Firefighter	1244.06	54.43	1298.49
Station Officer Level 1	1332.85	58.31	1391.16
Station Officer Level 2	1388.48	60.75	1449.23
Inspector	1651.21	72.24	1723.45
Superintendent	112,871 per annum		
Chief Superintendent Level 1	116,808 per annum		
Chief Superintendent Level 2	121,951 per annum		

Table 2 - Rates of Pay

Effective from the beginning of the first full pay period to commence on or after 24 February 2008 (2.5% Increase)

Classification	Rate \$
Operational Support Level 1	1315.44 per week
Operational Support Level 2	1555.00 per week
Operational Support Level 3	1890.14 per week
Operational Support Level 4	113614 per annum
Operational Support Level 5	121952 per annum

Table 3 - Allowances

The following allowances are effective from the beginning of the first full pay period to commence on or after 24 February 2008

Clause No.	Description	Unit	Amount \$
6.6.1	Laundry expenses	per week	29.37
6.6.2 9.7 12.7	Kilometre Allowance	per km	0.95
6.6.3	Major Aerial Allowance	per week	44.34
6.6.4	Minor Aerial Allowance	per week	16.63
6.6.5	BA/Hazmat Allowance	per week	88.69
6.6.6	Hazmat Support Allowance	per week	17.74
6.6.7	Communications Allowance, Firefighters	per week	137.89
6.6.8	Communications Allowance, Officers	per week	149.53
6.6.9	Communications Allowance, Senior Officers	per week	174.27
6.6.10	Country Allowance	per week	6.01
6.6.11	Remote Area Allowance	per week	23.04
6.6.12	Rescue Allowance	per week	38.54
6.6.13	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	per week	3.57 7.14 10.71
2.6	Relieving Allowance	per rostered shift	25.50
25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours		11.92 17.88
30.3.1	Accommodation Contribution	per week	30.40

NOTE: The amounts specified per shift or per rostered shift in Table 3 are based on the 10/14 Roster and use an average of 12 hours per shift. In cases where employees work an 8 hour shift, the rates shall be correspondingly reduced by dividing the figures shown by 1.5.

T. M. KAVANAGH J

CROWN EMPLOYEES (NSW FIRE BRIGADES PERMANENT FIREFIGHTING STAFF) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 85, 231, 722, 723 and 915 of 2008)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Kavanagh
Mr Deputy President Grayson

19 September 2008

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the "Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008".
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.
- 1.3 This Award is in three Parts as follows:-
- Part A - Introduction, Index, Basic Wage, and Definitions
- Part B - Rates of Pay and Conditions of Employment
- Part C - Monetary Rates
- 1.4 Except as provided by subclause 1.5, the provisions of Part B, Rates of Pay and Conditions of Employment shall apply to all employees covered by this Award.
- 1.5 The provisions of Clause 9 - Overtime, Clause 10 - Meals and Refreshments, Clause 12 - Relieving Provisions, Clause 16 - Training Course Attendance Entitlements, Clause 19 - Examination and Assessment leave, Clause 25 - Court Attendance Entitlements, Clause 27 - Notice of Transfer and Clause 28 - Transfers Outside the GSA shall not apply to Executive Officers.

2. Index

Clause No.	Subject Matter
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PART A

- | | |
|----|--------------|
| 1. | Introduction |
| 2. | Index |
| 3. | Basic Wage |
| 4. | Definitions |

PART B

5. Intention
6. Rates of Pay and Allowances
7. Higher Duties
8. Hours of Work
9. Overtime
10. Meals and Refreshments
11. Transport
12. Relieving Provisions
13. Progression and Promotion Provisions
14. Operational Support Positions
15. Training and Staff Development
16. Training Course Attendance Entitlements
17. Annual Leave
18. Compassionate Leave
19. Examination and Assessment Leave
20. Long Service Leave
21. Parental Leave
22. Personal/Carer's Leave
23. Sick Leave
24. Special Leave for Union Activities
25. Court Attendance Entitlements
26. Travelling Compensation
27. Notice of Transfer
28. Transfers Outside of the GSA
29. Transferred Employee's Compensation
30. Rental of Premises
31. Protective Clothing and Uniforms
32. Clothes Drying Facility
33. Cleaning of Clothes
34. Safety Belts
35. Disputes Avoidance Procedures
36. Organisational Change under Clause 36.2
37. Acknowledgment of Applications and Reports
38. Procedures Regarding Reports and Charges
39. Drug And Alcohol Protocol
40. Salary Sacrifice to Superannuation
41. Anti-Discrimination
42. Employees' Duties
43. Leave Reserved
44. Area, Incidence and Duration

PART C

MONETARY RATES

- Table 1.1 - Rates of Pay
 Table 1.2 - Rates of Pay
 Table 1.3 - Rates of Pay
 Table 1.4 - Rates of Pay
 Table 2.1 - Rates of Pay
 Table 2.2 - Rates of Pay
 Table 2.3 - Rates of Pay
 Table 2.4 - Rates of Pay
 Table 2.5 - Rates of Pay

- Table 3 - Allowances

Table 4 - Travelling / Transferred Employees Compensation Allowances

Table 5 - Temporary Accommodation Contribution Allowances

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage of \$121.40 per week.
- 3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.
- 3.3 A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said Clause 15.

4. Definitions

"Agreed Distance" means the relevant distance set out within the Matrices which appeared at Part E of the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2001, or as subsequently amended pursuant to subclause 12.10, copies of which shall be provided by the Department to employees in the manner agreed between the Department and the Union.

"Commissioner" means Commissioner of the Department holding office as such under the *Public Sector Employment and Management Act 2002*.

"Competency" means the training competencies developed by the Department following consultation between the Department and the Union providing the appropriate level of training, or part thereof, for the skill required to undertake the work for each classification covered by this Award.

"Department" means the NSW Fire Brigades established by the *Fire Brigades Act 1989* and as a Department under Schedule 1 of the *Public Sector Employment and Management Act 2002*.

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

"Employee" means a person, other than an employee covered by the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2008, employed in one of the classifications covered by this Award, as a member of the NSW Fire Brigades in terms of the provisions of the *Fire Brigades Act 1989*. Provided that where "employee" is referred to in the provisions of this Award which apply exclusively to either Operational Firefighters, Operational Support Positions or to Executive Officers, "employee" shall mean only those classifications to which the exclusive conditions are intended to apply.

"Executive Officer" means an employee having the rank of Chief Superintendent or Superintendent.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"Firefighter" means an employee classified as a Recruit, Firefighter Level 1, Firefighter Level 2, Qualified Firefighter, Senior Firefighter or Leading Firefighter.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Pittwater, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by the New South Wales Fire Brigades.

"Major Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of more than 18 metres.

"Minor Aerial Appliance" means a firefighting vehicle equipped with a motorised boom and/or ladder extension with a reach of up to and including 18 metres.

"Officer" means any employee having the rank of Station Officer.

"Operational Firefighter" means a firefighter classified as one of the following: Recruit Firefighter; Firefighter Level 1; Firefighter Level 2; Qualified Firefighter; Senior Firefighter; Leading Firefighter; Station Officer; or Inspector.

"Operational Support Position" means a position classified as such by the Department following consultation between the Department and the Union and graded using a NSW Government accredited job evaluation system.

"Outduty" means a period of duty performed by a Firefighter, not being a Relieving Employee, where the Firefighter either commences or ceases duty at a station other than the station where the Firefighter normally reports for duty, but does not include an employee on suitable duties.

"Overtime" means for an Operational Firefighter all time worked with approval or direction in excess of the employee's rostered shift.

"Platoon" means a group of employees assigned to a shift.

"Rate of Pay" means the ordinary time rate of pay for an Operational Firefighter and includes the "shift allowance", "loading" and "industry allowance" referred to in Clause 6, Rates of Pay and Allowances.

"Relieving Employee" means an employee serving at a station while not being permanently attached to any one station.

"Senior Officer" means an employee having the rank of Inspector.

"Stand By" means a period of duty up to and including four hours performed by a Firefighter at a station other than the station at which the Firefighter commenced duty and where the Firefighter finishes duty at the station at which duty commenced.

"Standard Roster" means the roster prescribed in subclause 8.3 of Clause 8 of this Award.

"Substantial Meal" means a meal similar in standard to that provided by domestic airlines to inflight passengers travelling interstate economy class.

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

PART B

5. Intention

The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.

6. Rates of Pay and Allowances

6.1 The provisions of clauses 6.2 to 6.7 inclusive shall not apply to Executive Officers and the provisions of subclause 6.8 shall not apply to Operational Firefighters. The provisions of subclauses 6.9 to 6.17 inclusive shall apply to all employees.

6.1.1 An employee shall be paid the rate of pay prescribed for the employee's classification in Tables 1.1 to 1.4 & 2.1 to 2.5 of Part C, Monetary Rates, of this Award.

- 6.2 The "rate of pay" is a composite rate which incorporates the basic wage, margin, loading, shift allowance and industry allowance previously prescribed separately in the Fire Brigade Employees (State) Award (as varied from time to time), published in the NSW Industrial Gazette on 28 June, 1991.
- 6.3 The "shift allowance" referred to in subclause 6.2 is an amount to compensate for shiftwork.
- 6.4 The 'loading' referred to in subclause 6.2 is an amount which is in compensation for the incidence, as a result of the normal roster arrangements, of work on weekends and public holidays. In cases where additional public holidays are Gazetted, employees who actually work on such days, in the area covered by the public holiday, shall be credited with the same number of hours of consolidated leave as those hours actually worked on each such day. For the purposes of this clause additional public holidays shall not include local public holidays.
- 6.5 The "industry allowance" referred to in subclause 6.2 is an amount which is in consideration of conditions particular to working in the Firefighting Industry.
- 6.5A The "Roster Allowance" is an amount which is in consideration of conditions particular to rosters in the Firefighting Industry and shall be paid for all purposes, at the rate prescribed for the employee's classification in Tables 1.1 to 1.4 of Part C, per week.
- 6.6 Except as provided for in this subclause, or in subclause 6.7, in addition to the rates of pay prescribed in Tables 1.1 to 1.4 & 2.1 to 2.5 of Part C, employees, where applicable, shall be paid:
- 6.6.1 An amount not exceeding the Laundry Expenses set at Item 1 of Table 3 of Part C, for all reasonable laundry expenses incurred by an employee who performs duty on a temporary basis outside the GSA. Accounts for such laundry expenses are to be submitted when a claim is made.
- 6.6.2 The Kilometre Allowance set at Item 2 of Table 3 of Part C, per kilometre:
- 6.6.2.1 for Firefighters who perform a "Stand By" and who are required to use their private vehicle to perform such "Stand By". The distance shall be the agreed distance or, if the return distance travelled by the employee from the station at which duty commenced to the station at which the "Stand By" is performed is not contained in the Matrices, the actual distance necessarily and reasonably travelled; and
- 6.6.2.2 for Operational Firefighters who travel between stations pursuant to Clause 12, Relieving Provisions; and
- 6.6.2.3 for Officers who are required to use their own vehicle to attend an incident whilst off duty.
- 6.6.3 The Major Aerial Allowance set at Item 3 of Table 3 of Part C, per week, for Firefighters who are qualified to operate a Major Aerial Appliance and who are attached to a station with this equipment.
- 6.6.4 The Minor Aerial Allowance set at Item 4 of Table 3 of Part C, per week, for Firefighters and Officers who are qualified to operate a Minor Aerial Appliance and who are attached to a station with this equipment.
- 6.6.5 The BA/Hazmat Allowance set at Item 5 of Table 3 of Part C, per week, for Firefighters and Officers who are qualified for and attached to the BA/Hazmat sections at Sydney, Newcastle or Wollongong.
- 6.6.6 The Hazmat Support Allowance set at Item 6 of Table 3 of Part C, per week, for Firefighters who are qualified to operate the Hazardous Materials appliance at Berkeley Vale, and who are attached to that station.

- 6.6.7 The Communications Allowance set at Item 7 of Table 3 of Part C, per week, for Firefighters who are qualified for and attached to the Communications sections at Sydney, Katoomba, Newcastle or Wollongong, which shall be paid for all purposes.
- 6.6.8 The Communications Allowance set at Item 8 of Table 3 of Part C, per week, for Officers who are qualified for and attached to the Communications sections at Sydney, Katoomba, Newcastle or Wollongong, which shall be paid for all purposes.
- 6.6.9 The Communications Allowance set at Item 9 of Table 3 of Part C, per week, for Senior Officers who are qualified for and attached to the Communications section at Sydney, which shall be paid for all purposes.
- 6.6.10 The Country Allowance set at Item 10 of Table 3 of Part C for Officers and Senior Officers who are attached to a station or workplace located outside the GSA and outside the areas specified in subclause 28.2.2 of this Award, which shall be paid for all purposes.
- 6.6.11 The Remote Area Allowance set at Item 11 of Table 3 of Part C, per week, for Firefighters and Officers who work at Broken Hill or Moree, which shall be paid for all purposes.
- 6.6.12 The Rescue Allowance set at Item 12 of Table 3 of Part C for Firefighters and Officers who are recognised as qualified rescue operators by the State Rescue Board and who are attached to a Primary or Secondary Rescue station.
- 6.6.13 The Service Allowance set at Item 13 of Table 3 of Part C for Firefighters who have completed the requisite period of employment as a Firefighter.
- 6.6.14 The Marine Allowance set at Item 14 of Table 3 of Part C, per week, for Firefighters and Officers who are qualified for and attached to a designated marine station.
- 6.7 Exceptions, Explanations and Method of Adjustment
- 6.7.1 The allowances set at subclauses 6.6.3 to 6.6.14 (inclusive) shall not be payable to the occupants of Operational Support positions.
- 6.7.2 The allowances set at subclauses 6.6.3 to 6.6.14 (inclusive) shall be paid in full, regardless of the number of shifts actually worked by the employee within that week.
- 6.7.3 The term "attached to" within this Clause shall include employees who are permanently assigned to the relevant station or section, Relieving Employees whose base station is the relevant station or section and who are performing duty at some other location, Relieving Employees with base stations elsewhere who are performing duty at the relevant station or section, employees who are permanently assigned to the relevant station or section but who are performing an Outduty at some other location, employees who are permanently assigned elsewhere but who are performing an Outduty at the relevant station or section but shall not include employees who perform duty at the relevant station or section pursuant to Clause 9, Overtime, except as provided for in subclauses 6.6.7, 6.6.8, 6.6.9, 6.6.10 and 6.6.11.
- 6.7.4 The allowances set at subclause 6.6.13 shall in future be adjusted by firstly calculating the increase for 5-10 years service to the nearest cent to arrive at a new base rate and then doubling that new base rate to arrive at the new 10-15 years service amount and tripling that new base rate to arrive at the new 15-plus years service amount.
- 6.7.5 The Major and Minor Aerial allowances set at subclauses 6.6.3 and 6.6.4 respectively, shall not be paid concurrently. In situations where both allowances would otherwise apply pursuant to this Clause, the Major Aerial Allowance only shall be paid.

- 6.8 The salaries for Executive Officers are as specified in Tables 1.1 to 1.4 of Part C, Monetary Rates. Such salaries are all incidence rates of pay and include compensation for:
- 6.8.1 the way in which ordinary hours are worked in terms of subclause 8.12;
 - 6.8.2 the working of any excess hours or being on call; and
 - 6.8.3 the non payment of an annual leave loading.
- 6.9
- 6.9.1 Employees shall be paid fortnightly and payment shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and the Union.
 - 6.9.2 Employees shall be paid not later than Thursday in any pay week. Provided that Operational Firefighters who perform overtime shall be paid within two pay periods of the date upon which such overtime was worked.
- 6.10
- 6.10.1 An employee shall not be entitled to payment in respect of any unwarranted absence from duty or in respect of leave granted without pay.
 - 6.10.2 Where any strike or stoppage of work occurs during a pay period for which payment has already been made, the Department shall deduct the amount overpaid from the wages of the employee. The provisions of subclause 6.16 shall not apply in cases where overpayments have occurred as a result of any strike or stoppage of work.
- 6.11 Unless as otherwise provided for in Clause 24, Special Leave for Union Activities, where an employee is, on application, granted leave by the Department to attend to Union business, all such leave shall be leave without pay.
- 6.12 Where the period of absence or leave under subclauses 6.10 and 6.11 of this clause, is a portion of a week, the amount to which an employee shall be disentitled shall be ascertained on an hourly basis. Such disentitlement shall be calculated to the nearest five minutes.
- 6.13 Where a portion of a week is worked in a higher classification immediately following promotion, payment for that portion shall be ascertained, on an hourly basis, by dividing the minimum rate of pay applicable to the new classification by forty. Such entitlement shall be calculated to the nearest five minutes.
- 6.14 In the event of the death of an employee, all monies due to the employee pursuant to the provisions of this Award shall be paid to the employee's estate.
- 6.15 Payroll Deductions:
- 6.15.1 Except as provided for in 6.15.2, all salary deductions shall be made in accordance with the Treasury Guidelines.
 - 6.15.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions and shall forward the amount so deducted to the Union as soon as possible thereafter.
- 6.16 Overpayments:
- 6.16.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly pay.

- 6.16.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.16.3 The recovery rate of 10% of an employee's gross fortnightly pay referred to in subclause 6.16.1 may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
- 6.16.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.16.1, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

7. Higher Duties

- 7.1 An employee shall not be permitted to perform Higher Duties unless, firstly, the employee is qualified to perform such duties and, secondly, where a rank or classification structure applies, the employee is at the rank or classification immediately below the rank or classification in which the relief is to be performed.
- 7.2 An employee performing Higher Duties shall be paid, for the period of relief, the difference between the employee's usual rate of pay and the minimum rate of pay for the classification in which the higher duties are performed. Such employees shall not be entitled to allowances in subclauses 6.6.3 to 6.6.14 (inclusive) where they are performing higher duties in an Operational Support position.
- 7.3 While a Senior Officer who relieves an Executive Officer shall be remunerated for the period of relief in terms of subclause 7.2, such employee shall, with the exception of provisions relating to hours of work and overtime, retain the conditions of employment applicable to a Senior Officer. In relation to hours of work and excess hours such an employee shall, for the period of relief, be covered by subclause 8.12 of Clause 8, Hours of Work.
- 7.4 In selecting employees to perform Higher Duties the following procedures shall apply:
- 7.4.1 Where the period of relief is to be less than one month, a merit based selection process need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.4.2 Where the period of relief is one month or more and the need for the relief is known in advance, expressions of interest shall be called for and selection made on the basis of merit.
- 7.4.3 Where the need for the relief is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.4.1. However, immediately following that initial appointment expressions of interest are to be called for and selection made on the basis of merit.
- 7.4.4 For the purposes of this clause, merit shall be determined consistent with the principles and processes underlying merit based selection in the NSW Public Service.

8. Hours of Work

- 8.1 The average ordinary working hours of Operational Firefighters shall be forty hours per week over the cycle of weeks for which the rosters of ordinary hours of duty and leave operate. All rosters include, in addition to the average forty ordinary hours per week, an average per week of; two hours of thirty-eight hour week leave accrual which shall be accumulated and added to annual leave accrual, and taken in accordance with a leave roster.

8.2 Arrangement of Rosters

- 8.2.1 Rosters shall be arranged, as far as practicable, to give Operational Firefighters at least fourteen days notice in advance. Once a roster is drawn up it shall not be departed from except by the Department following consultation between the Department and the Union or to meet an emergency due to sickness or other unexpected or unavoidable cause.
- 8.2.2 Except as provided for in subclause 8.2.1, effective on and from the date of operation of this Award, any change at any location from one roster system to another, or to a new roster system, shall only be by the Department following consultation between the Department and the Union.

8.3 Standard 10\14 Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours	D	D	N	N				D	D	N	N				D	D	N	N				D	D	N	N			
B Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				
C Hours					D	D	N	N					D	D	N	N					D	D	N	N				
D Hours				D	D	N	N				D	D	N	N					D	D	N	N				D	D	
	48							48							48							48						
	38							38							48							48						
	34							34							38							38						
	48							48							34							34						

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
A Hours					D	D	N	N					D	D	N	N					D	D	N	N				
B Hours			D	D	N	N					D	D	N	N					D	D	N	N					D	D
C Hours	D	D	N	N				D	D	N	N				D	D	N	N				D	D	N	N			
D Hours	N	N					D	D	N	N				D	D	N	N				D	D	N	N				
	34							34							38							38						
	48							48							34							34						
	48							48							48							48						
	38							38							48							48						

8.3.1 The Standard 10/14 roster system is based on four platoons over an 8-week cycle.

8.3.2 The shifts within the Standard 10/14 roster cycle shall be as set out in the Table at subclause 8.3 where: D = 0800 hours to 1800 hours; and N = 1800 hours to 0800 hours.

8.4 Back to Back Roster System

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours	D	D	D	D				D	D	D	D				D	D	D	D				D	D	D	D			
F Hours					D	D	D	D					D	D	D	D					D	D	D	D				
	48							48							48							48						
	36							36							36							36						

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
E Hours	D D D							D D D							D D D							D D D						
F Hours	D D D D							D D D D							D D D D							D D D D						
	36							36							36							36						
	48							48							48							48						

8.4.1 The Back to Back roster is based on two platoons over an 8-week cycle.

8.4.2 The shifts within the Back-to-Back roster cycle shall be as set out in the Table at subclause 8.4 where: D = 0600 hours to 1800 hours.

8.5 Overlap Roster

	1st Week							2nd Week							3rd Week							4th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
G Hours	D D D D D							D D D D D							D D D D D							D D D D D						
H Hours	D D D D							D D D D D							D D D D							D D D D D						
	52.5							31.5							52.5							31.5						
	31.5							52.5							31.5							52.5						

	5th Week							6th Week							7th Week							8th Week						
Platoon	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
G Hours	D D D D D							D D D D D							D D D D D							D D D D D						
H Hours	D D D D							D D D D D							D D D D							D D D D D						
	52.5							31.5							52.5							31.5						
	31.5							52.5							31.5							52.5						

8.5.1 The Overlap roster system is based on two platoons over an 8-week cycle.

8.5.2 The shifts within the Overlap roster cycle shall be as set out in the Table at subclause 8.5 where: D = 0700 hours to 1730 hours.

8.6 Special Roster System

- 8.6.1 The Special Roster System is a Monday to Friday day shift roster with the commencing and ceasing times for Monday to Thursday being 0800 hours to 1630 hours, respectively and for Friday 0800 hours to 1600 hours respectively.
- 8.7 Except for fire stations operating the Standard 10/14 roster system on the date of the making of this Award, the roster prescribed in subclause 8.3 of this clause shall not apply to fire stations which the Department determines shall be staffed by employees on a full-time basis for less than 168 hours per week and by Retained Firefighters for the balance of the week where the ordinary hours not exceeding 40 per week shall be worked as directed by the Department from time to time.
- 8.8 The average ordinary working hours of employees holding the classification of Recruit Firefighter shall be 40 hours per week. The rostered hours of work for Recruit Firefighters shall be arranged so that they shall not accrue 38 hour leave. The hourly rate of pay of an employee holding the classification of Recruit Firefighter shall be determined by dividing the weekly rate of pay for a Recruit Firefighter by 40.
- 8.9 Irrespective of which roster is for the time being applicable, the following general conditions shall apply:
- 8.9.1 In the event of an alarm, requiring any station to stand by or respond to an incident, being received at the station during roll call, the oncoming platoon shall, if required, respond to the incident. The off-going platoon shall remain on duty, if required, or until otherwise directed. Roll calls shall be conducted by the station bell being rung two minutes before rostered time to change shift.
- 8.9.2 The oncoming shift available in the station may attend roll call without any overtime penalty being incurred, but on completion of the roll call and the Officer-in-Charge being satisfied that there are adequate staff for the shift, the off-going shift shall then be dismissed.
- 8.9.3 No employee shall be charged with being absent from duty who misses the roll call at two minutes in the time set for the change of shift, provided that the employee is on station premises by the rostered time for the shift to commence. An employee retained beyond the ceasing time of the shift shall be paid overtime.
- 8.9.4 If, when the oncoming platoon reports at a station at the time prescribed for the change of shift, the other platoon is proceeding to or attending an incident or alarm, the oncoming platoon, if so ordered, shall after roll call, proceed to the incident and the Officer or senior members of the platoon shall report, without delay, the arrival of the platoon to the Officer-in-Charge of the incident. The off-going platoon shall remain on duty at the incident until relieved.
- 8.9.5 The Officer-in-Charge of the incident may, if in that Officer's judgment it is expedient, hold both the oncoming and off-going platoons for duty at the incident. If the off-going platoon is not held at the incident or is not detained at the incident for duty elsewhere, it shall report back to the station and shall remain available until the other platoon returns or until otherwise directed, when it shall be dismissed.
- 8.9.6 In the event of one or more members of the ongoing platoon being absent an equal number of members in the platoon on duty shall be liable to be detained on duty until such time as they may be relieved. Nothing herein contained shall be deemed to sanction an unauthorised absence or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- 8.10 The rosters provide for an amount of residual leave of 7.25 hours per annum, which is to be credited as consolidated leave, on the anniversary of the employee's date of commencement of employment by the Department notwithstanding the provisions of subclause 8.8.

8.11 No employee shall be permitted to work in excess of sixteen hours straight except in the case of a call to an incident or other emergency circumstances.

8.12 Executive Officers

Executive Officers shall work an average of forty ordinary hours per week on a flexible basis according to the needs of the organisation on any day of the week or at any time of the day.

9. Overtime

9.1 Overtime shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter, provided that an employee who is required to work overtime shall be entitled to payment for at least 15 minutes of overtime on each occasion that the employee is called upon to work overtime.

9.2 For meal allowance entitlements where an employee works for more than two hours after the rostered finishing time of the shift, see Clause 10, Meals and Refreshments.

9.3 When it is reasonably necessary for an employee who has returned to the station either before or after the ceasing hour of the shift to clean up before leaving the station, and thereby justifiably leaves the station after the ceasing hour, the time so reasonably and necessarily occupied beyond the ceasing hour shall be paid for as overtime; provided, however, that on return to the station the employee draws the situation to the attention of the Officer-in-Charge of the station and that during the next working shift applies in writing for the overtime due under this subclause, specifying the grounds of the claim; provided, further, that if an employee is prevented by duty or other reasonable cause from making the claim on the next working shift the employee shall make the claim on the next ensuing working shift.

9.4 The hourly rate of pay for an employee for the purpose of this clause shall be ascertained by dividing the appropriate weekly "rate of pay" for such employee by forty.

9.5 Recall to Incident

9.5.1 An employee who is off duty and who is called upon, pursuant to subclause 9.5.2, to report for duty to attend an incident shall be entitled to a minimum payment equal to two hours at overtime rates.

9.5.2 Notwithstanding anything elsewhere contained in this clause, in the case of an incident, all employees off duty shall be liable to be called upon to report for duty and if called upon shall report immediately for duty

9.5.3 An employee who is on annual leave or long service leave and who reports for duty to attend an incident shall, in addition to payment pursuant to subclause 9.1, be credited with consolidated leave equal to the amount of time so worked.

9.5.4 For meal allowance entitlements when the employee remains on duty for a period of four hours or more in connection with a recall pursuant to subclause 9.5.1, see Clause 10, Meals and Refreshments.

9.6 Recall to Maintain Required Staffing Levels

9.6.1 An employee off duty who is required to report for duty for the purpose of maintaining required staffing levels shall, on so reporting, be entitled to a minimum payment equal to four hours at overtime rates.

9.7 Where an employee recalled pursuant to either subclauses 9.5.2 or 9.6.1:

9.7.1 Is required to transport the employee's gear from the station/location at which the gear is located to another station/location in order to perform the duties of the recall, such employee shall be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for the distance travelled on the

forward journey between the two locations. In the event that the Department is unable to transport the employee's gear back to the station/location at which the gear was located, the employee shall also be entitled to be paid return kilometres equal to the forward journey. For the purpose of this subclause "distance travelled" means the agreed distance or, if the distance is not covered by a Matrix, the actual kilometres travelled.

- 9.7.2 Incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform the recall, such employee shall be reimbursed for the cost of the toll.
- 9.8 On such nights as may be fixed by the Department or by the Commissioner on reasonable notice in the circumstances not exceeding two nights in any week, an employee shall work such overtime as is reasonably necessary for usual Brigade inspections, or for giving instructions to Retained Firefighters.
- 9.9 When overtime work is necessary it shall, except in the case of an emergency, be so arranged that employees have at least eight consecutive hours off duty between the work of successive shifts. Where an employee works so much overtime between the termination of the employee's ordinary work on any day or shift, and the commencement of the employee's ordinary work on the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, the employee shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.9.1 If on the direction of the employee's authorised supervisor, such employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.9.2 Provided that while recalls shall be paid for at overtime rates in accordance with this Award, where the actual total time worked on a recall or recalls is less than 3 hours it shall not count for the purpose of determining whether an employee has had an eight hour break pursuant to this subclause.

10. Meals and Refreshments

- 10.1 Attendance at an Incident
- 10.1.1 For the purposes of this clause, an "incident" also includes hazard reduction or any similar situation where facilities comparable to those provided at fire stations are not available to partake of a meal.
- 10.1.2 Where an employee attends an incident which extends for two hours or more;
- 10.1.2.1 In the GSA, Newcastle, Broken Hill, Gosford, Wyong and Wollongong Fire Districts, refreshments shall be provided;
- 10.1.2.2 In all other Fire Districts, refreshments shall be provided as soon as possible after two hours but no later than three hours.
- 10.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a substantial meal. After every subsequent four hours of attendance at such an incident, a further substantial meal shall be provided.
- 10.2 Payment in Lieu of the Provision of Refreshments/Meals
- 10.2.1 Where refreshments are not provided in terms of subclause 10.1.2, the Refreshment Allowance set at Item 16 of Table 3 of Part C, shall be paid.
- 10.2.2 Where meals are not provided in terms of subclause 10.1.3, the Meal Allowance set at Item 15 of Table 3 of Part C, shall be paid.

10.3 During Overtime

10.3.1 An employee who works overtime which:

- 10.3.1.1 involves the attendance at an incident shall be provided with refreshments/meals in terms of subclauses 10.1.2 and 10.1.3 or the payment in lieu thereof as prescribed in subclause 10.2;
- 10.3.1.2 does not involve attendance at an incident and is not a recall for the purpose of maintaining required staffing levels, shall, if such overtime extends for more than two hours, be paid the Meal Allowance set out at Item 15 of Table 3 of Part C. After every subsequent four hours of such overtime worked, the Refreshment Allowance set out at Item 16 of Table 3 of Part C, shall be paid.

10.4 Method of Payment and Calculation of Allowances in Lieu of Refreshments/Meals

10.4.1 The payments referred to in this clause shall, unless the Officer-in-Charge is not available to make such payment, be made prior to or at the cessation of the shift or overtime as the case may be. In cases where the Officer-in-Charge is not available to make payment, the employee shall be paid at the earliest opportunity thereafter.

10.4.2 The allowances referred to in this clause shall be calculated as follows:-

- 10.4.2.1 The Meal Allowance at Item 15 of Table 3 of Part C, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 10.4.2.2 The Refreshment Allowance in Item 16 of Table 3 is half, rounded to the nearest five cents, of the Meal Allowance in Item 15 of Table 3 of Part C.
- 10.4.2.3 The amounts specified in 10.4.2.1 and 10.4.2.2 shall be re-calculated, and shall take effect from the same date, as any adjustments made to the overtime meal allowances for breakfast, lunch and dinner allowances in the Crown Employees (Public Service Conditions of Employment) Award 2002.

11. Transport

11.1 Where an employee has been rostered for duty and works from 0800 hours to 1800 hours and is retained on overtime and ceases duty after 2000 hours and public transport or other normal means of transport is not reasonably available, arrangements may be made by the Department to provide transport (by taxi or otherwise) to ensure that the employee obtains reasonable transport home.

12. Relieving Provisions

12.1 The provisions of this clause shall only apply to:

12.1.1 Relieving Employees, as defined in Clause 4, when such employees work a rostered shift at either the employee's base station/location or performs a relief duty at another station/location; and

12.1.2 Other employees when such employees perform an "Outduty", as defined in Clause 4.

12.2 Relieving Employees shall be assigned to a base station/location which, as far as is practicable having regard to the Department's operational requirements, is in the employee's stated preferred Zone, or in the Zone closest to the employee's residence.

12.3 Relieving Employees shall report for duty at their base station/location unless otherwise directed.

12.4 Subject to the exceptions in 12.4.1, employees cannot be directed to perform relief duty outside the Fire District to which they are attached.

12.4.1 Exceptions

12.4.1.1 Inspectors;

12.4.1.2 Relieving Employees (pursuant to 12.1.1);

12.4.1.3 Employees (pursuant to 12.1.2) who are placed upon a transfer register pursuant to clause 28, Transfers Outside of the GSA, and are claiming residential priority may be directed to relieve in an area to which that transfer register applies.

12.5 Notwithstanding the provisions of 12.4, any employee may elect to perform relief duty outside the Fire District to which they are attached.

12.6 Relieving Allowance

12.6.1 The Relieving Allowance set at Item 17 of Table 3 of Part C shall be paid to:

12.6.1.1 a Relieving Employee for each rostered shift worked by the employee at the employee's base station and, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, for each rostered shift on which the employee performs a relief duty at another station/location.

12.6.1.2 other employees on each occasion, except as provided for by subclause 12.6.2 or as otherwise provided by this Award, when such employees perform an outduty in terms of subclause 12.1.2.

12.6.2 Unless otherwise provided in this Award, the Relieving Allowance prescribed in subclause 12.6.1 shall not be paid to either a Relieving Employee (or other employee pursuant to 12.1.2) in cases where the employee is compensated for excess travelling time and/or payment for travel/accommodation expenses in accordance with the provisions of Clause 26, Travelling Compensation.

12.7 Unless specifically provided for elsewhere in this clause, when a Relieving Employee (or other employee pursuant to 12.1.2) is required to perform relief duty on a rostered shift at another station/location:

12.7.1 included within a Matrix and for which an agreed distance therefore exists, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for that agreed distance.

12.7.2 not included within a Matrix or where the base station/location and other stations/locations are in separate Matrices and therefore not covered by subclause 12.7.1:

12.7.2.1 with prior notice, the employee shall be entitled to the relieving allowance payment plus, if applicable, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C for any excess distance travelled. For the purposes of this subclause, excess distance shall be any distance actually and reasonably travelled by the employee to the relief station/location in excess of that normally travelled by the employee to report for duty at the employee's base station/location.

12.7.2.2 without prior notice, the employee shall be entitled to, in addition to the relieving allowance, payment of the Kilometre Allowance set out at Item 2 of Table 3 of Part C, for the distance actually travelled.

12.7.2.3 the provisions of 12.7.2.1 are to be read in conjunction with the provisions of subclause 12.8.

- 12.8 If, in a particular case, an employee considers that the presumed "no disadvantage" envisaged in the provisions of 12.7.2.1 is in fact not the case, the employee may submit a claim for the total compensation that the employee considers to be reasonable in the circumstances. All such claims must be supported with written reasons.
- 12.9 For the purpose of this Clause, "distance" shall mean the agreed return distance prescribed between two stations/locations in a Matrix. Each Matrix shall stand alone for the purpose of calculating the relevant distance. If the distance between two stations/locations is not prescribed in a Matrix, then "distance" shall mean the actual distance necessarily and reasonably travelled.
- 12.10 The parties acknowledge that the majority of the distances contained in the Matrices have been calculated using an electronic measuring device. In the event that a discrepancy is identified, the distance in question shall first be rechecked using the electronic measuring device. If the discrepancy still exists then the distance in question shall be checked using, if practicable, a motor vehicle, and if not, some other method agreed to by the Department and the Union.
- 12.10.1 If a distance in the Matrices is found to be incorrect, then a new agreed distance will be determined. Any new distance and its effective date will be published in the next available In Orders.
- 12.10.2 In cases where the corrected distance is more than that shown in the Matrices, it will take effect from the beginning of the pay period in which the discrepancy was first notified in writing by an employee.
- 12.10.3 In cases where the revised distance is less than that contained in the Matrices, the new distance will operate prospectively from the beginning of the first pay period to commence on or after the date that the new distance is published in In Orders.
- 12.11 Multiple Reliefs During a Rostered Shift.
- 12.11.1 Where a Relieving Employee (or other employee pursuant to 12.1.2) performs relief duties during a rostered shift at more than one station/location, payment shall be made for kilometres for the forward journey/journeys between the station at which duty commenced and the subsequent station/s and between the station at which duty ceased and the station at which duty commenced. Provided that this provision shall not reduce any entitlement that the employee may have in relation to commencing duty at the station at which duty commenced.
- 12.11.2 The provisions of 12.11.1 shall not apply in cases where the provisions of Clause 26, Travelling Compensation, apply.
- 12.12 Provision of Transport
- 12.12.1 Where a Relieving Employee (or other employee pursuant to 12.1.2) is directed without prior notice after the commencement of a rostered shift, to perform relief duty at another station/location, the employee may request the provision of transport by the Department.
- 12.12.2 Where an employee requests the provision of transport in terms of 12.12.1, the employee shall be entitled to the following provisions. Apart from these provisions, no other provisions of this clause shall apply.
- 12.12.2.1 Payment of the Relieving Allowance.
- 12.12.2.2 Except if the employee makes an election in terms of 12.12.2.3, the employee shall be entitled to transport back to the station/location at which duty commenced and to travelling time as prescribed in Clause 26, Travelling Compensation, for the time actually taken, from the completion of duty, to return to the station at which duty commenced.

- 12.12.2.3 Where an employee elects to return to the station/location after completion of duty to the station at which duty commenced by the employee's own means, the employee shall be entitled to be paid the Kilometre Allowance set at Item 2 of Table 3 of Part C, for half the distance prescribed in the relevant Matrix. If no distance is prescribed, the distance shall be the actual distance necessarily and reasonably travelled by the employee to return to the station at which duty commenced.
- 12.13 Where a Relieving Employee (or other employee pursuant to 12.1.2) incurs a toll as a consequence of using a bridge, tunnel or motorway when travelling to perform a relief duty, such employee shall be reimbursed for the cost of the toll.
- 12.14 A Relieving Employee (or other employee pursuant to 12.1.2), who is directed to perform a relief duty on a rostered shift at a station/location which requires the employee to reside at a place other than the employee's residence, shall be entitled to the relevant provisions of Clause 26, Travelling Compensation, in lieu of the provisions of this clause.
- 12.15 Where a Relieving Employee (or other employee pursuant to 12.1.2) performs a relief at a station/location which, under normal circumstances would not require the employee to reside at a place other than the employee's residence, but because of special circumstances the employee is given approval by the Department for accommodation in order to have sufficient rest before returning home, the employee shall be entitled to the following:
- 12.15.1 Appropriate accommodation provided or arranged by the Department.
- 12.15.2 Retention of the Relieving Allowance.
- 12.15.3 With the exception of travelling time and costs for travel, the relevant provisions of Clause 26, Travelling Compensation.
- 12.15.4 The Kilometre Allowance set at Item 2 of Table 3 of Part C, as if the employee had not stayed in the accommodation.
- 12.16 The Relieving Allowance set at Item 17 and the Kilometre Allowance set at Item 2 of Table 3 of Part C, are in compensation for excess travelling time and the cost of excess travel to and from the station/locations at which relief duties are performed on a rostered shift.
- 12.17 Performance of Outduties.
- 12.17.1 An employee cannot be directed to perform more than twelve (12) outduties in any Calendar year.
- 12.17.2 Notwithstanding the provisions of 12.17.1, an employee may elect to perform more than twelve (12) outduties in any Calendar year.
- 12.18 The provisions of this clause do not apply in cases where an employee acts up in a position following an expression of interest pursuant to subclause 7.4.2 or where an employee acts up as an Executive Officer, or where an employee, not being a Relieving Employee, acts up at the employee's base station/location.
- 12.19 Unless specifically provided for by this clause, the provisions of this clause and Clause 26, Travelling Compensation, shall be mutually exclusive. That is, an employee who is entitled to make a claim, in relation to a particular situation, under the provisions of Clause 26, Travelling Compensation, shall not be entitled to make any claim under the provisions of this clause, or vice versa.
- 12.20 Where an employee is required to use the employee's private vehicle to perform a "Stand By", as defined in Clause 4, Definitions, compensation shall only be in terms of subparagraph 6.6.2.1.

13. Progression and Promotion Provisions

13.1 This clause prescribes:

13.1.1 progression and promotion provisions, and;

13.1.2 the constitution and operation of the Training Review Committee.

Progression and Promotion Provisions

13.2 All employees shall be required to satisfy and maintain the competencies specified, by the Commissioner on the advice of the Training Review Committee for the classification to which they are appointed.

Recruit Firefighter to Firefighter Level 1

13.3 Recruit Firefighters shall be on probation until they have progressed to Firefighter Level 1, or for a period of six months, whichever is the lesser. Progression from Recruit Firefighter to Firefighter Level 1 shall be subject to the satisfactory completion of Certificate 3 (Firefighting and Emergency Operations) undertaken at the NSW Fire Brigades Training College.

Firefighter Level 1 to Firefighter Level 2

13.4 Progression to Firefighter Level 2 shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter Level 2.

Firefighter Level 2 to Qualified Firefighter

13.5 Progression to Qualified Firefighter shall be subject to thirty six (36) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

13.6

13.6.1 Progression to Qualified Firefighter is a mandatory achievement required for all Firefighters. Failure to achieve progression to this classification within a reasonable time, will result in the employee being considered unsuitable for continued employment in the Department, and the employment of such an employee will be terminated accordingly. In such circumstances, the Department will advise the Union that the services of the employee are to be terminated.

13.6.2 The reference to "reasonable time" in subclause 13.6.1 means a period in excess of thirty six (36) months. The excess time to be allowed shall be determined by the Commissioner after taking into account all the circumstances of the case of the employee concerned.

Qualified Firefighter to Senior Firefighter

13.7 Progression from Qualified Firefighter to Senior Firefighter shall be subject to a minimum of seventy two (72) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Senior Firefighter.

Senior Firefighter to Leading Firefighter

13.8 Progression from Senior Firefighter to Leading Firefighter shall be subject to: firstly; at least three years service as a Senior Firefighter as of the date of the relevant Pre-Entry Test; secondly, the acquisition of the necessary Station Officer competencies specified by the Department following consultation between

the Department and the Union; and thirdly, acceptance into the coming year's Station Officers' Promotion Program.

13.8.1 Applications for entry into the coming year's Station Officers' Promotion Program shall be called for from eligible Senior Firefighters in In Orders in July each year. The number of positions available in that coming year's Station Officers' Promotion Program shall be specified in the same In Orders, and will be solely dependent on the forward planning needs of the Department.

13.8.2 The order of merit for entry into the Station Officers' Promotion Program shall be determined by the level of achievement of applicants in an annual Pre-Entry Test, which shall be held each September. This Pre-Entry Test shall consist of two components. The first component shall be directed at assessing the current knowledge of the applicant. This test shall be focussed on the knowledge that an eligible Senior Firefighter should reasonably be expected to have after 9 years of service and shall comprise 70% of the total score of the Pre-Entry Test (40% technical/general knowledge and 30% on incident scenarios). The second component shall focus on the knowledge and understanding of Station Officers' management and supervision issues. This component shall be conducted by an independent party and shall be based on pre-reading supplied to the applicants. This component shall comprise 30% of the total score of the annual Pre-Entry Test.

13.8.3 The successful applicants for a given year's Station Officers' Promotion Program shall be drawn from the top of the order of merit list referred to in subclause 13.8.2. The Department shall accept and promote to Leading Firefighter the same number of those applicants as there were positions advertised in accordance with subclause 13.8.1.

Leading Firefighter to Station Officer Level 1

13.9 Promotion from Leading Firefighter to Station Officer shall be subject to the occurrence of a vacancy and in accordance with the following provisions:

13.9.1 Subject to the provisions of 13.9.2, promotion to Station Officer Level 1 shall be subject to the successful completion of the Station Officers' Promotion Program, the content and format of which shall be specified by the Commissioner following consultation between the Department and the Union. The order of promotion of Leading Firefighters who successfully complete the Station Officers' Promotion Program shall be determined by their placement on the order of merit list arising from assessments forming part of that Station Officers' Promotion Program.

13.9.2 Leading Firefighters who do not successfully complete their initial Station Officers' Promotion Program shall gain automatic entry to the next subsequent Program and, provided this second Program is successfully completed, such employees shall take precedence in the order of promotion of that Program's successful participants. If a Leading Firefighter does not successfully complete the Station Officers' Promotion Program upon this second attempt then that employee will be returned to the classification of Senior Firefighter.

Station Officer Level 1 to Station Officer Level 2

13.10 Progression from Station Officer Level 1 to Station Officer Level 2 shall be subject to the completion of two years satisfactory service as a Station Officer.

Station Officer Level 2 to Inspector

13.11 Promotion from Station Officer Level 2 to Inspector shall be subject to the occurrence of a vacancy and the successful completion of the Inspectors' Promotion Program, the content and format of which shall be specified by the Commissioner following consultation between the Department and the Union.

13.11.1 Applications for entry into each Inspectors' Promotion Program shall be called for from Station Officers Level 2 in In Orders. The number of positions available in each Inspectors' Promotion Program shall be specified in the same In Orders, and will be solely dependent on the forward planning needs of the Department.

- 13.11.2 The order of merit for entry into each Inspectors' Promotion Program shall be determined by the level of achievement of applicants in a Pre-Entry Test, the content and format of which shall be specified by the Commissioner following consultation between the Department and the Union.
- 13.11.3 Subject to the provisions of subclause 13.11.4, the successful applicants for each Inspectors' Promotion Program shall be drawn from the top of the order of merit list referred to in subclause 13.11.2. The Department shall accept the same number of those applicants to the Inspectors' Promotion Program as there were positions advertised in accordance with subclause 13.11.1. The order of promotion of Station Officers Level 2 who successfully complete the Inspectors' Promotion Program shall be determined by their placement on the order of merit list arising from assessments forming part of the Inspectors' Promotion Program.
- 13.11.4 Station Officers Level 2 who do not successfully complete their initial Inspectors' Promotion Program shall gain automatic entry to next subsequent Inspectors' Promotion Program and, provided this second Program is successfully completed, such employees shall take precedence in the order of promotion of that Program's successful participants. If a Station Officer Level 2 does not successfully complete the Inspectors' Promotion Program upon this second attempt then that employee will be required to undertake the Pre Entry Test as described in sub clause 13.11.2.

Inspector to Executive Officer

- 13.12 Promotion from Inspector to Chief Superintendent or Superintendent shall be determined solely on the basis of competitive merit selection and is subject to the occurrence of a vacancy. Selection Committees shall be constituted in accordance with the Recruitment and Employment Guidelines and Procedures of the N.S.W. Public Service.

General Provisions

- 13.13 While the progression/promotion provisions specified in this clause refer to minimum periods of service as one of the requirements for such progression/ promotion, the Department and the Union acknowledge and accept that:
- 13.13.1 as the competency standards/levels required by the NSW Fire Brigades are determined and established for each classification, the requirement for minimum periods of service may, on specification by the Commissioner following consultation between the Department and the Union in each case, no longer apply.
- 13.13.2 the competency standards/levels required by the NSW Fire Brigades for each classification shall be those as determined from time to time by the Commissioner on the advice of the Training Review Committee.
- 13.14 In all cases, progression/promotion shall, in addition to the provisions specified for such progression/promotion, also be subject to satisfactory service.

Training Review Committee (TRC)

- 13.15 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in the NSW Fire Brigades using the principles of Competency Based Training.
- 13.16 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 13.17 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.

13.18 The role of the TRC will include (but not be limited to):

- 13.18.1 advising on the further development of training throughout the NSW Fire Brigades;
- 13.18.2 advising on the implementation of a Competency Based Training regime throughout the NSW Fire Brigades;
- 13.18.3 considering Recognised Prior Learning (RPL) policy generally and in particular, the consideration of individual applications for RPL.

13.19 Procedure

- 13.19.1 The TRC will meet at least once every four weeks;
- 13.19.2 Members who are on shift on the day of the meeting will be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles;
- 13.19.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

13.20 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training, competencies and other matters covered by Clause 13 within the NSW Fire Brigades provided that notice of any such decision to implement change is notified in accordance with clause 36.6 in which case clauses 36.7 to 36.9 inclusive shall apply.

14. Operational Support Positions

Establishment of Operational Support Positions

14.1 Operational Support positions shall be identified and established as such by the Commissioner.

14.2 The format and content of each Position Description referred to in subclause 14.4 shall be determined by the Commissioner, but shall include, for each position:

14.2.1 Title;

14.2.2 Statement of duties;

14.2.3 Essential and desirable qualifications, which shall in all instances include a minimum operational rank of Qualified Firefighter;

14.2.4 Hours of work, specifying which roster is to be worked pursuant to Clause 8 of this Award; and

14.2.5 Operational Support classification, ranging from Level 1 to Level 3, which shall be determined by the Commissioner using the Hay job evaluation system.

14.3 Upon completion of the evaluation, a copy of the Position Description and the evaluation will be forwarded to the Union which may elect to provide a response within 14 days, and the Commissioner shall take any response into account before making a final determination.

14.4

14.4.1 A register of established Operational Support Position Descriptions shall be maintained by both parties. Once established, Position Descriptions may only be varied by the Commissioner, subject to 14.2 and 14.3.

14.4.2 The Commissioner will provide the Union with written notice of any variation to a Position Description.

General Conditions for Operational Support Positions

- 14.5 Appointment to Operational Support positions will be determined solely on the basis of competitive merit selection and will be subject to the occurrence of a vacancy. Selection Committees shall be constituted in accordance with the Recruitment and Employment Guidelines of the NSW Public Service.
- 14.6 The rates of pay for employees occupying Operational Support positions are as specified in Tables 2.1 to 2.5 of Part C, Monetary Rates.
- 14.7 Unless expressly provided elsewhere within this Award, the general conditions of employment for occupants of Operational Support positions shall be the same as those applying to Operational Firefighters generally pursuant to subclauses 1.4 . and 1.5 of this Award.
- 14.8 All time spent from the commencement date of this Award by an occupant in an Operational Support Position shall count for the minimum periods of service in each rank pursuant to Clause 13 Progression and Promotion.
- 14.9 Occupants of Operational Support positions temporarily reassigned or otherwise attending any incident (as defined by this Award) shall revert to, and function in the capacity of their substantive operational rank for the duration of that time.
- 14.10 Occupants of Operational Support positions may at any time elect to resume duty in, and be paid the rate for, the employees' substantive rank.
- 14.11 The classification of Operational Support levels 4 and 5 were deleted on 19 September 2008 with the occupants of these positions reverting to the ranks of Superintendent and Chief Superintendent from 19 September 2008.
- 14.12 Occupants of level 4 Operational Support positions as at 19 September 2008 who revert to the rank of Superintendent under clause 14.11 shall continue to receive the rate of pay applicable to level 4 Operational Support positions as at 19 September 2008 indexed as shown at Table 2.5 of Part C unless and until promoted or otherwise no longer holding that position.

15. Training and Staff Development

- 15.1 Employees covered by this Award will complete appropriate training, as specified by the Commissioner from time to time, to improve the productivity and efficiency of the Department's operations.
- 15.2 The appropriate competencies based on relevant skills and qualifications requirements as specified by the Commissioner for each classification level, shall be progressively implemented and shall be subject to an ongoing process of review and evaluation.
- 15.3 Upon request, the Department will consider an application by an employee to attend a course which is appropriate, relevant and recognised by the Department but is not essential for promotion. If approval is granted by the Department for the employee to attend such a course, the employee shall be entitled to the provisions of Clause 16 of this Award.

16. Training Course Attendance Entitlements

- 16.1 The provisions of this Clause shall apply to employees who participate, with Departmental approval, in training programs, examinations or assessments conducted by, on behalf of, or approved by the Department. For the purposes of this Clause, references to "training" or "course" shall be taken to include such examinations or assessments.
- 16.2 Accommodation
- 16.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.

- 16.2.2 Where an employee attends a course within the Greater Sydney Area (GSA), and if the travelling time to and from the training venue exceeds two (2) hours each way (by the approved mode of transport) or if the return distance from the employee's residence to the training venue exceeds 175 kms, the employee shall be entitled to appropriate accommodation.
- 16.2.3 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation allowance prescribed by Clause 26, Travelling Compensation shall be paid.
- 16.2.4 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 16.2.5 Appropriate accommodation for employees who attend courses outside the GSA shall be determined by the Commissioner (or delegate) having regard to the above criteria.
- 16.2.6 Where the training program requires evening attendance the employee shall be granted appropriate accommodation irrespective of the employee's work location or residential address.
- 16.2.7 Notwithstanding the above, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

16.3 Meals

- 16.3.1 Excluding the Recruit Firefighters Program and Departmental training programs/courses which are conducted at Departmental premises which have meal room facilities comparable to those provided at fire stations, all employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 16.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with Clause 26, Travelling Compensation.
- 16.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by Clause 26, Travelling Compensation.
- 16.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 16.2.3 above) has been claimed. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

16.4 Incidentals

- 16.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidentals allowance as prescribed by Clause 26, Travelling Compensation.
- 16.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 16.2.3 above is paid. The incidental allowance forms a component of the accommodation allowance and, amongst other things, recognises the cost associated with personal telephone calls, etc.

16.5 Excess Fares

16.5.1 Any employee who incurs additional transport costs while travelling to and from the training venue shall be entitled to have the additional expenses reimbursed. The additional expenses will be calculated on the basis of public transport costs.

16.5.2 Where an employee is granted approval to utilise the employee's private vehicle in lieu of public transport, the appropriate specified journey rate, set at Item 1 of Table 4 of Part C, shall be paid in respect of the kilometres travelled in excess of the employee's normal journey to and from work.

16.5.3 Where a first class rail service (or its equivalent) is reasonably available, an employee may utilise this service and be reimbursed for the cost of the fare.

16.6 Excess Travelling Time

16.6.1 Employees without an accommodation entitlement shall be entitled to compensation for excess travelling time for each day of the course.

16.6.2 Employees who accept accommodation shall be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the course venue. Where the course extends beyond one (1) week, employees who return to their residences on weekends shall be entitled to excess travelling time and excess fares for the additional forward and return journeys.

16.6.3 Unless special circumstances exist, employees who have an accommodation entitlement, but who decline accommodation, shall only be entitled to compensation for excess travelling time in respect of the first forward journey to and the last journey from the training venue.

16.6.4 Compensation shall be in accordance with Clause 26, Travelling Compensation.

16.7 Mode of Transport

16.7.1 Employees shall be advised of the approved transport arrangements prior to the commencement of the training program. Such approval shall be based on the most practical and economic means of transport having regard to the entitlements contained in this clause, provided that an employee cannot be directed by the Department to use the employee's private vehicle.

16.7.2 Any employee who wishes to use alternative means of transport may only do so with the approval of the Commissioner (or delegate). Such approval must be obtained before travel commences.

16.7.3 If approval is granted to travel by an alternative means of transport any entitlements shall be based on the arrangements approved under subclause 16.7.1.

16.8 Relieving Allowances and Other Allowances

16.8.1 Attendance at a training program does not in itself attract the payment of relieving allowances. However, any employee in receipt of relieving allowances or other allowances relating to qualifications or work performed at the time the program commences, shall continue to be paid the allowances which would normally be paid. Provided that such allowances shall only be paid for those days on which the employee would normally have been rostered for duty.

16.8.2 Relieving employees shall not be paid any additional relieving allowances as a consequence of undertaking a training program.

16.9 Kilometre Allowance

16.9.1 The kilometre allowance prescribed by Clause 12, Relieving Provisions, is not payable to employees when they attend a training program.

16.9.2 The provisions of subclause 16.5.2 above shall apply to any employee who is granted approval to utilise his or her private vehicle for transport to and from the training venue.

16.10 Attendance at Courses Whilst on Annual or Long Service Leave or Rostered Off Duty

16.10.1 Subject to approval by the Department:

16.10.1.1 Where an employee elects to attend a course whilst on annual leave or long service leave, he or she will be re-credited with the appropriate leave for the hours spent attending the training course.

16.10.1.2 Where an employee elects to attend a course whilst rostered off duty, he or she shall be paid at overtime rates for the hours spent attending the course.

16.10.2 Where an employee is directed to attend a course while rostered off duty, he or she may choose to either be paid at overtime rates or be credited with consolidated leave for the hours spent attending the course.

16.10.3 All travelling time shall be compensated in accordance with Clause 26, Travelling Compensation.

16.11 Stand Off

16.11.1 Where an employee is required by the Department to attend a course, any necessary stand off period shall be granted.

16.12 Payments in Advance

16.12.1 Employees attending a training course may, where reasonable and appropriate, elect to be advanced the following payments:-

accommodation allowance (subclause 16.2.3)

meal allowances (subclause 16.3.3)

incidental allowances (subclause 16.4.1)

16.12.2 The advice to employees of course arrangements shall be conveyed in writing and include details of the Centre at which claims for advance payments should be submitted. Submitted claims must include a copy of the relevant approval.

16.12.3 Accommodation allowances are only payable when approval is given for an employee to make his or her own accommodation arrangements.

17. Annual Leave

17.1 The provisions of subclauses 17.2 to 17.8 inclusive shall not apply to Executive Officers. The provisions of subclauses 17.9 to 17.13 inclusive shall not apply to Operational Firefighters. The provisions of subclauses 17.14 and 17.15 shall apply to all employees.

17.2 Annual leave to the extent of thirty-five consecutive days on full pay shall accrue to each employee in respect of each completed year of service and shall be taken in accordance with the leave roster.

17.3 Where the commencing date of the rostered period of annual leave occurs whilst an employee is on sick leave and does not return to duty within seven days of such date, the employee concerned shall be entitled to elect whether to proceed immediately on annual leave or to commence annual leave on one of the next six succeeding Fridays.

17.4 Employees shall be entitled to sixteen working hours annual leave, to be credited as consolidated leave, in addition to the period of annual leave prescribed by subclause 17.2, provided that:

17.4.1 Employees who were members of the service as at 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service which occurs after 30 November 1975.

17.4.2 Employees who joined the service after 30 November 1975, shall become entitled to such additional leave on each anniversary of their appointment to the service.

Employees Stationed at Broken Hill or Moree

17.5 Employees stationed at Broken Hill or Moree shall, in addition to the period of additional annual leave prescribed by subclause 17.4 be allowed sixteen working hours additional leave of absence, provided that proof of travelling time is furnished to the Department, and provided further that:

17.5.1 Employees stationed at Broken Hill after 30 November 1975, and who proceed on annual leave whilst so stationed shall become entitled to such additional leave allowance on each anniversary of their appointment to the service which occurs after 30 November 1975. In the case of employees stationed at Moree, such entitlement shall commence from 24 February 2004.

17.6 Further to the provisions of subclause 17.5:

17.6.1 As a matter of practicality in the case of Broken Hill and Moree, because annual leave is not taken on an annual basis, the sixteen working hours per annum should be further converted to fourteen hours in respect of each period of annual leave so actually taken.

17.6.2 If a working night shift occurs on the roster immediately before or immediately after the period of four weeks' leave rostered to be taken, or both before and after such period, such night shift, or one of such night shifts at the employee's option may be taken off duty.

17.6.3 If, however, no night shift so occurs, but day shifts fall as the working shifts immediately before and after the rostered annual leave period, the employee should be allowed, optionally, to take off either one or both day shifts.

17.6.4 If the employee elects to take off one day shift, that will be credited with four hours' accrued annual leave, and if the employee elects to take two day shifts, accrued annual leave will be reduced by six hours.

17.7 The taking of annual leave is subject to Departmental requirements and, when unforeseen circumstances arise, may be rescheduled by authority of the Commissioner.

17.8 In the event of the termination of the employment of any employee for any cause with less than twelve months' service from the date of the last leave accrued, the employee shall be paid pro rata for leave for each month of service.

Executive Officers

17.9 Executive Officers shall accrue annual leave on full pay at the rate of twenty five (25) working days per year.

17.10 Executive Officers shall accrue annual leave from month to month only, but for the purpose of calculating annual leave which may be due on the cessation of employment, credit shall be given for periods of service of less than one (1) month.

- 17.11 Executive Officers may accrue annual leave up to a maximum of forty (40) working days. Unless approved otherwise by the Commissioner, the right to take any accrued annual leave in excess of forty (40) working days shall be forfeited.
- 17.12 The Commissioner may direct an Executive Officer to take such leave as is convenient to the workings of the Department.
- 17.13 Executive Officers shall not be granted annual leave for any period of less than a quarter day or in other than multiples of a quarter day.
- 17.14 Where application is made by an employee in writing to the Commissioner that, by reasons of special circumstances, which shall be specified, the Commissioner may authorise, in writing, the taking of annual leave at some other time to be determined by the Commissioner for the purpose of this Award, such leave shall be deemed to have been taken in accordance with the leave roster.
- 17.15 Prior to an employee entering upon a period of annual leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 17.15.1 in full when the employee commences the period of leave; or
- 17.15.2 at the same time as the employee's normal pay would have been paid if the worker had remained on duty.

18. Compassionate Leave

- 18.1 In no way restricting the right of the Commissioner to approve leave for compassionate reasons in other circumstances, an employee other than a casual employee, shall be entitled to up to two shifts (or two days in the case of day workers) compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of this clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if requested by the employer, provide to the satisfaction of the employer proof of death.
- 18.3 Compassionate leave shall be available to the employee in respect to the death of a person being:
- 18.3.1 a spouse of the employee; or
- 18.3.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
- 18.3.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- 18.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 18.3.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
- 18.3.5.1 "relative" means a person related by blood, marriage or affinity;
- 18.3.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- 18.3.5.3 "household" means a family group living in the same domestic dwelling.

- 18.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 22.2, 22.3, 22.4 and 22.5 of the said clause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

19. Examination and Assessment Leave

- 19.1 Except as specified otherwise by the Commissioner following consultation between the Department and the Union, all examinations and/or assessments required for progression or promotion shall be arranged so that they take place when the employee is normally rostered for duty on day shift.
- 19.2 Where the Department is unable to make the necessary arrangements for an employee to sit an examination/assessment on shift as per subclause 19.1 within two months from the date the employee makes application for assessment, the employee may make arrangements to sit the examination/assessment externally. In such cases, employees shall be entitled to the conditions provided for by Clause 16, Training Course Attendance Entitlements, of this Award. The Department shall notify the employee as early as practicable of its inability to make such necessary arrangements.
- 19.3 An employee sitting for an examination or assessment as per subclause 19.1 shall be granted, prior to the examination or assessment, such paid leave as might reasonably be necessary for attendance at the examination or assessment, including travel.

20. Long Service Leave

- 20.1 Subject also to the provisions of subclause 20.8, Long Service Leave calculated from the date of appointment to the service shall accrue to employees in accordance with the following entitlements:
- 20.1.1 After service for ten years, leave for two months on full pay or four months on half pay.
- 20.1.2 After service in excess of ten years:
- 20.1.2.1 Leave pursuant to subclause 20.1.1; and
- 20.1.2.2 In addition, an amount of leave proportionate to the 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.
- 20.1.2.3 Long Service Leave shall not include annual leave.
- 20.2 Where the services of an employee with at least five years but less than seven years service are terminated by the Department for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall, for five years' service be entitled to one month's leave on full pay and for service after five years to a proportionate amount of leave on full pay calculated on the basis of three months' leave for fifteen years' service.
- 20.3 In the event of the termination of the employment of the employee other than by death, the monetary value of Long Service Leave due, if any, shall be paid to such employee.
- 20.4
- 20.4.1 Approval to take Long Service Leave as provided by this clause shall, subject to the exigencies of the Department, be granted by the Department as and when such leave becomes due (i.e. after seven years) or any time thereafter. Provided that an employee shall give notice, in writing, to the Department of the employee's intention to take such leave. Such notice shall be given at least twenty days before the date on which the employee intends to commence such leave.

- 20.4.2 Notwithstanding the provisions of subclause 20.4.1, the period of notice referred to in subclause 20.4.1 may be reduced on a case by case basis, subject to the discretion of the Commissioner.
- 20.5 Approval to take Long Service Leave may be deferred by the Commissioner due to Departmental requirements.
- 20.6 Long Service Leave may be taken in the following combinations and not otherwise:
- 20.6.1 In the case of employees working the roster systems prescribed by subclauses 8.3 and 8.4 of Clause 8, Hours of Work, in multiples of eight consecutive calendar days with a minimum period of eight consecutive calendar days.
- 20.6.2 In the case of employees working the roster systems prescribed by subclauses 8.5 and 8.6 of Clause 8, Hours of Work, or any other roster system agreed to between the Department and the Union based on a seven day cycle, in multiples of seven consecutive calendar days with a minimum period of seven consecutive calendar days.
- 20.6.3 Where approval is granted to take Long Service Leave on half pay the multiples and minimum periods specified in subclauses 20.6.1 and 20.6.2 shall be doubled.
- 20.7 Prior to an employee entering upon a period of Long Service Leave, the employee may elect to be paid with respect of the period of leave in one of the following ways:
- 20.7.1 in full when the employee commences the period of leave; or
- at the same time as the employee's normal pay would have been paid if the worker had remained on duty.
- 20.8 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 20.8.1 employees may apply to take pro-rata Long Service Leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service Leave on resignation or termination.
- 20.8.2 employees may apply to take a period of Long Service Leave at double pay provided that:
- 20.8.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 20.8.2.2 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.
- 20.8.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service Leave will accrue at the single time rate where an employee takes Long Service Leave at double time.
- 20.8.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
- 20.8.2.5 Where an employee other than an Executive Officer elects to take Long Service Leave at double pay, the minimum & multiple periods of actual absence as prescribed in 20.6 shall apply. Where an Executive Officer elects to take Long Service Leave at double pay, the minimum period of actual absence should be not less than one week.
- 20.8.3 where a public holiday falls during a period of Long Service Leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.

20.8.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

20.9 Entitlements to Extended Leave (Long Service Leave) pursuant to the *Public Sector Employment and Management Act 2002* shall take effect on and from 5 October 1993, provided that the total years of service will count for the determination of entitlements accruing from that date.

21. Parental Leave

21.1 Definition of Parental Leave

21.1.1 For the purposes of this clause, parental leave is maternity leave, paternity leave or adoption leave.

21.1.2 Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.

21.1.3 Paternity leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either maternity leave or adoption leave but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

21.1.4 Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five (5) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).

21.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

21.2 Entitlement to Parental Leave

21.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

21.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 21.3.1 for paid Maternity Leave, shall be entitled to unpaid maternity leave of up to fourteen (14) weeks before the expected date of birth of the child.

21.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions -

21.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out; and

21.2.3.2 Before the expected date of birth has completed not less than forty (40) weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

In addition to the unpaid or paid Maternity leave referred to in 21.2.2 & 21.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

- 21.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 21.3.1, from the time of placement of the child.
- 21.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:
- 21.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out; and
- 21.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty (40) weeks' continuous service.
- 21.2.5.3 The employee is to be the primary care giver of the child.

Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.

In addition to the unpaid or paid Adoption leave referred to in 21.2.4 & 21.2.5 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

- 21.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of -

- 21.2.6.1 an unbroken period of up to one (1) week unpaid leave (short paternity leave) at the time of the birth of the child, or other termination of the pregnancy

an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service

- 21.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 21.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.

- 21.2.7 Except as provided for in subclause 21.2.3 and 21.2.5, Parental Leave shall not extend beyond a period of 1 year after the child was born or adopted.

21.3 Length of service for eligibility

- 21.3.1 A female employee is entitled to paid maternity leave or, in the case of both male and female employees, paid paternity or adoption leave only if the employee has had at least 40 weeks' continuous service.
- 21.3.2 There is no minimum period of employment for eligibility for unpaid parental leave.
- 21.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
- 21.3.3.1 any period of authorised leave or absence, and
- 21.3.3.2 any period of part-time work.
- 21.3.3.3 full or part time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the *Transferred Officers Extended*

Leave Act 1961 and in appendices A and B contained in the Personnel Handbook published by the DPE.

21.4 Notices and Documents required to be given to Commissioner

21.4.1 Maternity leave

The notices and documents to be given to the Commissioner for the purposes of taking maternity leave are as follows:

- 21.4.1.1 The female employee should give at least 8 weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.1.2 The female employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.

21.4.2 Paternity leave

The notices and documents to be given to the Commissioner for the purposes of taking paternity leave are as follows:

- 21.4.2.1 In the case of extended paternity leave, the employee should give at least 10 weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.2.2 The employee must, at least 4 weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave,
- 21.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth,
- 21.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - 21.4.2.4.1 any period of maternity leave sought or taken by his spouse, and
 - 21.4.2.4.2 that he is seeking that period of extended paternity leave to become the primary care-giver of a child.

21.4.3 Adoption leave

The notices and documents to be given to the Commissioner for the purposes of taking adoption leave are as follows:

- 21.4.3.1 In the case of extended adoption leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances),
- 21.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the

- employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave,
- 21.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes,
- 21.4.3.4 In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- 21.4.3.4.1 any period of adoption leave sought or taken by his or her spouse, and
- 21.4.3.4.2 that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.
- 21.4.4 An employee does not fail to comply with this clause if the failure was caused by:
- 21.4.4.1 the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
- 21.4.4.2 the child being placed for adoption before the expected date of placement, or
- 21.4.4.3 other compelling circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within two (2) weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two (2) weeks after the placement of the child.

- 21.4.5 An employee must notify the Commissioner of any change in the information provided under this clause within two (2) weeks after the change.
- 21.4.6 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

21.5 Continuity of service

Parental leave does not break an employee's continuity of service, but subject to subclauses 21.5.1, 21.5.2 and 21.5.3, is not to be taken into account in calculating an employee's period of service for any other purposes.

- 21.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.
- 21.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.
- 21.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave (Extended Leave) in cases where at least ten (10) years of service has been completed and unpaid Parental Leave does not exceed six (6) months.

21.6 Simultaneous taking of Parental Leave

Subject to subclause 21.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

21.7 Cancellation of Parental Leave

21.7.1 Before starting leave

Parental leave applied for but not commenced is automatically cancelled if:

- 21.7.1.1 the employee withdraws the application for leave by written notice to the Commissioner, or
- 21.7.1.2 the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

21.7.2 After starting leave

If:

- 21.7.2.1 the pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:
 - 21.7.2.1.1 if a child is still-born the female employee may elect to take available sick leave or maternity leave;
 - 21.7.2.1.2 in the event of a miscarriage any absence from work is to be covered by the current sick leave provisions; or
- 21.7.2.2 the child in respect of whom an employee is then on parental leave dies, or
- 21.7.2.3 the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

the employee is entitled to resume work at a time nominated by the Commissioner within 2 weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

- 21.7.3 This provisions of subclause 21.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

21.8 Parental Leave and other Leave

- 21.8.1 An employee may take any annual leave, long service leave (extended leave) or consolidated leave to which the employee is entitled instead of or in conjunction with parental leave.
- 21.8.2 However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this clause.

- 21.8.3 The maximum period of parental leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on maternity leave.
- 21.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on parental leave, except if the paid absence is:
- 21.8.4.1 annual leave, long service leave (extended leave) or consolidated leave, or
 - 21.8.4.2 in the case of maternity leave - sick leave.
- 21.9 Employee and Commissioner may agree to interruption of parental leave by return to work
- 21.9.1 An employee on parental leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:
- 21.9.1.1 A female employee who gives birth to a living child shall not resume duty until six (6) weeks after the birth of the child unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner;
 - 21.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four (4) weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.
- 21.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.
- 21.10 Extension of period of Parental Leave
- 21.10.1 An employee may extend the period of parental leave once only by giving the Commissioner notice in writing of the extended period at least fourteen (14) days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.
- 21.10.2 Subject to the provisions of subclause 21.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.
- 21.10.3 This section applies to an extension of leave while the employee is on leave or before the employee commences leave.
- 21.11 Shortening of period of Parental Leave
- An employee may shorten the period of parental leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen (14) days before the leave is to come to an end.
- 21.12 Return to work after Parental Leave
- 21.12.1 An employee returning to work after a period of parental leave is entitled to be employed in:
- 21.12.1.1 the classification (if possible, at the same location) held by the employee immediately before proceeding on that leave, or

21.12.1.2 if the employee was transferred to a safe job before proceeding on maternity leave - the classification (if possible, at the same location) held immediately before the transfer.

21.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

21.12.3 The provisions of subclause 21.12 extend to a female employee returning to work after a period of Special maternity leave and sick leave.

21.13 Payment

21.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made -

21.13.1.1 in advance in a lump sum; or

21.13.1.2 on a normal fortnightly basis, and shall be at the same hourly rate as the rate paid for other forms of paid leave, and may include payment of a higher duties allowance if the employee;

21.13.1.2.1 has acted in the higher position for a period in excess of one year; and

21.13.1.2.2 the period of higher duties relief continues up to the day prior to the employee's departure on maternity leave; and

21.13.1.2.3 the higher duties relief is at the full difference in pay.

21.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made -

21.13.2.1 in advance in a lump sum; or

21.13.2.2 on a normal fortnightly basis.

21.14 Commissioner's Obligations

21.14.1 Information to Employees

On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

21.14.1.1 the employee's entitlements to parental leave under this clause, and

21.14.1.2 the employee's obligations to notify the Commissioner of any matter under this clause.

21.14.2 Records

The Commissioner must keep, for at least six (6) years, a record of parental leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

21.15 Termination of Employment because of Pregnancy etc

21.15.1 The Commissioner must not terminate the employment of an employee because:

- 21.15.1.1 the employee is pregnant or has applied to adopt a child, or
- 21.15.1.2 the employee has given birth to a child or has adopted a child, or
- 21.15.1.3 the employee has applied for, or is absent on, parental leave,

but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

21.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

21.15.3 This clause does not affect any other rights of a dismissed employee.

21.16 Replacement employees

21.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

21.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

21.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

21.17 Transfer to a Safe Job

21.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the Occupational Health and Safety Act 2000.

21.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows -

21.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties;

21.17.2.2

21.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

21.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

21.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen (13) weeks have elapsed after the birth of the child unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's occupational physician.

21.17.2.4 Duties other than fire fighting may be undertaken after six (6) weeks following the birth of the child, if endorsed by the occupational physician.

21.17.2.5

21.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

21.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

21.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

21.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee maternity leave under this clause (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

21.18 Special Maternity Leave and Sick Leave

If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

21.18.1 the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or

21.18.2 the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

21.19 Special Adoption Leave

An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure. This leave may also be granted from a credit of Consolidated leave.

21.20 Right to request

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

21.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;

21.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

21.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

21.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 21.20.1.1 and 21.20.1.2 must be recorded in writing.

21.21 Communication during parental leave

21.21.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

21.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

21.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

21.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.

21.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.21.1.

22. Personal/Carer's Leave

22.1 Use of Sick Leave -

22.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at Clause 23 of this Award, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

22.1.2 The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

22.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

22.1.3.1 the employee being responsible for the care of the person concerned; and

22.1.3.2 the person concerned being:

22.1.3.2.1 a spouse of the employee; or

22.1.3.2.2 a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or

22.1.3.2.3 a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- 22.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 22.1.3.2.5 a relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 22.1.3.2.5.1 "relative" means a person related by blood, marriage or affinity;
 - 22.1.3.2.5.2 "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 22.1.3.2.5.3 "household" means a family group living in the same domestic dwelling.
- 22.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.
- 22.2 Unpaid Leave for Family Purpose -
 - 22.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 22.1.3.2, who is ill.
- 22.3 Annual Leave -
 - 22.3.1 An employee may elect, with the consent of the Department, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed upon by the Department and the Union.
- 22.4 Time Off in Lieu of Payment for Overtime -
 - 22.4.1 An employee may elect, with the consent of the Department, to take time off in lieu of payment for overtime at a time or times agreed upon with the Department within twelve (12) months of the said election.
 - 22.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - 22.4.3 If having elected to take time as leave, in accordance with subclause 22.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the (twelve) 12 month period or on termination.
 - 22.4.4 Where no election is made in accordance with subclause 22.4.1, the employee shall be paid their overtime in accordance with this Award.
- 22.5 Make-up Time -
 - 22.5.1 An employee may elect, with the consent of the Department, 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 this Award, at the ordinary rate of pay.
 - 22.5.2 An employee on shift work may elect, with the consent of the Department, 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.

23. Sick Leave

- 23.1 The management of sick leave by the Department will be underpinned by an Attendance Management System that seeks to support employees in maintaining their health and recovering from illness or incapacity, and ensuring that sick leave is used only for legitimate purposes.
- 23.2 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 23.3 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and, as far as possible, shall state the estimated duration of their absence.
- 23.4 Subject to the provisions of subclause 23.8, such employee shall forward to their immediate supervisor, a medical certificate stating the nature of the illness or incapacity and, if known, the date the employee is fit to resume duty. If a medical certificate does not specify the date the employee is fit to resume duty, the employee must, before being entitled to resume duty, furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless the employer dispenses with this requirement.
- 23.5 If so required, such employee shall submit to examination by the Department's medical officer.
- 23.6 Every employee who is absent from duty for a period of more than twenty-eight days shall be examined by the Department's medical officer or a medical officer nominated by the Department and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.
- 23.7 The granting of sick leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 23.7.1 One hundred and forty-four hours on full pay in any one year.
- 23.7.2 Effective 17 February 1997, the sick leave prescribed in 23.7.1 shall be fully cumulative less any sick leave taken.
- 23.7.3 Sick leave beyond the scale provided for shall be sick leave without pay.
- 23.7.4 Sick leave is intended to be allowed in respect of absences from duty caused by ordinary illness or incapacity for duty as the result of an illness or injury sustained whilst off duty. When the incapacity is due to organised sporting activity or paid work, unconnected with the Department, any sick leave payment shall take into account any benefit in the nature of sick leave or workers compensation payments the employee concerned receives from the body organising the sporting activity or paid work, but to the extent of such benefit, the employee's sick leave entitlement shall not be affected.
- 23.7.5 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement previously has been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from the salary of the employee concerned in the next pay period or, if such a deduction would cause hardship, in accordance with the provisions of subclause 6.15 of this Award.
- 23.7.6 Recruit firefighters shall be eligible for sick leave. However, such employees shall only be entitled to use up to and including 72 hours of sick leave.
- 23.7.7 When the incapacity is due to a cause which would entitle an employee to workers' compensation, the Department shall pay the difference between the amount of workers' compensation payment and the ordinary rate of pay of the employee concerned. The employee's entitlement for sick leave arising from ordinary illness shall not be affected.

23.7.8 The employee shall prove to the satisfaction of the Department, or, in the event of a dispute, to the satisfaction of the Industrial Relations Commission, that the employee was unable, on account of such illness or incapacity, to attend for duty on that day or days for which sick leave is claimed. Payment shall not be allowed for such leave until this condition is fulfilled. A medical certificate tendered in support of such claim shall state the illness or incapacity, and that the employee was prevented by such illness or incapacity from attending for duty on the day or days for which sick leave is claimed.

23.8 Employees are entitled to take unsupported sick leave absences, where no medical certificate is required, subject to the following provisions:

23.8.1 Such absences may not exceed 3 separate occasions in any calendar year, where an 'occasion' shall be a shift or part of a shift (or in the case of Executive Officers, 3 separate days in any calendar year; and

23.8.2 Such absences may not be taken on consecutive days; and

23.8.3 Such absences may not be taken on public holidays; and

23.8.4 Such absences may not be taken in relation to any matter that may be covered by workers' compensation.

Commitment to Reduction in Sick Leave Levels

23.9 The Parties to this Award are committed to ensuring a reduction in the cost associated with sick leave.

23.10 To ensure that sick leave levels are reduced, the Parties have agreed to implement a policy for the management of employee absence relating to personal illness and injury.

23.11 It is accepted that the Attendance Management Policy for Permanent Firefighters will place the Parties to this Award, including all employees covered by the Award, under an obligation to effectively manage sick leave in order to achieve the targeted reduction. To that end, the Parties will work co-operatively to ensure the implementation and success of the Attendance Management Policy for Permanent Firefighters.

Review Mechanisms

23.12 During the life of the Award, the Department and the Union will, at regular intervals, monitor and review the operation of the Attendance Management Policy for Permanent Firefighters and the data on reduction in average sick leave levels.

23.13 At each review the Department and the Union will assess progress against sick leave reduction targets.

23.14 Subject to clause 23.15, if targets are not being met the Department will, after consultation with the Union, identify and implement the additional measures required to meet the targets and will vary the Attendance Management Policy for Permanent Firefighters accordingly.

23.15 In the event of a dispute as to a proposed variation, then provided the Union notifies a dispute within 7 days, the issue as to any proposed variation will be dealt with by the Industrial Relations Commission and during that process the status quo in regards to sick leave then applying will operate unless otherwise varied or altered by the Commission.

Executive Officer entitlements

23.16 Sick Leave on full pay accumulates at the rate of fifteen (15) days each calendar year, and any such accrued leave not taken is fully cumulative.

23.17 For the purpose of subclause 23.16 "service" means continuous service.

24. Special Leave for Union Activities

24.1 Attendance at Union Conferences/Meetings

24.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:

- 24.1.1.1 annual or bi-annual conferences of the Union; and
- 24.1.1.2 annual conferences of the United Firefighters Union of Australia; and
- 24.1.1.3 meetings of the Union's Executive/Committee of Management; or
- 24.1.1.4 annual conference of Unions NSW; or
- 24.1.1.5 bi-annual conference of the Australian Council of Trade Unions.

24.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:

- 24.1.2.1 establishing accreditation as a delegate with the Union; and
- 24.1.2.2 providing sufficient notice of absence to the Department; and
- 24.1.2.3 lodging a formal application for special leave.

24.1.3 Such leave is also subject to the Union:

- 24.1.3.1 providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties; and
- 24.1.3.2 meeting all travelling, accommodation and any other costs incurred for the accredited delegate; and
- 24.1.3.3 providing the Department with confirmation of attendance of the accredited delegate.

24.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:

- 24.1.4.1 release the accredited delegate for the duration of the conference or meeting;
- 24.1.4.2 grant special leave (with pay); and
- 24.1.4.3 ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

24.1.5 Period of Notice

- 24.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.
- 24.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.

24.1.6 Travel Time

- 24.1.6.1.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.
- 24.1.6.1.2 No compensation is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

24.1.7 Payment

- 24.1.7.1 Employees entitled to special leave in terms of this clause shall, for such special leave, receive their normal rate of pay. Provided that for the purpose of this clause "normal rate of pay" will include allowances, except for the Relieving Allowance set at Item 17 of Table 3 of Part C.

24.1.8 Special leave in terms of this clause shall count as service for all purposes.

24.1.9 Availability of Special Leave

- 24.1.9.1 Special leave shall not be available to employees whilst they are rostered off duty or on any period of other leave.

24.2 Attendance at Courses/Seminars Conducted or Supported by TUEF

24.2.1 Except where inconsistent with the provisions of subclause 24.2, the provisions of subclause 24.1 of this clause shall also apply for attendance at courses or seminars conducted or supported by the Trade Union Education Foundation (TUEF).

24.2.2 Up to a maximum of 12 days in any period of two years may be granted to employees who are members of the Union.

24.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

- 24.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees;
- 24.2.3.2 Expenses associated with attendance at such courses or seminars, e.g. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 24.2.2., special leave may include travelling time necessarily required during working hours to attend courses or seminars;
- 24.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

25. Court Attendance Entitlements

25.1 The provisions of this clause shall apply to employees attending Court and related conferences as a:

- 25.1.1 result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.
- 25.1.2 witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

25.1.3 witness in a private capacity.

25.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

25.2.1 Such attendance shall be regarded as attendance in an Official Capacity and uniform must be worn.

25.2.2 The employee is entitled to be reimbursed for all expenses reasonably and necessarily incurred in excess of any reimbursement for expenses paid by the Court. Any such claim shall be in accordance with Clause 26, Travelling Compensation. Other than as provided by subclause 25.2, employees are not entitled to claim nor retain any monies as witness' expenses. Any monies received, other than reimbursement of expenses actually and necessarily incurred, shall be paid to the Department.

25.2.3 Where the employee is required to attend while off duty, overtime shall be paid from the time of arrival at the Court to the time of departure from the Court. Travelling time shall be compensated in accordance with Clause 26, Travelling Compensation. Where approval has been given to the employee to use the employee's private vehicle, employees shall be entitled to receive the appropriate Specified Journey Rate prescribed at Item 1 of Table 4 of Part C. All public transport costs, reasonably and necessarily incurred, shall be fully reimbursed.

25.2.4 Where the employee receives a subpoena or notification of a requirement to attend Court, the employee must ensure that the Officer-in-Charge is informed of those commitments immediately. As far as is practicable, employees who are required to attend Court in an Official Capacity shall do so free from their ordinary duties and responsibilities.

25.2.5 The following provisions are to apply to ensure that employees attending Court are given adequate time free from duty to meet Court commitments:-

25.2.5.1 Day Shift

Where an employee is rostered to work a day shift arrangements must be made within the normal protocol for the employee to be relieved whilst attending Court.

25.2.5.2 Night Shift

An employee required to attend Court shall not be rostered for duty on the night shift which ceases on the day of the Court proceedings. When the employee is released from duty at the Court, and if required to report for duty that evening, such duty shall not commence until an eight hour break has been taken, pursuant to subclause 9.9 of Clause 9, Overtime.

25.2.6 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave:

25.2.6.1 For each day or part thereof, such employee may elect to be recredited with a full days leave or to be paid a minimum of eight hours at the rate of time and one half (i.e., half time in addition) for the first two hours and double time (i.e., time in addition) thereafter.

25.2.6.2 Time worked in excess of eight hours on any recall to duty during annual or long service leave shall be compensated at the rate of double time. The calculation of time worked for the purpose of calculating double time shall commence from the time duty commences at Court until the employee is excused from the Court.

25.2.6.3 Where the combined period of travelling time and Court attendance is less than or equal to eight hours, travelling time is included in the minimum payment prescribed in subclause 25.2.6.1. Where the combined period of Court attendance and travelling time exceeds eight hours, the excess travelling time shall be compensated for in terms of Clause 26, Travelling Compensation.

25.2.7 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period will be recredited and the entitlement to reimbursement of expenses referred to above shall apply.

25.2.8 "Stand-By"

25.2.8.1 "Stand-By" for the purposes of this clause only, means a period when an employee is required to be immediately available, upon notice, to attend Court.

25.2.8.2 Where an employee is required to be on stand-by during a shift or, during any period when the employee is rostered off duty, the employee must, as soon as the requirement is known, advise his/her Officer-in-Charge.

25.2.8.3 Written confirmation from the Court of such necessity to be on Stand-By must also be provided.

25.2.8.4 Where an employee is rostered off-duty and is on Stand-By, the employee shall be entitled to be paid the appropriate amounts set at Item 18 of Table 3 of Part C.

25.3 Where an Employee Attends Court as a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

25.3.1 Employees shall be granted special leave of absence with pay for the period they are necessarily absent from duty, and shall pay to the Department all monies paid to them as witnesses, other than monies paid as a reimbursement of out of pocket expenses incurred by them in consequence of being so subpoenaed.

25.4 Where an Employee Attends Court in a Private Capacity, (i.e., not subpoenaed by the Crown).

25.4.1 Employees shall be granted leave of absence without pay for the period they are necessarily absent from duty or, if they so desire, may apply for consolidated leave and, in either case, may retain monies paid to them as witnesses.

26. Travelling Compensation

26.1 Excess Travelling Time

When an Operational Firefighter is required to travel outside their normal hours of duty the Operational Firefighter may apply for payment for excess time spent travelling, subject to the following:

26.1.1 If the travel is on a non-working day and is undertaken by direction of the Commissioner or an authorised officer, the Operational Firefighter is entitled to the benefit of subclause 26.1.

26.1.2 Where the travel is on a working day, the excess time spent travelling before the normal commencing time or after the normal ceasing time, rounded to the lower quarter hour, shall be counted for the benefit of subclause 26.1.

26.1.3 Payment for excess travelling time on both a working day and a non-working day shall be at the Operational Firefighter's ordinary rate of pay on an hourly basis (calculated by dividing the weekly rate by 40) subject to a ceiling of the hourly rate of pay of a Station Officer Level 2 set at Item 3 of Table 4 of Part C.

26.1.4 Where the Operational Firefighter has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

26.1.5 Travelling time does not include time spent:

- 26.1.5.1. travelling on permanent transfer where the transfer involves promotion with increased salary; or as a consequence of a breach of discipline by the employee; or is at the employee's request; or is under an arrangement between employees to exchange positions;
- 26.1.5.2 travelling by ship on which meals and accommodation are provided; or
- 26.1.5.3 taking a meal when the employee stops a journey to take the meal.

26.1.6 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

26.1.7 Payment will not be made or allowed for more than eight (8) hours in any period of twenty four (24) hours.

26.2 Waiting Time

When an Operational Firefighter qualifies for the benefit of Excess Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:

26.2.1 Where there is no overnight stay with accommodation at a centre away from the employee's residence or normal work location, one hour shall be deducted from:

- 26.2.1.1 the time between arrival at the centre and the commencement of duty; and
- 26.2.1.2 the time between ceasing duty and the time of departure from the centre.

26.2.2 Where overnight accommodation is provided, any time from arrival until departure shall not count as waiting time except as follows:

- 26.2.2.1 if duty is performed on the day of arrival, the time less one hour between arrival and the commencement of duty; and
- 26.2.2.2 if duty is performed on the day of departure, the time less one hour from the completion of duty to departure; or
- 26.2.2.3 if no duty is performed on day of departure the time after 0830 hours until departure.

26.3 Meal Allowances

26.3.1 When an employee is required to perform official duty at a temporary work location and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances subject to the following conditions:

- 26.3.1.1 For breakfast when required to commence travel at/or before 0600 hours and at least one and a half hours before the normal commencing time, the amount set at Item 4 of Table 4 of Part C.
- 26.3.1.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 5 of Table 4 of Part C or an amount equivalent to the additional expense, whichever is the lesser.
- 26.3.1.3 For an evening meal when required to work or travel until or beyond 1830 hours and at least one and a half hours after the ordinary ceasing time, an amount set at Item 6 of Table 4 of Part C.

- 26.3.1.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

26.4 Accommodation Allowances

When an employee is required to perform official duty at a temporary work location which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

26.4.1. For the first 35 calendar days, the appropriate amounts set at Item 7 of Table 4 of Part C; or

26.4.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 8 of Table 4 of Part C. The necessary expenses do not include morning and afternoon tea.

26.4.3 After the first 35 calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 9 of Table 4 of Part C provided the allowance paid to an employee, temporarily located in Broken Hill, shall be increased by 20%. The allowance is not payable in respect of:

26.4.3.1 Any period during which the employee returns home on weekends or public holidays commencing with the time of arrival at the residence and ending at the time of departure from the residence; or

26.4.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

26.4.4 The capital city rate shall apply to Sydney as bounded by the GSA.

26.4.5

26.4.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

26.4.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a capital city, the capital city rate applies only in respect of the time spent in the capital city, the elsewhere rate applies to the remainder of the absence.

26.5 Incidental Expenses Allowances - Government Provided Accommodation

When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 10 of Table 4, of Part C as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

26.6 Additional Provisions

26.6.1 Unless specifically provided for in Clause 12, Relieving Provisions, Clause 16, Training Course Attendance Entitlements or Clause 25, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses. Nor do they apply to Recruits undertaking College training.

- 26.6.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the time of travel will exceed four hours on any one day in addition to the normal hours of work, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence to avoid such travel time on any day and in such case shall be entitled to the accommodation allowances as appropriate.
- 26.6.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 26.6.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or if a first class rail service is reasonably available, the cost of a first class return rail fare, or a motor vehicle allowance at the appropriate specified journey rate set at Item 1 of Table 4 of Part C to the value of the rail fares. No taxi fares or other incidental expenses are payable.
- 26.6.5 An employee shall be entitled to the option of using public transport or reimbursement for the use of the employee's private vehicle on the following basis:
- 26.6.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is available for the journey.
- 26.6.5.2 If an official motor vehicle was not available but public transport was reasonably available for the journey, the amount of any reimbursement is not to exceed the cost of the journey by public transport.
- 26.6.5.3 Where the employee elects to use a private vehicle the employee shall be reimbursed at the specified journey rate prescribed from time to time or the cost of public transport, whichever, unless the Commissioner approves otherwise, is the lesser.
- 26.6.5.4 Where an official motor vehicle is not available, and public transport was not reasonably available for the journey, if the employee agrees to use the employee's private vehicle, reimbursement shall be at the appropriate Official Business rate set at Item 11 of Table 4 of Part C.
- 26.6.5.5 Where the meal allowance or the accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred subject to the following:
- 26.6.5.5.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 26.6.5.5.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.5.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 26.6.5.6 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 26.6.5.7 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and

approved in advance so that compensation for excess travel time and payment of allowances is reasonably minimised.

26.7 Claims

Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.

26.7.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.

26.7.2 In assessing claims for excess travelling time and payment of allowances reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department e.g. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

26.7.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.

26.8

26.8.1 The meal, accommodation and incidental allowances in Items 4 to 10 and the per kilometre rates in Items 1 & 11 of Table 4 of Part C, shall be adjusted in line with, and from the same dates as, the corresponding allowances prescribed in the Crown Employees (Public Service Conditions of Employment) Award 2002.

27. Notice of Transfer

27.1 When an employee is to be transferred to work at a new location and/or to a different platoon, the Commissioner shall give the employee the following notice -

27.1.1 Seven (7) days notice when the transfer is within the same fire district or within the GSA and on the same platoon,

27.1.2 Fourteen (14) days notice when the transfer is within the same fire district or within the GSA but to a different platoon,

27.1.3 Twenty eight (28) days notice when the transfer is outside the GSA or the employee's current fire district, and such notice shall be confirmed in writing.

27.2 An employee may elect to waive, in whole or in part, the notice requirements of subclause 27.1.

28. Transfers Outside of the GSA

This Clause prescribes the transfer arrangements which shall apply in the case of all Operational Firefighter vacancies which arise outside of the GSA on and from 1 May 2006.

28.1 Transfer Register Applications

28.1.1 Applications for placement on any Transfer Register shall be made by way of report to the Manager Operational Personnel. Such reports shall clearly state the Transfer Register on which the employee seeks to be placed, the employee's current classification, the employee's current address and whether or not the employee is claiming residential priority pursuant to subclause 28.4.

- 28.1.2 With the exception of Recruit Firefighters, all firefighters shall be eligible to apply for placement on any one or more of the Country Transfer Registers or Regional Transfer Registers listed at subclause 28.2.
- 28.1.3 With the exception of Inspectors with regards to the Blue Mountains area (only), all Station Officers and Inspectors shall be eligible to apply for placement on any one or more of the Regional Transfer Registers listed at subclause 28.2.2.
- 28.1.4 Leading Firefighters shall not be eligible to apply for placement on any Officer Transfer Register until such time as they have been promoted to Station Officer rank. Similarly, Station Officers shall not be eligible to apply for placement on any Senior Officer Transfer Register until such time as they have been promoted to Inspector rank. Employees so promoted shall be required to submit a new report pursuant to subclause 28.1.1 in order to be placed on the corresponding Transfer Register for their new classification.
- 28.1.5 The Manager Operational Personnel shall acknowledge receipt of all applications within 14 days of the day upon which they are received. This receipt shall confirm the employee's service number, name, date of application, Transfer Register for which the employee has applied and, if applicable, whether or not the employee's claim for residential priority has been accepted. Applications for placement on a Transfer Register shall only be valid upon the issuing of this receipt, which shall serve as proof of an employee's application.
- 28.1.6 Employees may be removed from a Transfer Register by submitting a further report to that effect to the Manager Operational Personnel, who shall in turn issue a receipt as proof of that withdrawal.

28.2 Transfer Registers

28.2.1 Country Transfer Registers:

Transfer Register	Local Government Area
Albury	Albury City Council
Armidale	Armidale City Council
Bathurst	Bathurst City Council
Broken Hill	Broken Hill City Council
Coffs Harbour	Coffs Harbour City Council
Dubbo	Dubbo City Council
Goulburn	Goulburn City Council
Maitland	Maitland City Council
Moree	Moree Plains Shire Council
Nowra	Shoalhaven City Council
Orange	Orange City Council
Port Macquarie	Hastings Council
Queanbeyan	Queanbeyan City Council
Tamworth	Tamworth City Council
Wagga Wagga	Wagga Wagga City Council

28.2.2 Regional Transfer Registers:

Transfer Register	Local Government Area
Blue Mountains	Blue Mountains City Council
Central Coast	Gosford City Council and Wyong Shire Council
Illawarra	Wollongong City Council and Shellharbour City Council
Newcastle	Lake Macquarie City Council and Newcastle City Council
Northern Rivers	Tweed Shire Council, Lismore City Council, Byron Shire Council and Ballina Shire Council

28.2.3 The parties agree that where permanent firefighters are to be introduced in an area outside the GSA for which no Transfer Register exists, a new Transfer Register will be established. Where a new transfer register is to be established, the Department shall advertise the establishment of that register and invite initial applications for a period of six weeks. Any applications received within the six week period shall be deemed to have been received on the date of creation of the register and placed on that register in accordance with the following provisions:

28.2.3.1 Notwithstanding the provisions of subclause 28.4.2, an applicant who satisfies the provisions of subclause 28.4.3 and has done so for a period of 2 or more consecutive years leading up to the date of creation of a Transfer Register shall be placed at the top of that Residential Transfer Register. Where more than one applicant satisfies this provision, placement on that Residential Transfer Register shall be determined by a ballot conducted by the Manager Operational Personnel; and

28.2.3.2 Applicants who are unable to satisfy the provisions of subclause 28.2.3.1 shall be placed at the top of the relevant General Transfer Register. Where more than one such application is received, the order of placement shall be determined by way of a ballot conducted by the Manager Operational Personnel.

28.3 Operation of Transfer Registers

28.3.1 The Department shall establish and maintain a General Transfer Register and a Residential Transfer Register for each category of Operational Firefighter employees as follows:

28.3.1.1 in the case of Firefighters, for each of the Country Transfer Register areas and Regional Transfer Register areas listed at subclauses 28.2.1 and 28.2.2;

28.3.1.2 in the case of Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2; and

28.3.1.3 in the case of Senior Officers, for each of the Regional Transfer Register areas listed at subclause 28.2.2. Provided that there shall not be a Blue Mountains Regional Transfer Register for Senior Officers, and that vacancies which occur within that area shall be filled in accordance with subclause 28.7.

28.3.2

28.3.2.1 Each General Transfer Register shall detail each applicant's employee service number, their name, the date of their original application for transfer and, if applicable, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and/or the date of their eventual transfer to the area in question.

28.3.2.2 Each Residential Transfer Register shall detail each applicant's employee service number, their name, the date of their original application for transfer, the date their application for residential priority status was accepted, the date they were elevated to that area's Residential Transfer Register and, if applicable, the date of their eventual transfer to the area in question.

28.3.3 The order of placement of each employee upon each Transfer Register shall be determined:

28.3.3.1 in the case of General Transfer Registers, by order of the date upon which the employee made application for placement upon that Transfer Register. Where more than one application for the same Transfer Register is submitted on the same day, the Manager Operational Personnel shall determine the order of placement of those multiple applicants by way of ballot; and

28.3.3.2 in the case of Residential Transfer Registers, by order of the date upon which the employee was elevated to that Residential Transfer Register. Subject to the provisions of 28.4.3, 28.4.7.1 and 28.4.7.2, an employee's elevation to a Residential Transfer Register shall be subject to: firstly, the employee having held a position on the relevant General Transfer Register for at least two years; and secondly, the employee having been recognised as having met and maintained residential priority status for that Transfer Register's area for at least two years.

28.3.4 Upon the occurrence of a vacancy, transfers shall be offered to employees in the following order:

28.3.4.1 Firstly, by reference to the relevant Residential Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.

28.3.4.2 In the event that no employee exists on the relevant Residential Transfer Register, or that all employees on that Residential Transfer Register decline the offer of transfer, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed employee on that Register and, if declined, to the next highest placed employee and so on until such time as the vacancy is filled.

28.3.4.3 In the event that no employee exists on the relevant General Transfer Register and/or all employees on that General Transfer Register decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees.

28.3.5 Declining an offer of transfer shall not affect an employee's position on the relevant Transfer Register, provided that employees who decline three successive offers of transfer shall be removed from that Transfer Register.

28.3.6 The Department shall make available copies of all Transfer Registers to employees in the manner agreed between the Department and the Union.

28.4 Residential Priority

28.4.1 All employees seeking residential priority for any Transfer Register area shall be required to submit a report to the Manager Operational Personnel setting out the grounds for their claim. Such employees shall be required to provide evidence of their claim for primary residence prior to being placed on the Transfer Register with Statutory Declarations, electoral enrolment forms, rates notices, bills and/or such other documentation or evidence which it would be reasonable for the Department to request of the employee in order to verify their claim. Vacant blocks of land, Post Office boxes, investment properties, holiday homes or the addresses of relatives or friends, when in fact the employee has primarily resided elsewhere, shall therefore be unacceptable. This report may be either the same report as that of the employee's original application made pursuant to subclause 28.1.1, or a subsequent report which is submitted due to an employee's transfer or a change of primary residence.

28.4.2 An employee shall not be entitled to recognition of residential priority on any Transfer Register prior to the date of their report making application for that recognition pursuant to subclause 28.4.1.

28.4.3 In order to recognise an employee's claim for residential priority for a particular Transfer Register, the Manager Operational Personnel must first be satisfied that the primary residence in question is located either:

28.4.3.1 within the Transfer Register area in question, or

28.4.3.2 in such a location that any permanently staffed fire station within the Transfer Register area for which the applicant is claiming residential priority is closer to

their primary residence than any permanently staffed fire station within the GSA or Transfer Register area, as the case may be, to which the applicant is currently attached. For the purposes of this subclause, distances shall be determined by drawing a straight line between both locations and calculating that distance, i.e. in a straight line.

28.4.4 Employees holding residential priority status on any Transfer Register must submit a further report pursuant to subclause 28.4.1 immediately upon their:

- 28.4.4.1 change of address, meaning a change in the location of their primary residence; or
- 28.4.4.2 transfer from the GSA to a Transfer Register area; or
- 28.4.4.3 transfer from one Transfer Register area to another Transfer Register area.

28.4.5 The Manager Operational Personnel shall acknowledge and review all reports submitted pursuant to subclause 28.4.4. If an employee's transfer or revised primary residence location means that the employee no longer satisfies the residential priority requirements of subclause 28.4.3, then the employee's records upon the relevant Transfer Register(s) shall be adjusted accordingly. It shall remain the responsibility of employees to apply for any additional residential priority status which may arise as a result of their transfer or revised primary residence.

28.4.6 Subject to the provisions of subclause 28.4.7, an employee who has held and continually maintained residential priority status upon a General Transfer Register for two years shall then be elevated to the relevant Residential Transfer Register in accordance with subclause 28.3.3.2. Provided that employees who are elevated to a Residential Transfer Register and who are later found to no longer meet the criteria for residential priority shall be returned to and placed upon the relevant General Transfer Register by order of the date of their original application.

28.4.7 In the case of Leading Firefighters who are promoted to Station Officer, or Station Officers who are promoted to Inspector:

- 28.4.7.1 if stationed within a Regional Transfer Register area at the time of their promotion, then such employees shall be transferred to the GSA. Provided that employees so transferred who make application pursuant to subclause 28.1 for return transfer within three months of the date of their promotion shall be placed on the corresponding Residential Transfer Register for their new classification as of the date of that promotion;
- 28.4.7.2 if holding a position on a Regional area's Residential Transfer Register at the time of their promotion then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall be placed on the corresponding Residential Transfer Register for their new classification as of the date of that promotion;
- 28.4.7.3 if holding a position on a Regional area's General Transfer Register at the time of their promotion, and holding residential priority status for that area, then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall be placed on the corresponding General Transfer Register for their new classification as of the date of that promotion and recognised for the purposes of subclause 28.4.6 for that period of residential qualification already accrued.
- 28.4.7.4 if holding a position on a Regional area's General Transfer Register at the time of their promotion, but without holding residential priority status for that area, then such employees shall be entitled within three months of the date of their promotion to submit a further report pursuant to subclause 28.1, following which they shall then be placed on the corresponding General Transfer Register for their new classification as of the date of that promotion.

28.4.8 Employees who are stationed within a Transfer Register area at the time of their appointment to an Operational Support position and who make application pursuant to subclause 28.1 within three months of the date of their appointment shall be placed on that area's Residential Transfer Register as of the date of that appointment.

28.5 Appeals concerning Residential Priority

28.5.1 An employee seeking to challenge either the Department's determination of their residential priority status, or the Department's determination of the residential priority status of another employee may appeal in the first instance by way of report to the Assistant Director Operational Personnel. Such reports shall provide all relevant details and may be supported by any documentation or evidence which the employee considers relevant to their claim. An anonymous appeal against an employee shall not be investigated.

28.5.2 Where an appeal concerns the employee's own residential status, the Assistant Director Operational Personnel shall provide the employee with a written determination of that appeal, setting out the reasons for same, within 14 days of receipt of the employee's report.

28.5.3 Where an appeal concerns the residential status of another employee, the Assistant Director Operational Personnel shall forward a copy of the said report to the employee who is the subject of the challenge. The employee under challenge shall be allowed no less than 28 days to reply by way of report to the Assistant Director Operational Personnel who shall thereafter provide both employees with a written determination of the appeal, setting out the reasons for same, within 14 days of receipt of the second employee's report.

28.5.4 An employee may appeal a determination of the Assistant Director Operational Personnel by way of report to the Commissioner. The Commissioner shall consider all previous reports and documentation relating to the matter, together with any additional information which the employee or employees concerned may supply, following which the Commissioner shall provide the employee or employees concerned with a written and final determination of the matter.

28.6 Regional Communications and BA/Hazmat

This subclause prescribes the transfer arrangements which shall apply for all firefighter or Station Officer vacancies which occur within Regional Communication Centres and Regional BA/Hazmat Sections.

28.6.1 Upon the occurrence of a vacancy, transfers shall be advertised and offered in the following order:

28.6.1.1 Firstly, to all employees who are stationed within the Regional Transfer Register area in which the vacancy exists. Where there are more suitable applicants than positions available, interviews shall be held to determine the successful applicant.

28.6.1.2 In the event that no applications are received at subclause 28.6.1.1, or that none of the local applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on the relevant Residential Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.

28.6.1.3 In the event that all employees on that area's Residential Transfer Register decline the offer of transfer, or that none of the Residential Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be offered to all employees on the relevant General Transfer Register, with the first offer to be made to the highest placed applicant who meets the essential criteria and, if declined, to the next highest placed applicant who meets the essential criteria and so on until such time as the vacancy is filled.

- 28.6.1.4 In the event that all employees on that area's General Transfer Register decline the offer of transfer, or that none of the General Transfer Register applicants meet the essential criteria, as agreed between the Department and the Union, the vacancy shall then be advertised by way of internal memorandum to all Communication Centre or BA/Hazmat employees (as the case may be). Where there are more suitable applicants than positions, interviews shall be held to determine the successful applicant.
- 28.6.1.5 In the event that all Communication Centre or BA/Hazmat employees (as the case may be) decline the offer of transfer, the vacancy shall then be advertised for and open to all eligible employees through In Orders.
- 28.6.1.6 Successful applicants will be required to successfully complete the required training, and on appointment, to serve in the relevant Centre/Section for a minimum period of three years. Provided that if the transfer is made in accordance with subclause 28.6.1.4 then the cumulative total service will be a minimum period of three years.

28.7 Country Officers, Country Senior Officers and Operational Support Staff

28.7.1 Vacancies which occur amongst any of the positions listed at subclause 28.7.2 shall be advertised through In Orders and filled on the basis of competitive merit selection. Selection Committees shall be constituted in accordance with the Recruitment and Selection Guidelines of the NSW Public Service.

28.7.2

- 28.7.2.1 Country Officers, being all Station Officer positions located in areas outside of the GSA and the Regional areas listed at subclause 28.2.2; and
- 28.7.2.2 Country Senior Officers, being all Inspector positions located outside the GSA and the Newcastle, Central Coast and Illawarra Transfer Register areas; and
- 28.7.2.3 Operational Support staff, being all positions defined as such by Clause 14 of this Award.

29. Transferred Employee's Compensation

29.1 When an employee has been given notice of transfer to work in a new location and the Commissioner requires that the employee move to new accommodation, and the transfer is not subject to the exceptions set out below, the employee shall be eligible for leave or credit of leave, reimbursement of costs, and to be paid allowances set out herein.

29.2 Exceptions

29.2.1 Unless special and exceptional circumstances exist, the exceptions exclude from the benefit of this clause employees who are transferred:

at their own request;

under an arrangement between employees to exchange positions;

on account of the employee's breach of discipline;

within the Metropolitan Area or the same Zone.

29.2.2 For purposes of this clause, Metropolitan Area means and includes the Sydney Region as defined by the Department of Planning but also including the area referred to as the Central Coast on the

Northern Line as far as Gosford, the area on the Western Line as far as Mt. Victoria and on the Illawarra Line as far as Wollongong.

29.2.3 Employees who are transferred as a result of inclusion in a transfer list established in accordance with Clause 28 of this Award shall, for the purposes of this Clause, be deemed to have been transferred "at their own request" and shall not be eligible for the entitlements set out in this Clause.

29.2.4 Notwithstanding the provisions of subclause 29.2.1, employees who are transferred by way of a merit based selection process, including employees promoted to a rank that necessitates a transfer, shall attract the relevant entitlements of this Clause.

29.2.5 Notwithstanding the provisions of subclause 29.2.1, employees who received compensation for transferring to a particular station/location shall, after a period of not less than 2 years service at that location, be entitled to the provisions of this Clause upon transfer to the GSA.

29.3 This clause does not alter the transfer procedures, as at the date of making of this Award, set out in Standing Orders. Any variation to those procedures shall be by agreement between the Department and Union.

29.4 Leave

When an employee has been given notice of transfer and is required to move to new accommodation the employee shall be eligible for leave and/or to apply for payment at the ordinary rate of pay in lieu of the granting of leave or the Commissioner may credit such leave as consolidated leave as follows to a maximum of:

29.4.1 Sixteen (16) working hours to visit the new location with a view to obtaining accommodation,

29.4.2 Sixteen (16) working hours to prepare and pack personal and household effects prior to removal or for the purpose of arranging storage,

29.4.3 Such leave as is necessary to travel to the new location for the purposes of obtaining suitable accommodation and/or to commence duty,

29.4.4 Eight (8) hours for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.

Where an employee is eligible for, and takes leave, for part of a shift the Commissioner may direct the employee to take consolidated leave to credit for the remainder of the shift and if the employee does not have sufficient leave to credit, the shortfall may be taken as an advance against consolidated leave that may accrue or as leave without pay.

29.4.5 Provided suitable arrangements can be made for a performance of duties, an employee working a special roster who has been unable to secure accommodation for the family at the new location is entitled to sufficient special leave to permit a return home on weekends once each month to spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with the weekend and on which the employee would not normally be rostered for duty. This leave is limited to the time necessarily required in travelling on the day preceding and the day following such weekend.

29.4.6 Where a transferred employee working a special roster is located in a district where a return home once each month is not possible, such employee, after four weeks at the new location, will be entitled to sufficient leave to allow the transferred employee two consecutive days and nights at a weekend with the family. Following that four weeks, the employee will be allowed to accumulate special leave at the rate of sixteen (16) working hours per month until sufficient leave is available to allow the return home at a weekend for a similar period.

29.4.7 Special Roster is the roster specified at subclause 8.6 of this Award.

29.5 Cost of Temporary Accommodation

For the purposes of this subclause, temporary accommodation does not include a house or a flat, whether owned by the Government or privately owned, but relates to what is commonly termed board and lodging.

29.5.1 Transferred employees maintaining dependant relatives at home who are required to vacate the existing residence prior to departure for the new location and/or finds it necessary to secure board and lodging for themselves and dependant relatives at the new location pending permanent accommodation (a residence) becoming available, the employee shall be allowed up to the amount set at Item 12 of Table 4 of Part C, per week calculated as the actual cost of the temporary accommodation less an excess contribution calculated as per Table 5 of Part C.

29.5.2 Where a transferred employee maintaining dependant relatives moves to the new location ahead of dependants, and permanent accommodation is not available, necessary board and lodging expenses in excess of the amount set at Item 13 of Table 4 of Part C, per week to a maximum allowance of the amount set at Item 12 of Table 4 of Part C, per week shall be payable.

29.5.3 Where a transferred employee not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, the employee is to be paid an allowance of up to 50% of the total cost of board and lodging for a maximum period of four (4) weeks subject to a maximum the amount set at Item 12 of Table 4 of Part C, per week. Where the period of four (4) weeks is not sufficient for the employee to find suitable permanent accommodation, full particulars should be provided to allow the DPE to consider the extension of this provision.

29.5.4 An employee receiving an allowance for temporary accommodation as set out above is entitled to a laundry (not dry cleaning) allowance as set out at:

29.5.4.1 Item 14 of Table 4 of Part C, per week if the employee only is in temporary accommodation;

29.5.4.2 Actual expenses to a maximum as set at Item 15 of Table 4 of Part C, per week if the employee and dependants are in temporary accommodation.

29.5.5 Where an employee, together with dependants are in temporary accommodation the allowances may be paid until either

29.5.5.1 a suitable residence becomes available; or

29.5.5.2 up to twenty six (26) weeks if the transfer is to the country; or

29.5.5.3 up to thirteen (13) weeks if the transfer is to the Sydney Metropolitan Area,

whichever is the sooner. The payment of allowances in all cases is subject to:

29.5.5.4 the production of receipts;

29.5.5.5 a written undertaking that any reasonable offer of accommodation will be accepted;

29.5.5.6 evidence that the employee is taking all reasonable steps to secure a residence.

When the Commissioner considers that a transferred employee has refused to accept reasonable accommodation and as a result the payment of an allowance has been discontinued, the matter may be referred by the employee or the Union to a Committee comprising two representatives of the Union and two representatives of the DPE. If no mutual decision is arrived at by the Committee the matter may be referred to the Industrial Relations Commission of NSW.

29.5.6 Extension of assistance beyond the twenty six (26)/thirteen (13) week period may be approved only if the application for assistance is supported by acceptable evidence of unsuccessful attempts to obtain accommodation which constitutes reasonably suitable accommodation.

29.6 Removal Costs

29.6.1 A transferred employee is entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location. Provided that the journey is travelled by the shortest practicable route and completed within a reasonable time, these costs will include the actual and reasonable expenses incurred by the employee and dependants for meals and accommodation during the course of the journey.

29.6.2 Removal expenses allowed under this clause includes the costs of insuring furniture and effects whilst in transit up to an amount set at Item 16 of Table 4 of Part C. Where the insured value exceeds amount, the case should be referred to the DPE for consideration. They should be provided with an inventory of items to be transferred together with a declaration that all items included in that policy are being removed or stored, or, a certificate of valuation from a registered valuer certifying the value of furniture and effects being removed or stored.

Where, due to circumstances beyond the control of the transferred employee, the furniture and effects of the employee arrive late at the new location or are moved before the employee's departure from the previous location, reimbursement of expenses for meals and accommodation properly and reasonably incurred by the employee and any dependants shall be paid.

29.6.3

29.6.3.1 A transferred employee shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location.

29.6.3.2 This entitlement is the amount set at Item 17 of Table 4 of Part C, where the Commissioner is satisfied that the employee has removed a substantial portion of what is normal household furniture, furnishing and fittings of not less value than the amount set at Item 18 of Table 4 of Part C. If the value is less than this amount, a pro rata amount is payable.

29.6.4 Where a transferred employee is required to remove the employee's furniture from temporary accommodation the employee is entitled to be reimbursed removal costs and the compensation for depreciation and disturbance in respect of each such move, notwithstanding that the employee may not be changing the location of work.

29.6.5 When an employee uses a private vehicle for the purposes of official business and finds it necessary to transport another private vehicle, normally used by a dependant relative maintained in the household, the cost of transporting or driving that second vehicle to the employee's new location shall be part of the removal costs and the employee may be paid either the cost of transportation by road or rail or, if the vehicle is driven to the new location, a car allowance at the specified journey rate set at Item 1 of Table 4 of Part C.

29.6.6 The reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location shall be the equivalent to the lowest of three competitive quotes where practicable.

29.6.7 An advance to cover the whole or part of removal expenses allowed under this subclause is available. The amount of the advance is to be adjusted by the employee within one month of the expenditure being incurred.

29.7 Storage of Furniture

Where an employee is unable to secure suitable accommodation at the new location and is required to store the furniture while waiting to secure a residence, the cost of storage and cartage to the store, and from the store to the new residence shall be reimbursed. The employee shall also be reimbursed the cost of insurance for furniture and effects while in storage on the same basis as for insuring whilst in transit.

The maximum period of storage under this Clause is twenty six (26) weeks in the country and thirteen (13) weeks in the Metropolitan Area.

29.8 Costs of Personal Transport

29.8.1 The transferred employee and one member of the household, when proceeding on leave for the purpose of visiting the new location with a view to obtaining suitable accommodation, shall be entitled to the option of return rail fares, or if a first class rail service is reasonably available, first-class return rail fares, or reimbursement at the specified journey rate as set at Item 1 of Table 4 of Part C, for the use of a private vehicle up to the cost of rail fares.

29.8.2 The transferred employee and all members of the household, when travelling to the new location for the purpose of commencing duty, shall be entitled to rail fares or reimbursement for the use of the private vehicle, as set out in subclause 29.8.1, provided that, where the members of the employee's household do not travel on the same occasion as the employee, the entitlement for their personal transport shall be deferred until such time as travel to take up residence at the employee's new location occurs.

29.8.3 A transferred employee working the special roster specified at subclause 8.6, who has been unable to secure accommodation for the family at the new location, who is entitled to special leave to permit a return home at weekends, shall be entitled to the option of rail fares or reimbursement for the use of a private vehicle as set out in subclause 29.8.1 when proceeding on leave.

29.8.4 Car allowance in respect of travel by the employee involved in taking up duty at the new location shall be at the official business rate as set at Item 11 of Table 4 of Part C.

29.8.5 When an overall saving to the Department would eventuate, an employee and one member of the household, when proceeding to visit the new location with a view to obtaining suitable accommodation, shall be entitled to economy class air fares in lieu of rail fares or reimbursement of the use of a private motor vehicle.

29.8.6 When an employee travels to the new location with a view to obtaining suitable accommodation and incurs expenses in relation to overnight accommodation, the employee shall be reimbursed the reasonable and actual cost of accommodation and meals for self and a member of the household provided the amount to be reimbursed does not exceed sustenance allowances allowed under Clause 26, Travelling Compensation.

29.9 Education of Children

29.9.1 A transferred employee who has dependant children will be entitled to the cost of essential school clothing that is required to be replaced or purchased as a direct result of the employee's transfer to a new location requiring the changing of schools. No provision is made for reimbursement of additional school fees, text books or other similar items. The basic list of school clothing is as follows:

Basic Items	
Male winter uniforms	Summer Uniforms
1 Suit coat	3 shirts
2 pairs of winter trousers	3 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	

1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes	
1 track suit/sports uniform	
(but not both)	
1 pair of sandshoes	
Female winter uniforms	Summer uniforms
1 hat	3 blouses
2 tunics	2 tunics
1 blazer	3 pairs stockings/socks
3 blouses	
1 tie	
3 pairs stockings/socks	
1 pair of gloves	
1 pair of shoes	
1 track suit/sports uniform	
(but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

When an item of clothing required at the new school is not included in the basic list the DPE will consider reimbursing the cost of same but will require full particulars and circumstances surrounding the requirement to purchase.

29.9.2 In respect of dependant children undergoing secondary education in Year 12 at a school in the employee's old location, where the elected subjects are not available at a school in the employee's new location, the cost of board and lodging for these children may be reimbursed to the transferred employee. In such case the employee, on production of receipts for payment and a certificate from the Department of School Education that the elected subjects are not available at the school at the employee's new location, shall be granted the allowance. In these cases the parent/guardian will be required to pay the first amount as set at Item 19 of Table 4 of Part C, of the board and lodging expenses and the Department will reimburse further costs up to a maximum of the amount as set at Item 20 of Table 4 of Part C, per week for each child.

29.10 Conveyancing and Other Costs

A transferred employee who, as a consequence of the transfer to a new location, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location shall be entitled to reimbursement of expenses incurred in such transactions subject to the following:

29.10.1 Where a solicitor or a registered conveyancing company has been engaged to act on behalf of the employee in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions.

29.10.2 Where an employee is entitled to reimbursement, the following expenses shall be covered:

29.10.2.1 Stamp Duty;

29.10.2.2 Where the employee has engaged a Real Estate Agent to sell the residence at the former location, the commission due to the Estate Agent.

29.10.3 Reimbursement of expenses shall be made where the sale of the employee's former residence and the purchase of either a residence or land is effected within a period commencing not earlier than six (6) months prior to the employee's transfer and ending not more than four (4) years after such transfer. The Department will be prepared to consider individual cases where the four (4) year period has been exceeded but will require full details of why sale and/or purchase of the transferred employee's residence could not be completed in the four (4) year period.

- 29.10.4 Where a transferred employee owns a residence at a former location and has taken up rented accommodation on transfer, the employee shall be regarded as covered by these provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or on a subsequent transfer provided the period of not more than four (4) years has elapsed since the employee's immediately preceding transfer.
- 29.10.5 Where it is not practicable for the transferred employee to purchase residence in the new location and such employee has disposed of the former residence, such employee is not to be excluded from the benefit of this clause when subsequently purchasing a residence in the new location on a current or subsequent transfer within the four (4) year period.
- 29.10.6 There is an upper ceiling, as set at Item 21 of Table 4 of Part C, on prices of the properties involved in either the sale or the purchase. This limit applies where employees are relocated from a Metropolitan Area to the country irrespective of the size, the value and the commerciality of the property being purchased provided transferred employees are not entitled to the reimbursement of costs involved in transactions where the sale or purchase of a large rural property or commercial premises might be involved.
- 29.10.7 Where a transferred employee dies before completion of either or both the sale or purchase transactions, the expenses incurred in such transactions, up to and including the finalisation of such transactions shall be payable by the Department and the family of the deceased employee is not required to reimburse the Department such expenses.

29.11 Stamp Duty and Other Charges

A transferred employee, who, as a consequence of the transfer, sells a residence at the former location and buys a residence or land upon which to erect a residence at the new location is entitled to be reimbursed:

- 29.11.1 Stamp Duty in respect of the purchase of the residence or the land and the house erected thereon at the new location;
- 29.11.2 Stamp Duty paid in respect of any mortgage entered into or the discharge of a mortgage in connection with the sale or purchase;
- 29.11.3 Registration fees on transfers and mortgages on the residence or the land and the house erected on the land on the following basis -
- 29.11.3.1 where the purchase is completed and the employee enters into occupation of the residence within 15 months of transfer, the reimbursement of Stamp Duty in full;
- 29.11.3.2 where the occupation of the residence purchased or erected is not completed within fifteen (15) months but is completed within four years of transfer, reimbursement of Stamp Duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties been the amount set at Item 21 of Table 4 of Part C, in each case.
- 29.11.4 A transferred employee who, as a consequence of the transfer to a new location, does not sell a residence at the former location but buys a residence or land upon which to erect a residence at a new location, is entitled to be reimbursed:
- 29.11.4.1 Stamp Duty in respect of the purchase of the residence or the land and a house erected on that land;
- 29.11.4.2 Stamp Duty paid on any mortgage entered into in connection with the purchase; and
- 29.11.4.3 Registration fees on transfer and mortgages on the residence or the land and a house erected on the land,

provided the employee enters into occupation of the residence within fifteen (15) months of transfer to the new location.

29.12 Incidental Costs

29.12.1 A transferred employee who is entitled to the reimbursement of conveyancing and other costs for a purchase at the new location prior to the sale of the former residence is entitled to the reimbursement of any Council or any other Local Government rates levied in respect of the former residence while such former residence remains untenanted provided the employee can furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.

29.12.2 A transferred employee will be entitled to reimbursement of non-refundable costs in respect of the connection of gas and electricity supplies and of telephone installation at the new residence provided that:

29.12.2.1 the connection of gas and electricity supplies were available to the land at the time of purchase and/or

29.12.2.2 the cost of the telephone installation is to be reimbursed only where a telephone was installed at the former residence.

29.12.3 A transferred employee entitled to the reimbursement of conveyancing and other costs is entitled to reimbursement of the cost of survey certificates, pest certificates and/or Building Society registration fees reasonably incurred in seeking financial accommodation to purchase the new residence or the land upon which to erect a new residence and the fees associated with discharging the mortgage on the former residence.

29.12.4 A transferred employee shall be entitled to reimbursement for the fees charged by Australia Post for re-direction of mail for the first month following vacation of the former residence.

29.13 Relocation on Retirement

29.13.1 Upon retirement at a place other than the place of original recruitment to the Department, an employee is entitled to be reimbursed the costs actually and necessarily incurred in removing personal household effects to a location of the employee's choice together with the cost of insuring the same against damage in transit provided -

29.13.1.1 the maximum amount of such reimbursement shall be limited to that payable had the employee moved to the place of original recruitment; and

29.13.1.2 the employee's relocation is effected within twelve (12) months following retirement.

29.13.2 The above provision shall apply to any claims made by the widow or widower within a period of twelve (12) months of the transferred employee's death. In such cases the Commissioner will also be prepared to consider claims made by children or dependent relatives of the deceased in similar circumstances but will require full particulars as to the reasons.

29.14 Additional Provisions

29.14.1 Nothing contained in the provisions of this clause pertaining to leave shall deprive the employee of compensation for time spent in travelling.

29.14.2 Where the spouse of a transferred employee is also employed in the NSW Public Service and is also transferred, the assistance payable under this clause or under the Crown

Employee's general provisions is to be paid to one partner only. This does not operate to restrict the leave entitlement of the transferred employee.

- 29.14.3 An employee whose appointment to a position may be subject to appeals action shall not move to the new location until the period during which appeals may be lodged has expired or all appeals action has been finalised. An employee may be directed to take up duty in the new location before appeals action is finalised but will be entitled to the leave provisions set out in this clause, in which case the following will apply:
- 29.14.3.1 Where the employee has dependants they may claim sustenance allowance under Clause 26, Travelling Compensation, until appeals action has been finalised;
 - 29.14.3.2 Employees with dependants have a further period of up to twenty one (21) days immediately after all appeals action has been finalised to find suitable accommodation before such travelling compensation entitlements cease. Such period may be extended by the Commissioner if the Commissioner is satisfied that twenty one (21) days is insufficient time to find such accommodation.
 - 29.14.3.3 The Commissioner shall not approve the movement of the employee's dependants or furniture and effects before all appeals action has been finalised unless exceptional or particularly difficult circumstances exist.
 - 29.14.3.4 Employees without dependants may be given assistance with temporary accommodation pending the completion of any appeals action but are not to move their furniture and effects until appeals action has been finalised.

29.15 Adjustment of Entitlements

- 29.15.1 The entitlements provided by this clause, shall be adjusted in line with, and from the same effective dates, as the corresponding entitlements prescribed in the Crown Employees (Transferred Officers' Compensation) Award.

30. Rental of Premises

30.1 For the purpose of this clause only:

- 30.1.1 "accommodation" means quarters or premises, including a fire station, owned or leased by the Department.
- 30.1.2 "employee" means a Station Officer or an Inspector.
- 30.1.3 "market rental" means the market rental of the property as determined by the Commissioner in accordance with the Guidelines issued by the DPE.

30.2 Except as provided for in subclauses 30.3, 30.4 and 30.5, where an employee is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the employee concerned an amount per week equal to 4% of the employee's total weekly rate per week as prescribed in Tables 1.1 to 1.4, Rates of Pay, or 50% of the market rental of the accommodation, whichever is the lesser.

30.3 Where an employee was, on 19 August 1994, entitled to and occupying subsidised accommodation:

- 30.3.1 Such employee, subject to subclause 30.3.2, shall continue to pay the amount set at Item 19 of Table 3 of Part C (as adjusted from time to time in accordance with 30.4) per week unless the employee subsequently elects to move from that accommodation to different accommodation. If such an employee so elects, then the Department shall deduct from the rate of pay of the employee concerned an amount per week as prescribed in sub-clause 30.2.
- 30.3.2 And has exercised, or who has, a right of return transfer pursuant to Clause 30 (i) of the Fire Brigade Employees' (State) Award as published in NSW Industrial Gazette Volume 263 of 1991,

such employee shall retain the right of return transfer. Provided that the continued entitlement to subsidised accommodation shall expire after a period of 2.5 years from the date of return transfer.

- 30.3.3 And is transferred by the Department from one country location to another country location, such employee shall retain the benefits of the provisions of sub-clause 30.3 as if the employee had not been so transferred.
- 30.4 The amount set at Item 19 of Table 3 of Part C, shall be increased from the same date and by the same percentage of any increase to the rate of pay prescribed for a Station Officer, Level 1. All such increases shall be rounded off to the nearest 10 cents.
- 30.5 Firefighters or employees who have entered into, or subsequently entered into, private tenancy arrangements with the Department are not entitled to the provisions of this clause.

Executive Officers

- 30.6 Except as provided for in subclause 30.8, where an Executive Officer is required to and does occupy accommodation, the Department shall deduct from the rate of pay of the Executive Officer an amount per week equal to 4% of the weekly equivalent of the Executive Officer's annual salary as prescribed in Tables 1.1 to 1.4 of Part C or 50% of the market rental of the accommodation, whichever is the lesser.
- 30.7 The weekly equivalent referred to in subclause 30.6 shall be derived by multiplying the annual salary by 7 and dividing the result by 365.25.
- 30.8 An Executive Officer who has entered into, or subsequently enters into private tenancy arrangements with the Department is not entitled to the provisions of this clause.

31. Protective Clothing and Uniforms

- 31.1 The Department shall supply to all employees appropriate protective clothing for operational duties which shall meet relevant national and/or international Standards or as otherwise agreed to with the Union.
- 31.2 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 31.3 The provision of wet weather gear shall be in accordance with existing practice, or as otherwise agreed between the parties.

32. Clothes Drying Facility

- 32.1 A drying closet for artificially drying clothing shall be provided by the Department at all fire stations to which employees are attached.

33. Cleaning of Clothes

- 33.1 For the purposes of this clause:
- 33.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 33.1.2 "Duty wear" means duty wear trousers and duty wear shirt.
- 33.1.3 "Dress uniform" is limited to Dress Trousers, Galatea and Pullover.
- 33.2 Where any Personal Protective Equipment or Duty wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department. .

34. Safety Belts

- 34.1 Safety belts shall be fitted to all seats on all vehicles operated by the Department which employees are called upon to drive or to ride upon on a public road. Employees are required to wear safety belts at all times while driving or a passenger in a vehicle operated by the Department.

35. Disputes Avoidance Procedures

- 35.1 Subject to the provisions of the *Industrial Relations Act* 1996, and Clause 36.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 35.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 35.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 35.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 35.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

36. Organisational Change under Subclause 36.2

- 36.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 36.2. This clause applies to consultation and decisions regarding clauses 4 (Definitions), clause 8 (Hours of Work), clause 13 (Progression and Promotion Provisions), clause 19 (Examination and Assessment Leave) and clause 39 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 35.
- 36.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.
- 36.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 36.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 36.6. The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.

- 36.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 36.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 36.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 36.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 36.7 ceases to operate.
- 36.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

37. Acknowledgment of Applications and Reports

- 37.1 When an employee makes an application or a report in writing, to the proper officer, the employee shall be sent an acknowledgment of its receipt, noting the matter contained therein.
- 37.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month the reason for the delay shall be communicated in writing, to the employee.
- 37.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg, in Standing Orders or In Orders).

38. Procedures Regarding Reports and Charges

- 38.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least forty-eight hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.
- 38.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 38.3 If an employee so requests the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 38.4
- 38.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 38.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 38.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 38.4.4.
- 38.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report, in such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 38.4.5 Further to subclause 38.4.4, in such circumstances, the Department will notify the Union, in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.

- 38.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 38.5 Where the Department has, for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied, free of cost, to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefore, in writing, is made by the employee.
- 38.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 38.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

39. Drug and Alcohol Protocol

- 39.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award.
- 39.2 The Department may develop a new Protocol following consultation between the Department and the Union.

40. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 40.1 The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- 40.2 For the purposes of this clause:
- 40.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 40.2.2 "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.
- 40.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 40.3.1 a benefit or benefits selected from those approved by the DPE; and
- 40.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 40.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 40.5 The agreement shall be known as a Salary Packaging Agreement.
- 40.6 Except in accordance with subclause 40.7, 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 Commissioner at the time of signing the Salary Packaging Agreement.

- 40.7 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:
- 40.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - 40.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 40.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 40.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 40.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 40.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 40.9.2 *Superannuation Act 1916*;
 - 40.9.3 *State Authorities Superannuation Act 1987*; or
 - 40.9.4 *State Authorities Non-contributory Superannuation Act 1987*, the Department 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.
- 40.10 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 40.9 of this clause, the Department 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 Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 40.11 Where the employee makes an election to salary package:
- 40.11.1 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
 - 40.11.2 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 6, Rates of Pay and Allowances, or Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 40.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 40.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. 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.

41. Anti-Discrimination

- 41.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.
- 41.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 35 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 application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 41.3 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.
- 41.4 Nothing in this Clause is taken to affect:
- 41.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 41.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 41.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 41.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 41.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

42. Employees' Duties

- 42.1 An Employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:
- 42.1.1 the direction is reasonable, and
 - 42.1.2 the direction is not otherwise inconsistent with a provision of this Award.
- 42.2 Any direction issued by the Department pursuant to subclause 42.1 shall be consistent with:
- 42.2.1 the provision of a safe and health working environment,
 - 42.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.
- 42.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

43. Leave Reserved

- 43.1 Leave is reserved to the Union to make application during the life of this Award for increased employer superannuation contributions.
- 43.2 Leave is reserved to either party to make application during the life of this Award regarding the Annual Leave Conversion trial, and the rights of both parties are reserved regarding its continuation and/or variation and/or termination.

44. Area, Incidence and Duration

- 44.1 This Award rescinds and replaces the Crown Employees (NSW Fire Brigades Firefighting Staff) Award 2005 published 8 July 2005 (352 I.G. 270), and the Crown Employees (NSW Fire Brigades Firefighting Staff) Interim Award 2008 made 18 February 2008 in Matter No IRC 85 of 2008.
- 44.2 This Award shall apply to all employees as defined in Clause 4, Definitions, of this Award and shall take effect on and from 18 June 2008, and shall remain in force until 17 June 2011.

PART C**MONETARY RATES****Table 1.1 - Rates of Pay**

Effective from the beginning of the first full pay period to commence on or after 24 February 2008 (2. 5% Interim Increase)

Classification	Rate of Pay	Roster Allowance	Total Weekly Rate
Recruit Firefighter	899.69	0.00	899.69
Firefighter Level 1	999.67	43.74	1043.41
Firefighter Level 2	1055.22	46.17	1101.39
Firefighter Level 3	1110.75	48.60	1159.35
Qualified Firefighter	1110.75	48.60	1159.35
Senior Firefighter	1155.21	50.54	1205.75
Leading Firefighter	1244.06	54.43	1298.49
Station Officer Level 1	1332.85	58.31	1391.16
Station Officer Level 2	1388.48	60.75	1449.23
Inspector	1651.21	72.24	1723.45
Superintendent	\$112,871 per annum		
Chief Superintendent Level 1	\$116,808 per annum		
Chief Superintendent Level 2	\$121,951 per annum		

Table 1.2 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 29 August 2008 (4.6% Increase, which includes the interim 2. 5% paid above)

Classification	Rate of Pay \$	Roster Allowance \$	Total Weekly Rate \$
Recruit Firefighter	918.13	00.00	918.13
Firefighter Level 1	1020.15	44.63	1064.78
Firefighter Level 2	1076.84	47.11	1123.95
Qualified Firefighter	1133.51	49.59	1183.10
Senior Firefighter	1178.87	51.58	1230.45
Leading Firefighter	1269.55	55.54	1325.09
Station Officer Level 1	1360.16	59.51	1419.67
Station Officer Level 2	1416.92	61.99	1478.91
Inspector	1700.27	74.39	1774.66
Superintendent	\$115,183 per annum		
Chief Superintendent	\$124,450 per annum		

Table 1.3 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 18 June 2009 (4% Increase)

	Rate of Pay \$	Roster Allowance \$	Total Weekly Rate \$
Recruit Firefighter	954.86	00.00	954.86
Firefighter Level 1	1060.96	46.42	1107.38
Firefighter Level 2	1119.91	49.00	1168.91
Qualified Firefighter	1178.85	51.57	1230.42
Senior Firefighter	1226.02	53.64	1279.66
Leading Firefighter	1320.33	57.76	1378.09
Station Officer Level 1	1414.57	61.89	1476.46
Station Officer Level 2	1473.60	64.47	1538.07
Inspector	1768.28	77.36	1845.64
Superintendent	\$119,790 per annum		
Chief Superintendent	\$129,428 per annum		

Table 1.4 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 18 June 2010 (4% Increase)

	Rate of Pay \$	Roster Allowance \$	Total Weekly Rate \$
Recruit Firefighter	993.05	00.00	993.05
Firefighter Level 1	1103.40	48.27	1151.67
Firefighter Level 2	1164.71	50.96	1215.67
Qualified Firefighter	1226.00	53.64	1279.64
Senior Firefighter	1275.06	55.78	1330.84
Leading Firefighter	1373.14	60.07	1433.21
Station Officer Level 1	1471.15	64.36	1535.51
Station Officer Level 2	1532.54	67.05	1599.59
Inspector	1839.01	80.46	1919.47
Superintendent	\$124,582 per annum		
Chief Superintendent	\$134,605 per annum		

Table 2.1 - Rates of Pay

Effective from the beginning of the first full pay period to commence on or after 24 February 2008 (2.5% Interim Increase)

Classification	Rate \$
Operational Support Level 1	1315.44 per week
Operational Support Level 2	1555.00 per week
Operational Support Level 3	1890.14 per week
Operational Support Level 4	113,614 per annum
Operational Support Level 5	121,952 per annum

Table 2.2 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 29 August 2008 (4.6% Increase, which includes the interim 2.5% paid above)

Classification	Rate \$
Operational Support Level 1	1342.39 per week

Operational Support Level 2	1586.86 per week
Operational Support Level 3	1928.87 per week

Table 2.3 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 18 June 2009 (4% Increase)

Classification	Rate \$
Operational Support Level 1	1396.09 per week
Operational Support Level 2	1650.33 per week
Operational Support Level 3	2006.02 per week

Table 2.4 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after 18 June 2010 (4% Increase)

Classification	Rate \$
Operational Support Level 1	1451.93 per week
Operational Support Level 2	1716.34 per week
Operational Support Level 3	2086.26 per week

Table 2.5 - Rates of Pay

Effective from the beginning of the first pay period to commence on or after dates below

Classification	29/08/08	18/06/09	18/06/10
Operational Support Level 4	115,942	120,549	125,341

Table 3 - Allowances

The following allowances are effective from the beginning of the first pay period to commence on or after the date shown

Item	Clause	Description	Unit	Amount 24/02/08 \$	Amount 29/08/08 \$	Amount 18/06/09 \$	Amount 18/06/10 \$
1	6.6.1	Laundry expenses	per wk	29.37	29.97	31.17	32.42
2	6.6.2 9.7 12.7 12.15.4 12.16	Kilometre Allowance	per km	0.95	0.97	1.01	1.05
3	6.6.3	Major Aerial Allowance	per wk	44.34	45.25	47.06	48.94
4	6.6.4	Minor Aerial Allowance	per wk	16.63	16.97	17.65	18.36
5	6.6.5	BA/Hazmat Allowance	per wk	88.69	90.51	94.13	97.90
6	6.6.6	Hazmat Support Allowance	per wk	17.74	18.11	18.83	19.58
7	6.6.7	Communications Allowance,	per wk	137.89	140.72	146.35	152.20
8	6.6.8	Communications Allowance, Officers	per wk week	149.53	152.59	158.69	165.04
9	6.6.9	Communications Allowance, Senior Officers	per wk	174.27	177.90	185.02	192.42
10	6.6.10	Country Allowance	per wk	6.01	6.13	6.38	6.64
11	6.6.11	Remote Area Allowance	per wk	23.04	23.51	24.45	25.43
12	6.6.12	Rescue Allowance	per wk	38.54	39.33	40.90	42.54

13	6.6.13	Service Allowance - 5 years or more, but less than 10 years - 10 years or more, but less than 15 years - 15 years or more	per wk	3.57 7.14 10.71	3.64 7.28 10.92	3.79 7.58 11.37	3.94 7.88 11.82
14	6.6.14	Marine Allowance	per wk	44.34	45.25	47.06	48.94
15	10.2-10.4	Meal Allowance	per meal	23.60	23.60	23.60	23.60
16	10.2-10.4	Refreshment Allowance	per meal	11.80	11.80	11.80	11.80
17	12.6	Relieving Allowance	per rostered shift	25.50	26.02	27.06	28.14
18	25.2.8.4	Court Attendance Stand-By Rate - Periods of less than 24 hours - Periods of 24 hours		11.92 17.88	12.16 18.23	12.65 18.96	13.16 19.72
19	30.3.1	Accommodation Contribution	per wk	30.40	31.10	32.30	33.60

Note: The amounts specified per rostered shift in Table 3 are based on the 10/14 Roster and use an average of 12 hours per shift. In cases where employees work an 8 hour shift, the rates shall be correspondingly reduced by dividing the figures shown by 1.5.

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item No	Clause No.	Description	Unit	On and from 1 July 2008 \$	
1	16.5.2 25.2.3 26.6.4 29.6.5 & 29.8.1	Specified (Casual) Journey Rate (Dependent on Engine Capacity) 2601cc & over 1601 to 2600cc Under 1600cc	Per km	30.7 cents 28.5 cents 24.0 cents	
2	25.2.8.4	Stand By Rate - see Item 17 in Table 3			
3	26.1.3	Hourly Rate - Travelling Compensation	\$ per hour	35.42	
4	26.3.1.1	Breakfast	Per meal	## 21.10	^^ 18.85
5	26.3.1.2	Lunch	Per meal	## 23.65	^^ 21.55
6	26.3.1.3	Dinner	Per meal	## 40.65	^^ 37.15
7	26.4.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres	Per day	\$284.30 Sydney \$246.30 Adelaide \$299.30 Brisbane \$234.30 Canberra \$260.30 Darwin \$218.30 Hobart \$263.30 Melbourne \$249.30 Perth \$209.30 Maitland \$217.80 Newcastle \$216.30 Port Macquarie	

		- Tier 2 Country Centres		\$199.45 Bathurst \$199.45 Broken Hill \$199.45 Dubbo \$199.45 Orange \$199.45 Wagga Wagga \$199.45 Wollongong
		- Other Country Centres		\$182.45
8	26.4.2	Actual Necessary Expenses - all locations	Per day	\$15.90
9	26.4.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate
10	26.5	Government Accommodation - Incidental Expenses - all locations	Per day	\$15.90

Table 4 - Travelling / Transferred Employees Compensation Allowances

Item No	Clause No.	Description	Unit	01/07/08 Rate \$
11	26.6.5.4 & 29.8.4	Official Business Rate (Dependant on Engine Capacity) Over 2601cc 1601 to 2600cc under 1600cc	Cents per km	86.2 80.3 57.5
12	29.5.1 - 29.5.3	Temporary Accommodation	\$ per week (up to a maximum of)	254.00
13	29.5.2	Board & Lodging expenses to be covered by Employee	\$ per week	51.00
14	29.5.4.1	Laundry Allowance - Employee only rate	\$ per week	4.50
15	29.5.4.2.	Laundry Allowance - Employee and Dependants rate	\$ per week (actual expenses to maximum)	13.00
16	29.6.2	Cost of Insurance of Furniture and Effects in transit and in Storage	\$ (up to a maximum of)	38,000
17	29.6.3.2	Accelerated depreciation of personal/household effects in transit	\$ (up to a maximum of)	1,126
18	29.6.3.2	Value of furnishings and fittings	\$ (up to a maximum of)	7,037
19	29.9.2	Board & Lodging to be covered by parent/guardian	\$ per week	27.00
20	29.9.2	Board & Lodging cost for Dependent staying in initial location due to Year 12 subjects	\$ per week	56.00
21	29.10.6 & 29.11.3.2	Relocation - City to Country for sale of property	\$ (up to a maximum of)	520,000

Legend:

Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

Table 5 - Temporary Accommodation Contribution Allowances

Clause No	Salary of Officer and Spouse Rate of Pay	Per Week	Each Dependent Child 6 years of age and over (Max. contribution \$54 per week) Per Week
29.5.1	\$453.62 and over	\$164	\$11

M. J. WALTON *J. Vice-President.*
T. M. KAVANAGH *J.*
J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW FIRE BRIGADES RETAINED FIREFIGHTING STAFF) INTERIM AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 231 of 2008)

Before The Honourable Justice Kavanagh

10 April 2008

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Rates of Pay and Allowances
3.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
4.	Dispute Settlement Procedure
5.	Anti-Discrimination
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

2. Rates of Pay and Allowances

- (i) The rates of pay under this Award are payable to employees employed in one of the classifications covered by the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.
- (ii) The rates of pay are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The rates of pay prescribed in Part B of this Award reflect the rates of pay effective from the beginning of the first full pay period to commence on or after 1 April 2008, including a 2.5% increase to rates of pay contained in the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.
- (iv) The following allowances in the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005 are subject to adjustment in line with the rates of pay increases in subclause (iii) of this clause:

Kilometre Allowance

Standby Rate

Royal Easter Show

3. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to permanent full-time employees.
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 2, Rates of Pay and Allowances, 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.
- (iii) By mutual agreement with the Commissioner, 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 DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii) of this Clause, 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 Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) 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 Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the Department 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.

- (x) 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 (Ix) of This Clause, the Department 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 Department May be in Excess of Superannuation Guarantee Requirements After the Salary Packaging is Implemented.
- (xi) 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 2, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Union. 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.

4. Disputes Settlement Procedures

- (i) Subject to the provisions of the *Industrial Relations Act* 1996, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- (ii) Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (iii) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (iv) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- (v) Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.

- (vi) No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- (vii) Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

5. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in 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 Disputes Avoidance Procedures prescribed by Clause 4 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 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 taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This Clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this Clause.

6. Area, Incidence and Duration

- (i) This Award shall operate in conjunction with, and apply to employees employed in the classifications covered by, the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005. Except as otherwise provided in this Award, employees shall be entitled to and observe the conditions of employment provided in the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.
- (ii) This Award shall take effect on and from the beginning of the first full pay period to commence on or after 1 April 2008 and shall remain in force until 1 October 2008.

PART B

The rates of pay and relevant allowances under this Award are payable to employees employed in the classifications covered by the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005. The tables and clauses referred to in Part B of this Award correspond to the tables and clauses in the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.

MONETARY RATES**Table 1 - Rates of Pay**

Clause No.	Description	Code	On & From 1 April 2008 \$
6.3	Monthly Retainer Captain A	A	210.70
6.3	Monthly Retainer Captain B Deputy Captain A	B	190.10
6.3	Monthly Retainer Deputy Captain B	C	142.90
6.3	Monthly Retainer Firefighter A	D	108.50
6.3	Monthly Retainer Firefighter B	E	81.20
6.3	Monthly Retainer Firefighter C	F	54.30
6.3	1st Hour Captain	G	28.83
6.3	1st Hour Deputy Captain Firefighter Levels A,B,C	H	24.98
6.3	Each Subsequent half hour or part Captain	I	14.42
6.3	Each Subsequent half hour or part Deputy Captain Firefighter Levels A,B,C	J	12.49
9.1.1, 9.2.1, 9.3.1 & 9.4.1	Kilometre Allowance	K	0.95
6.8	Stand By Rate per hour	L	55.53
6.8.1.1	Royal Easter Show Captain per hour	O	44.36
6.8.1.2	Royal Easter Show Deputy Captain Firefighter Levels A,B,C per hour	P	38.43

T. M. KAVANAGH J

CROWN EMPLOYEES (NSW FIRE BRIGADES RETAINED FIREFIGHTING STAFF) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 85, 231, 722, 723 of 2008)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Kavanagh
Mr Deputy President Grayson

19 September 2008

AWARD

PART A

1. Introduction

- 1.1 This Award shall be known as the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2008.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Basic Wage
4.	Definitions
5.	Intentions and Commitments
6.	Rates of Pay and Allowances
7.	Higher Duties
8.	Meals and Refreshments
9.	Use of Personal Transport
10.	Annual Leave
11.	Compassionate Leave
12.	Long Service Leave
13.	Military Leave
14.	Parental Leave
15.	Personal/Carer's Leave
16.	Sick Leave
17.	Special Leave for Union Activities
18.	Court Attendance Entitlements
19.	Training Course Attendance Entitlements
20.	Travelling Compensation
21.	Transfers
22.	Procedures Regarding Reports and Charges
23.	Acknowledgment of Applications and Reports
24.	Training and Staff Development
25.	Protective Clothing and Uniforms
26.	Disputes Avoidance Procedures
27.	Organisational Change under clause 27.2

28. Attendance Requirements at Incidents and Drills
29. Attendance at Major Emergencies
30. Drug and Alcohol Protocol
31. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
32. Employees' Duties
33. Anti-Discrimination
34. Area, Incidence and Duration
35. Leave Reserved

PART B

MONETARY RATES

Table 1 - Payment Entitlement Codes

Table 2 - Travelling Compensation Allowances

Table 3 - Authorised Duties

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of pay, is made by reference and in relation to a basic wage for adults of \$121.40 per week.
- 3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.
- 3.3 A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

4. Definitions

"Brigade" for the purposes of this Award means any individual brigade of the NSW Fire Brigades constituted under the *Fire Brigades Act 1989*.

"Commissioner" means Commissioner of the Department holding office as such under the *Public Sector Employment and Management Act 2002*.

"Department" means NSW Fire Brigades established by the *Fire Brigades Act 1989* and as a Department under Schedule 1 of the *Public Sector Employment and Management Act 2002*.

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

"Employee" means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the *Fire Brigades Act 1989*.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Pittwater, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by the NSW Fire Brigades.

"Retainer" means the relevant amount set out at Entitlement Codes A, B, C, D, E or F paid per fortnight to employees in accordance with their classification, less the fortnightly equivalent of any contribution required pursuant to the Crown Employees (NSW Fire Brigades Firefighting Staff Death and Disability) Award 2006.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"Substantial Meal" means a meal similar in standard to that provided by domestic airlines to inflight passengers travelling interstate economy class.

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

5. Intentions and Commitments

- 5.1 The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.
- 5.2 The specific commitment in relation to this Award is for the parties to jointly investigate the underlying causes of, and possible solutions for, retained availability shortages.

6. Rates of Pay and Allowances

- 6.1 Rates of pay and retainers shall be paid in accordance with the Entitlement Codes for an employee's classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Table 1 - Payment Entitlement Codes, of Part B, Monetary Rates.
- 6.2 The retainers include a loading in compensation for:
- 6.2.1 Annual leave loading.
- 6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Gosford, Wyong and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.
- 6.2.3 Rescue, Cordage, Hazmat & Unit Trainer capabilities and CBT qualifications required to be held under subclause 6.3.
- 6.3 Rates of Pay and Classifications
- 6.3.1 Entitlement Codes

Classification	Type of Payment and Entitlement Code		
	Retainer per month	Rate of Pay 1st Hour	Each subsequent half-hour or part thereof
Captain A	A	G	I
Captain B	B	G	I
Deputy Captain A	B	H	J
Deputy Captain B	C	H	J
Firefighter A	D	H	J
Firefighter B	E	H	J
Firefighter C	F	H	J

- 6.3.2 All employees shall commence employment in the classification of Retained Firefighter and shall be paid the Level C retainer rate.
- 6.3.3 Progression of Retained Firefighters from Level C retainer payment to Level B retainer payment shall be subject to the satisfactory completion of:
- 6.3.3.1 12 months service from the date of commencement of employment as a retained firefighter; and

- 6.3.3.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.4 Progression of Retained Firefighters from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
 - 6.3.4.1 24 months service from the date of commencement of employment as a retained firefighter; and
 - 6.3.4.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.5 Progression from Retained Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of competitive merit selection. Selection Committees shall be constituted in accordance with the Recruitment and Employment Guidelines and Procedures of the NSW. Public Service.
- 6.3.6 Progression of Deputy Captains from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
 - 6.3.6.1 12 months service from the date of appointment as Deputy Captain; and
 - 6.3.6.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.7 Progression of Captains from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
 - 6.3.7.1 12 months service from the date of appointment as Captain; and
 - 6.3.7.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.4 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items G and I when delivering training at normal station drills, for the duration of the drill.
- 6.5 Calculation of Payment for Duties Performed
 - 6.5.1 Employees shall be paid, subject to the provisions of subclause 6.5.2, for the total period of time spent performing duties, which shall be calculated as follows:
 - 6.5.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
 - 6.5.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 29.5.
 - 6.5.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
 - 6.5.1.4 Royal Easter Show - periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 6.8.
 - 6.5.1.5 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.

6.5.2 The minimum periods of payment shall be as follows:

- 6.5.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
- 6.5.2.2 Regular drills - a minimum payment of two hours.
- 6.5.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
- 6.5.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
- 6.5.2.5 Standing By - where an employee performs stand by duties in accordance with subclause 6.7, such employee shall receive a minimum payment of one hour. All subsequent time thereafter shall be paid to the minute.
- 6.5.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.

6.6 Attendance at Authorised Meetings and Other Duties

- 6.6.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification for the time spent in attendance. Such authorised duties include, but are not limited to, those duties that are set out in Table 3 - Authorised Duties, of Part B, Monetary Rates.
- 6.6.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.6.1 which are not referred to in the said Table 3 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.

6.7 Standing By for Non-Available Staff

- 6.7.1 Where an employee is required to stand by with a brigade to fill a vacancy created through the non-availability of firefighting staff, retained or permanent, such employee shall be paid at the rate prescribed at Entitlement Code L of Table 1 of Part B of this Award for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station. Provided that employees who perform stand by duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the stand by.
- 6.7.2 Employees who stand by at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the stand-by. All such time shall be paid to the minute.
- 6.7.3 Where it is necessary for an employee to use the employee's private vehicle to perform stand by duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "K" of Table 1 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the stand-by.

6.8 Attendance at the Royal Easter Show

6.8.1 The following hourly rates shall be paid to employees working at the Royal Easter Show:

- 6.8.1.1 For Captain the rate prescribed at Entitlement Code O of Table 1 of Part B of this Award.

- 6.8.1.2 For Deputy Captain, and Firefighter Levels A, B & C the rate prescribed at Entitlement Code P of Table 1 of Part B of this Award.
- 6.8.2 The rates prescribed in 6.8.1 above are all incidence of employment rates and, standing anything else prescribed in this Award, employees receiving such rates shall:
- 6.8.2.1 only be entitled to be paid for the hours actually worked at the Royal Easter Show. Provided that, if an employee cannot attend for duty due to illness or incapacity and provides a medical certificate pursuant to subclause 16.3 then the employee shall be entitled to be paid for the hours that would have otherwise been worked.
- 6.8.2.2 not be entitled to any payment or compensation for travelling time or travelling costs in connection with attendance at the Royal Easter Show;
- 6.8.2.3 not be entitled to any payment or compensation with respect to either meals (except as provided for 6.8.4) and/or accommodation in connection with attendance at the Royal Easter Show;
- 6.8.2.4 not be entitled to the payment of overtime or downtime in connection with attendance at the Royal Easter Show.
- 6.8.3 All payments made under this subclause shall count for the purpose of any paid leave.
- 6.8.4 In the event that the employees attend an incident while working at the Royal Easter Show such employees shall be entitled to the provisions of Clause 8 - Meals and Refreshments.
- 6.8.5 Attendance at the Royal Easter Show shall be treated as a period of authorised absence for the purposes of subclause 28.2.
- 6.9 Overtime
- 6.9.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 29, Attendance at Major Emergencies, subclause 6.7, Standing By for Non-Available Staff or subclause 6.8, Attendance at the Royal Easter Show.
- 6.9.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.5.2.1.
- 6.10 Overpayments
- 6.10.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly remuneration.
- 6.10.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.10.3 The recovery rate of 10% of an employee's gross fortnightly remuneration referred to in subclause 6.10.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
- 6.10.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause 6.10.1, the

Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

6.11 Payment of Monies

6.11.1 Employees shall be paid fortnightly.

6.11.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.

6.12 Payroll Deductions

6.12.1 Except as provided for in subclause 6.12.2, all salary deductions shall be made in accordance with Treasury Guidelines.

6.12.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions.

6.13 Method of Calculation of any Future Adjustment

6.13.1 In the event of any future adjustment which is to be applied to the rates for Retainers, or Rates of Pay, then subject to subclause 6.13.2, the formulae in the following table shall be applied:

Type of Payment	Method of Calculation of Future Adjustment
Retainer	Add increase then round off to the nearest ten cents
Rate of Pay - 1st Hour	Multiply by 38, add the increase, round off to the nearest 10 cents, then divide by 38 and round off to the nearest cent
Each subsequent Half-hour or part thereof	Divide the "1st hour" rate by 2 and round off to the nearest cent.

6.13.2 The formulae prescribed in subclause 6.13.1 are not applicable in cases where a future adjustment is a flat dollar amount per week. In the event of such a flat increase occurring, any adjustments are to be made in accordance with the provisions prescribed for the application of that increase.

7. Higher Duties

7.1 Except in the case of a Deputy Captain performing Higher Duties as a Captain, the provisions and procedures of this clause shall apply when an employee acts up and performs Higher Duties. Provided that when a Deputy Captain performs Higher Duties as a Captain, the Deputy Captain shall be paid for such duties in terms of subclause 7.3.

7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.

7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual rate of pay and the minimum rate of pay for the classification in which the Higher Duties are performed. Provided that the difference between the employee's retainer and the retainer for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more.

7.4 In selecting employees to perform Higher Duties the following procedures shall apply:

7.4.1 Where the period of relief is to be less than one month, a merit based selection process need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.

- 7.4.2 Where the period of relief is to be more than one month and the need for the relief is known in advance, expressions of interest shall be called for and selection made on the basis of merit.
- 7.4.3 Where the need for the relief is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.4.1. However, immediately following that initial appointment expressions of interest are to be called for and selection made on the basis of merit.
- 7.4.4 For the purposes of this clause, merit shall be determined consistent with the principles and processes underlying merit based selection in the NSW Public Service.
- 7.5 Attendance at an Incident
- 7.5.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.
- 7.5.2 Except as provided for in 7.5.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where the Captain of that Brigade does not attend the incident. In such cases, only one employee shall be entitled to a Higher Duties payment in terms of this clause and that employee shall be the employee who was in charge of the incident for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain does not attend the incident.
- 7.5.3 For the purposes of 7.5.2, the term "Captain" shall also mean "Acting Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain in terms of this clause.

8. Meals and Refreshments

- 8.1 Attendance at an Incident
- 8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.
- 8.1.2 Where an employee attends an incident which extends for two hours or more:
- 8.1.2.1 In the GSA, Newcastle, Broken Hill, Wollongong, Gosford and Wyong Fire Districts, refreshments shall be provided no later than two hours after the start of the incident.
- 8.1.2.2 In all other Fire Districts, refreshments shall be provided as soon as possible after two hours but no later than three hours after the start of the incident.
- 8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a substantial meal. After every subsequent four hours of attendance at such an incident, a further substantial meal shall be provided.
- 8.2 Payment in Lieu of the Provision of Refreshments/Meals
- 8.2.1 Where refreshments are not provided in terms of subclause 8.1.2, the Refreshment Allowance set at Entitlement Code "N" of Table 1 of Part B, shall be paid.
- 8.2.2 Where meals are not provided in terms of subclause 8.1.3, the Meal Allowance set at Entitlement Code "M" of Table 1 of Part B, shall be paid.

8.3 Method of Payment of Allowances in Lieu of Refreshments/Meals

8.3.1 The payments referred to in this clause shall, subject to 8.3.1.1, be made prior to or at the cessation of duty.

8.3.1.1 In cases where the Officer-in-Charge is not, or due to circumstances beyond his or her control does not have sufficient funds available to make payment, the employee shall be paid at the earliest practicable opportunity after the cessation of duty.

8.4 Calculation of Future Adjustments to Refreshments/Meal Allowances

8.4.1 The allowances referred to in this clause shall be calculated as follows:

8.4.1.1 The Meal Allowance at Entitlement Code "M" of Table 1 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.

8.4.1.2 The Refreshment Allowance at Entitlement Code "N" of Table 1 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "M" of Table 1 of Part B.

8.4.1.3 The amounts specified in subclauses 8.4.1.1 and 8.4.1.2 shall be re-calculated and shall take effect from the same date, as any adjustments made to the overtime meal allowances for breakfast, lunch and dinner allowances in the Crown Employees (Public Service Conditions of Employment) Award 2002.

9. Use of Personal Transport

9.1 Attendance at an incident

9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "K" of Table 1 of Part B, per kilometre, as follows:

9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, whichever is the lesser; and

9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.6, the employee shall be paid the rate prescribed at Entitlement Code "K" of Table 1 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "K" of Table 1 of Part B. Provided further that, for the purposes of this subclause:

9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.

- 9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.
- 9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.

9.2.2 The provisions of this clause shall not apply where transport is provided by the Department.

9.2.3 Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "K" of Table 1 of Part B, shall be entitled to claim travelling time and/or travelling expenses in accordance with clause 19, Travelling Compensation.

10. Annual Leave

- 10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall be taken in multiple periods of not less than 3 consecutive days.
- 10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.
- 10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.
- 10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.
- 10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.
- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

11. Compassionate Leave

- 11.1 An employee, other than a casual employee, shall be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 11.3 of this clause.
- 11.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 11.3 Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 15.1.3.2 of clause 15, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 11.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.

- 11.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 15.2 and 15.3 of clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

12. Long Service Leave

- 12.1 Subject also to the provisions of subclause 12.9, an employee shall be entitled to long service leave calculated on the following bases:
- 12.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 12.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 12.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 12.3 In the case of an employee who has completed at least ten years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 12.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least twenty (20) days notice in writing of the intention to take such leave.
- 12.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
- 12.7 The term "remuneration" referred to in subclause 12.6 shall include all payments made to the employee by the Department, excluding payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).
- 12.8 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 12.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 12.9.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 12.9.2 employees may apply to take a period of Long Service leave at double pay provided that:

- 12.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
 - 12.9.2.2 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.
 - 12.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
 - 12.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
 - 12.9.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.
- 12.9.3 where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
- 12.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

13. Military Leave

- 13.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.
- 13.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:
 - 13.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
 - 13.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
 - 13.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
- 13.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 13.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.
- 13.4 Periods of approved Military Leave shall be regarded as Special Leave without Pay.

14. Parental Leave

- 14.1 Definition of Parental Leave
 - 14.1.1 For the purposes of this clause, Parental Leave is Maternity Leave, Paternity Leave or Adoption Leave.

14.1.2 Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.

14.1.3 Paternity Leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either Maternity Leave or Adoption Leave, but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

14.1.4 Adoption Leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of five years (other than a child who has previously lived continuously with the employee for a period of at least six months or who is a child or step-child of the employee or of the employee's spouse).

14.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

14.2 Entitlement to Parental Leave

14.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

14.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 14.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.

14.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:

14.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.

14.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

14.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 14.2.2 & 14.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

14.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

14.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 14.3.1, from the time of placement of the child.

14.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

14.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.

14.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.

14.2.5.3 The employee is to be the primary care giver of the child.

- 14.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.
- 14.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 14.2.4 & 14.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.
- 14.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of:
- 14.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short paternity leave) an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service
- 14.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 14.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.
- 14.2.7 Except as provided for in subclause 14.2.3 and 14.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.
- 14.3 Length of Service for Eligibility
- 14.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Paternity or Adoption Leave only if the employee has had at least forty weeks' continuous service.
- 14.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.
- 14.3.3 Continuous service is service under one or more unbroken contracts of employment, including:
- 14.3.3.1 Any period of authorised leave or absence.
- 14.3.3.2 Any period of part-time work.
- 14.3.3.3 Full or part-time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the Transferred Officers Extended Leave Act 1961, and in Appendices A and B contained in the Personnel Handbook published by the DPE.
- 14.4 Notices and Documents required to be given to the Commissioner
- 14.4.1 Maternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Maternity Leave are as follows:
- 14.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.

- 14.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.
- 14.4.2 Paternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Paternity Leave are as follows:
- 14.4.2.1 In the case of extended Paternity Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.
- 14.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.
- 14.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- 14.4.2.4.1 Any period of Maternity Leave sought or taken by his spouse.
- 14.4.2.4.2 That he is seeking that period of extended Paternity Leave to become the primary care-giver of the child.
- 14.4.3 Adoption Leave - The notices and documents to be given to the Commissioner for the purposes of taking Adoption Leave are as follows:
- 14.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).
- 14.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.
- 14.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- 14.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:
- 14.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.
- 14.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.
- 14.4.4 An employee does not fail to comply with this clause if the failure was caused by:
- 14.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.
- 14.4.4.2 The child being placed for adoption before the expected date of placement.
- 14.4.4.3 Other compelling circumstances.

14.4.5 In the case of the birth of a living child, notice of the period of leave is to be given within two weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two weeks after the placement of the child.

14.4.6 An employee must notify the Commissioner of any change in the information provided under this clause within two weeks after the change.

14.4.7 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

14.5 Continuity of Service

Parental leave does not break an employee's continuity of service, but subject to subclauses 14.5.1, 14.5.2 and 14.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.

14.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

14.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

14.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.

14.6 Simultaneous taking of Parental Leave

Subject to subclause 14.20.1.1, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

14.6.1 For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

14.6.2 For adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

14.7 Cancellation of Parental Leave

14.7.1 Before starting leave - Parental leave applied for but not commenced is automatically cancelled if:

14.7.1.1 The employee withdraws the application for leave by written notice to the Commissioner.

14.7.1.2 The pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

14.7.2 After starting leave -

If:

14.7.2.1 The pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:

14.7.2.1.1 If a child is still-born the female employee may elect to take available Sick Leave or Maternity Leave.

14.7.2.1.2 In the event of a miscarriage any absence from work is to be covered by the current Sick Leave provisions.

14.7.2.2 The child in respect of whom an employee is then on Parental Leave dies, or

14.7.2.3 The placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by the Commissioner within two weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

14.7.3 The provisions of subclause 14.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

14.8 Parental Leave and other Leave

14.8.1 An employee may take any annual leave or long service leave to which the employee is entitled instead of, or in conjunction with parental leave.

14.8.2 However, the total period of leave cannot be so extended beyond the maximum period of Parental Leave authorised by this clause.

14.8.3 The maximum period of Parental Leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on Maternity Leave.

14.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on Parental Leave, except if the paid absence is:

14.8.4.1 Annual Leave or Long Service Leave.

14.8.4.2 In the case of Maternity Leave - Sick Leave.

14.9 Employee and Commissioner may agree to interruption of Parental Leave by return to work -

14.9.1 An employee on Parental Leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

14.9.1.1 A female employee who gives birth to a living child shall not resume duty until six weeks after the birth of the child, unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner.

14.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

14.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

14.10 Extension of period of Parental Leave

- 14.10.1 An employee may extend the period of parental leave once only, by giving the Commissioner notice in writing of the extended period at least fourteen days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.
- 14.10.2 Subject to the provisions of subclause 14.20, an employee may extend the period of parental leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.
- 14.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.

14.11 Shortening of period of Parental Leave

- 14.11.1 An employee may shorten the period of Parental Leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen days before the leave is to come to an end.

14.12 Return to work after Parental Leave

- 14.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:
- 14.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.
- 14.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.
- 14.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.
- 14.12.3 The provisions of subclause 14.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

14.13 Payment

- 14.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:
- 14.13.1.1 In advance in a lump sum.
- 14.13.1.2 On a normal fortnightly basis.
- 14.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:

14.13.2.1 In advance in a lump sum.

14.13.2.2 On a normal fortnightly basis.

14.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

14.14 Commissioner's Obligations

14.14.1 Information to Employees - On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:

14.14.1.1 The employee's entitlements to Parental Leave under this clause.

14.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.

14.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.

14.15 Termination of Employment because of Pregnancy etc

14.15.1 The Commissioner must not terminate the employment of an employee because:

14.15.1.1 The employee is pregnant or has applied to adopt a child.

14.15.1.2 The employee has given birth to a child or has adopted a child.

14.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.

14.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.

14.15.3 This clause does not affect any other rights of a dismissed employee.

14.16 Replacement Employees

14.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).

14.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.

- 14.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

14.17 Transfer to a Safe Job

- 14.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the Occupational Health and Safety Act 2000.

- 14.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:

- 14.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.

14.17.2.2

- 14.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.

- 14.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.

- 14.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's Occupational Health Physician.

- 14.17.2.4 Duties other than fire fighting may be undertaken after six weeks following the birth of the child, if endorsed by the Occupational Health Physician.

14.17.2.5

- 14.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.

- 14.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

- 14.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

- 14.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee Maternity Leave under this clause (or any available paid Sick Leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

14.18 Special Maternity Leave and Sick Leave

- 14.18.1 If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

- 14.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.
- 14.18.1.2 The employee is entitled to such paid sick leave (either instead of or in addition to special Maternity Leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

14.19 Special Adoption Leave

- 14.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

14.20 Right to request

- 14.20.1 An employee entitled to parental leave may request the employer to allow the employee:
 - 14.20.1.1 to extend the period of simultaneous parental leave up to a maximum of eight weeks;
 - 14.20.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.

- 14.20.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business.

- 14.20.3 Employee's request and the employer's decision to be in writing:

The employee's request and the employer's decision made under 14.20.1 and 14.20.2 must be recorded in writing.

14.21 Communication during parental leave

- 14.21.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - 14.21.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 14.21.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 14.21.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken and whether the employee intends to return to work.
- 14.21.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 14.21.1.

15. Personal/Carer's Leave

15.1 Use of Sick Leave

15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 15.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

15.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

15.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:

15.1.3.1 The employee being responsible for the care of the person concerned.

15.1.3.2 The person concerned being:

15.1.3.2.1 A spouse of the employee.

15.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person.

15.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.

15.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.

15.1.3.2.5 A relative of the employee who is a member of the same household where, for the purposes of this subclause:

15.1.3.2.5.1 "Relative" means a person related by blood, marriage or affinity.

15.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.

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

15.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.

15.2 Unpaid Leave for Family Purpose

15.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 15.1.3.2, who is ill.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

16. Sick Leave

16.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.

16.2 Such employee shall, as soon as practicable, inform their immediate supervisor of such inability to attend for duty and as far as possible, shall state the estimated duration of their absence.

16.3 Such employee shall forward to the Officer-in-Charge of the station to which the employee is attached, a medical certificate or such other documentation as the Department determines to be sufficient stating the nature of the illness or incapacity. Before being entitled to resume duty, the employee must furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.

16.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.

16.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, or a medical officer nominated by the Department, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty. An employee who is required to attend the Department's medical officer or nominated medical officer shall be reimbursed any out of pocket expenses reasonably and necessarily incurred. The Department shall meet the cost of any such consultation.

16.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:

16.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.

16.6.2 Sick Leave beyond that provided for in subclause 16.6.1 shall be Sick Leave without pay.

16.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).

16.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.10.

17. Special Leave for Union Activities

17.1 Attendance at Union Conferences/Meetings

17.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:

- 17.1.1.1 Annual or bi-annual conferences of the Union.
 - 17.1.1.2 Annual conferences of the United Firefighters Union of Australia; and
 - 17.1.1.3 Meetings of the Union's Executive/Committee of Management.
 - 17.1.1.4 Annual conference of Unions NSW.
 - 17.1.1.5 Bi-annual conference of the Australian Council of Trade Unions.
- 17.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 17.1.2.1 Establishing accreditation as a delegate with the Union.
 - 17.1.2.2 Providing sufficient notice of absence to the Department.
 - 17.1.2.3 Lodging a formal application for special leave.
- 17.1.3 Such leave is also subject to the Union:
- 17.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.
 - 17.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.
 - 17.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.
- 17.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
- 17.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
 - 17.1.4.2 Grant special leave (with pay).
 - 17.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- 17.1.5 Period of Notice -
- 17.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.
 - 17.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.
- 17.1.6 Travel Time -
- 17.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

17.1.7 Payment

- 17.1.7.1 An employee entitled to Special Leave in terms of this clause shall, for the period of such Special Leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.

17.1.8 Special Leave in terms of this clause shall count as service for all purposes.

17.1.9 Availability of Special Leave -

- 17.1.9.1 Special Leave shall not be available to employees whilst they are on any period of other leave.

17.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).

17.2.1 Except where inconsistent with the provisions of subclause 17.2, the provisions of subclause 17.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.

17.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.

17.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

17.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.

17.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 17.2.2., special leave may include travelling time necessarily required to attend courses or seminars.

17.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

18. Court Attendance Entitlements

18.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:

18.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.

18.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.

18.1.3 Witness in a private capacity.

18.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.

18.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.

- 18.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.
- 18.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 18.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.
- 18.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 19, Travelling Compensation.
- 18.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be recredited with a full days leave, for each day or part thereof.
- 18.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be recredited and the entitlements provided for in subclauses 18.2.2, 18.2.3 and 18.2.4 shall apply.

18.3 Where an Employee Attends Court

- 18.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):
- 18.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.
- 18.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

19. Training Course Attendance Entitlements

- 19.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.
- 19.2 Accommodation
- 19.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
- 19.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 20, Travelling Compensation, shall be paid.
- 19.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 19.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such

applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.

19.3 Meals

19.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.

19.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 20, Travelling Compensation.

19.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 20, Travelling Compensation.

19.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 19.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.

19.4 Incidentals

19.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 20, Travelling Compensation.

19.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 19.2.2, is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

19.5 Travelling Time

19.5.1 Compensation shall be in accordance with Clause 20, Travelling Compensation.

20. Travelling Compensation

20.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

20.1.1 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

20.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

20.1.3 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

20.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

20.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "K" of Table 1 of Part B, such employee shall not be entitled to claim compensation for travelling time.

20.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one

day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

20.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 2 of Part B.

20.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 2 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

20.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 2 of Part B.

20.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

20.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

20.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 2 of Part B.

20.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 2 of Part B. The necessary expenses do not include morning and afternoon tea.

20.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 2 of Part B provided the allowance paid to an employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:

20.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.

20.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.

20.3.4 The capital city rate shall apply to Sydney in respect of the Sydney telephone district only as defined by Telstra Corporation Ltd.

20.3.5

20.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.

20.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.

20.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 7 of Table 2, of Part B as appropriate. Such expenses are limited to costs in relation to

food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.

20.5 Additional Provisions

20.5.1 Unless specifically provided for in Clause 19, Training Course Attendance Entitlements or Clause 18, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.

20.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

20.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.

20.5.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.

20.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:

20.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.

20.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "K" of Table 1 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "K" of Table 1 of Part B, shall not be entitled to the provisions of subclause 20.1, Travelling Time.

20.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.

20.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.

20.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.

20.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:

20.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.

20.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.

- 20.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 20.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 20.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 20.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.
- 20.6.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 20.7 The amounts set at Items 1 to 7 in Table 2 of Part B, shall be adjusted in line with the allowances prescribed in the Crown Employees (Public Service Conditions of Employment 2002) Award, in the same amounts and from the same dates.

21. Transfers

- 21.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.
- 21.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises.
- 21.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.
- 21.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.

22. Procedures Regarding Reports and Charges

- 22.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.
- 22.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 22.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.

22.4

- 22.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 22.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 22.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 22.4.4.
- 22.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report. In such cases, the Senior Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 22.4.5 Further to subclause 22.4.4, in such circumstances, the Department will notify the Union in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 22.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 22.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.
- 22.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 22.7 For the purposes of this clause "Senior Officer" means the employee's Senior Officer or an Officer of a higher rank.

23. Acknowledgment of Applications and Reports

- 23.1 When an employee makes an application or a report in writing to the proper officer, the employee shall be sent an acknowledgment of its receipt, noting the matter contained therein.
- 23.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month, the reason for the delay shall be communicated in writing to the employee.
- 23.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg. in Standing Orders or In Orders).

24. Training and Staff Development

- 24.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 24.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.

- 24.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 24.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.
- Training Review Committee (TRC)
- 24.5 The TRC shall provide advice to the Commissioner on an effective and equitable system of training in the NSW Fire Brigades using the principles of Competency Based Training.
- 24.6 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.
- 24.7 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 24.8 The role of the TRC will include (but not be limited to):
- 24.8.1 advising the Commissioner on the further development of training throughout the NSW Fire Brigades;
- 24.8.2 overseeing the implementation of a Competency Based Training regime throughout the NSW Fire Brigades;
- 24.8.3 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.
- 24.9 Procedure
- 24.9.1 The TRC will meet at least once every four weeks.
- 24.9.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
- 24.9.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.
- 24.9.4 The Commissioner is not bound to accept the advice of the TRC and may act independently of the TRC to implement changes to training within the NSW Fire Brigades provided that notice of any such decision to implement change is notified in accordance with clause 27.6, in which case clauses 27.7 to 27.9 inclusive shall apply.

25. Protective Clothing and Uniforms

- 25.1 For the purpose of this Clause:
- 25.1.1 "Personal Protective Equipment" means external clothing designed for personal protection at an incident.
- 25.1.2 "Duty Wear" means duty wear trousers and duty wear shirt.
- 25.1.3 "Dress Uniform" is limited to Dress Trousers, Galatea and Pullover.
- 25.2 The Department shall supply to all employees two sets of appropriate Personal Protective Equipment and Duty Wear which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.

- 25.3 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 25.4 The provision of wet weather gear shall be in accordance with existing practice.
- 25.5 Where any Personal Protective Equipment or Duty Wear is supplied by the Department and is required to be worn by its employees, and such Personal Protective Equipment or Duty Wear becomes soiled or damaged in the execution of duty as to require cleaning or repairs, such cleaning or repairs shall be done at the expense of the Department. Provided that the above Dress Uniform items shall also be cleaned or repaired at the expense of the Department.
- 25.6 When an employee retires, resigns or is terminated, the Personal Protective Equipment issued to that employee shall be returned to the station to which the employee was attached. As much of that returned Personal Protective Equipment shall be retained at the station as is necessary to maintain a reasonable supply of spare Personal Protective Equipment.

26. Disputes Avoidance Procedures

- 26.1 Subject to the provisions of the Industrial Relations Act 1996, and Clause 27.2, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply.
- 26.2 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next higher officer in charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible, and will at least provide a progress report before the close of ordinary business on the next working day.
- 26.5 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 26.6 No action is to be taken by the Union which would affect the Department's operations whilst a dispute is under investigation.
- 26.7 Failing agreement the claim, issue or dispute may be referred to the appropriate Industrial Tribunal.

27. Organisational Change under subclause 27.2

- 27.1. This clause recognises the capacity of the Commissioner to make decisions to effect change within the Department.
- 27.2. This clause applies to consultation and decisions regarding clause 6 (Rates of Pay and Allowances), clause 24 (Training and Staff Development) and clause 30 (Drug and Alcohol Protocol), to the exclusion of the procedures under clause 26.
- 27.3 Prior to making any decision to effect change under the specified clauses the Commissioner must consult with the Union.

- 27.4 Consultation will commence with a written notification to the Union regarding the proposed change(s). Thereafter there will be a reasonable opportunity for the Union to present its views in relation to the proposed changes.
- 27.5 If, during the consultation process, there is a reasonable basis for the Commissioner to conclude that the consultation process has been exhausted, the Commissioner shall advise the Union accordingly and the following procedures shall then operate.
- 27.6 The Commissioner will notify the Union and the workforce affected by the proposed change of his/her decision in relation to the subject of the proposed change as well as the process and timetable for its implementation.
- 27.7 If the matter remains in dispute and is referred by the Union to the Industrial Relations Commission within 7 days of the notification of the decision under clause 27.6, there will be no implementation of the change until the Industrial Relations Commission determines the matter or orders otherwise.
- 27.8 The Union and the Commissioner shall be bound by any order or determination of the Industrial Relations Commission in relation to the dispute.
- 27.9 If Industrial action is engaged in at any stage in the operation of the process under this clause, then the prohibition on implementation under clause 27.7 ceases to operate.
- 27.10 The operation of this clause shall be reviewed at the end of one year from the date of its commencement, for the purpose of considering whether any amendments are appropriate.

28. Attendance Requirements at Incidents and Drills

- 28.1 The following attendance guidelines shall apply to employees covered by this Award:
- 28.1.1 Attendance at Incidents -
- 28.1.1.1 Employees who, by virtue of their primary form of employment, are day workers are required to attend a minimum of 50% of all night and weekend calls received by the employee's brigade in any six month period.
- 28.1.1.2 Employees who, by virtue of their primary form of employment, are shift workers are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
- 28.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 28.2 Any period of approved leave or authorised absence shall be excluded when determining an employee's levels of attendance.
- 28.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 28.1, the following procedures are to apply:
- 28.3.1 The Officer in Charge of the station to which the employee is attached, shall discuss the matter with the employee concerned. The employee may be informed that his/her attendance will be monitored over the next 3 months.
- 28.3.2 If the employee's attendance does not meet the required levels for the 3 month period outlined in 28.3.1, the employee's Regional Commander shall notify the employee in writing of such deficiency. The employee shall be given a further 3 month period to improve his/her attendance levels, before any further action may be taken.
- 28.4 Employees who have been notified in terms of 28.3.1 and/or 28.3.2 may make application to the Commissioner for special consideration.

- 28.5 The attendance requirements referred to in subclause 28.1 may be altered by agreement between the Department and the Union.
- 28.6 "Day worker" means for the purposes of this clause, a worker who consistently works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and before 10:00 am.
- 28.7 "Shift worker" means for the purposes of this clause, a worker who is not a day worker as defined in subclause 28.6.

29. Attendance at Major Emergencies

- 29.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following specification as such by the Commissioner, been deemed to attract such entitlements.
- 29.2 Travel Entitlements
- 29.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.
- 29.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "K" of Table 1 of Part B, for the return distance from the station to the incident or pick up point.
- 29.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:
- 29.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 27.2.1 or 27.2.2 of this Award; and
- 29.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and
- 29.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.
- 29.3 Accommodation Entitlements
- 29.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.
- 29.3.2 Notwithstanding the provisions of subclause 29.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.
- 29.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 7 of Table 2 of Part B, for each day of attendance.
- 29.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 20.3.

29.4 Meals

29.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.

29.4.2 Where meals are not provided to employees in accordance with subclause 29.4.1, an allowance set at Entitlement Code "M" of Table 1 of Part B shall be paid.

29.4.3 Where employees are required to work between the meals provided for in subclause 29.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.

29.5 Payment for time spent in Attendance

29.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.

29.5.2 Where an employee's period of attendance at a major emergency is greater than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:

29.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and

29.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and

29.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.

29.5.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.

29.5.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

30. Drug and Alcohol Protocol

30.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award.

30.2 The Department may develop a new Protocol following consultation between the Department and the Union.

31. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

31.1 The entitlement to salary package in accordance with this clause is available to permanent part-time employees.

31.2 For the purposes of this clause:

31.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Rates of Pay and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

- 31.2.2 "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.
- 31.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 31.3.1 a benefit or benefits selected from those approved by the DPE; and
- 31.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 31.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 31.5 The agreement shall be known as a Salary Packaging Agreement.
- 31.6 Except in accordance with subclause 31.7, 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 Commissioner at the time of signing the Salary Packaging Agreement.
- 31.7 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:
- 31.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 31.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 31.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 31.8 Where the employee makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 31.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 31.9.1 *Police Regulation (Superannuation) Act 1906;*
- 31.9.2 *Superannuation Act 1916;*
- 31.9.3 *State Authorities Superannuation Act 1987;* or
- 31.9.4 *State Authorities Non-contributory Superannuation Act 1987,*
- the Department 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.
- 31.10 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 31.9 of this clause, the Department 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 Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

31.11 Where the employee makes an election to salary package:

31.11.1 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

31.11.2 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 6, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

31.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

31.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. 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.

32. Employees' Duties

32.1 An Employee may be directed to carry out duties which are within the limits of his or her skills, competence, and training, in such a manner, as may be required by the Department, provided that:

32.1.1 the direction is reasonable, and

32.1.2 the direction is not otherwise inconsistent with a provision of this Award.

32.2 Any direction issued by the Department pursuant to subclause 32.1 shall be consistent with:

32.2.1 the provision of a safe and health working environment,

32.2.2 ensuring that the Department responds to relevant technological changes and changes in its operating environment in a timely and effective manner.

32.3 The parties to this Award shall work collaboratively to ensure the effective and reasonable operation of this clause.

33. Anti-Discrimination

33.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.

33.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 26, 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.

33.3 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.

33.4 Nothing in this Clause is taken to affect:

33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

33.4.2 offering or providing junior rates of pay to persons under 21 years of age;

33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

33.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

34. Area, Incidence and Duration

34.1 This Award rescinds and replaces the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005 published 15 July 2005 (352 I.G. 424) as varied and the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Interim Award 2008 made 10 April 2008.

34.2 This Award shall take effect on and from 18 June 2008 and shall remain in force until 17 June 2011.

35. Leave Reserved

Leave is reserved to the Union to make application in respect of those employees who may be allocated a designated Community First Responder role.

PART B

MONETARY RATES

Table 1 - Payment Entitlement Codes

The following rates of pay are effective from the beginning of the first pay period to commence on or after the date shown.

Clause No.	Description	Code	1 April 2008 \$	29 Aug. 2008 \$	18 June 2009 \$	18 June 2010 \$
6.3	Fortnightly Retainer Captain A	A	210.70*	99.00	103.00	107.10
6.3	Fortnightly Retainer Captain B Deputy Captain A	B	190.10*	89.20	92.80	96.50
6.3	Fortnightly Retainer Deputy Captain B	C	142.90*	67.00	69.70	72.50
6.3	Fortnightly Retainer Firefighter A	D	108.50*	50.90	52.90	55.00
6.3	Fortnightly Retainer Firefighter B	E	81.20*	38.10	39.60	41.20
6.3	Fortnightly Retainer Firefighter C	F	54.30*	25.50	26.50	27.60
6.3	1st Hour Captain	G	28.83	29.42	30.60	31.82
6.3	1st Hour Deputy Capt. Firefighter Levels A,B,C	H	24.98	25.49	26.51	27.57
6.3	Each Subsequent half hour or part Captain	I	14.42	14.71	15.30	15.91

6.3	Each Subsequent half hour or part Deputy Capt. Firefighter Levels A,B,C	J	12.49	12.75	13.26	13.79
6.7.3, 9.1.1, 9.2.1, 9.2.3, 9.3.1, 20.1, 20.5.5 & 29.2	Kilometre Allowance	K	0.95	0.97	1.01	1.05
6.7.1	Stand By Rate per hour	L	55.53	56.67	58.94	61.30
8.2.2 & 29.4.2	Meal Allowance	M	23.60	23.60	23.60	23.60
8.2.1	Refreshment Allowance	N	11.80	11.80	11.80	11.80
6.8.1.1	Royal Easter Show Captain per hour	O	44.36	45.27	47.08	48.96
6.8.1.2	Royal Easter Show Deputy Capt, Firefighter Levels A, B, C, per hour	P	38.43	39.21	40.78	42.41

* To be paid monthly

Table 2 - Travelling Compensation Allowances

Item No	Clause No.	Description	Unit	On and from 1 July 2008	
1	20.2.1	Breakfast	Per meal	## 21.10	^^ 18.85
2	20.2.2	Lunch	Per meal	## 23.65	^^ 21.55
3	20.2.3	Dinner	Per meal	## 40.65	^^ 37.15
4	20.3.1	Accommodation first 35 days (includes all meals) - Capital Cities - High Cost Country Centres - Tier 2 Country Centres - Other Country Centres	Per day	\$284.30 Sydney \$246.30 Adelaide \$299.30 Brisbane \$234.30 Canberra \$260.30 Darwin \$218.30 Hobart \$263.30 Melbourne \$249.30 Perth \$209.30 Maitland \$217.80 Newcastle \$216.30 Port Macquarie \$199.45 Bathurst \$199.45 Broken Hill \$199.45 Dubbo \$199.45 Orange \$199.45 Wagga Wagga \$199.45 Wollongong \$182.45	
5	20.3.2 & 29.3.3	Actual Necessary Expenses - all locations	Per day	\$15.90	
6	20.3.3	Accommodation - after first 35 days and up to 6 mths	Per day	50% of the appropriate location rate	
7	20.4	Incidental Expenses	Per day	\$15.90	

Legend:

Effective Dates are with effect from the first pay period to commence on or after the date.

= Capital Cities & High Cost Country Centres.

^^ = Tier 2 Country Centres & Other Country Centres.

Table 3 - Authorised Duties

Attendance at:

Bushfire Management Committee Meetings

Local/District Emergency Management Committee Meetings

Local Government Meetings

Zone/Regional conferences and information days

Other such meetings as authorised by the Dept.

Completion of Fire Reports where insufficient time available at the conclusion of calls

Testing of Fire Alarms

Attendance at station to enable service and maintenance work to be carried out

Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)

Performance of Engine Keeper duties

Transporting NSWFB equipment in private vehicle

Restowing of Firefighter vehicles

Hose Repairs

Transporting a Firefighting Vehicle for servicing and/or repairs from the Station to another location

Recharging of BA cylinders

Participation in selection committees

Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)

Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)

Participation in joint training sessions/exercises with other emergency services

Attendance at training exercises/schools additional to the normal drill program

Hydrant Inspections

Pre-incident planning exercises

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

T. M. KAVANAGH *J.*

J. P. GRAYSON *D.P.*

CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1550 of 2008)

Before Commissioner Murphy

5 November 2008

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
3A.	Deduction of Union Membership Fees
4.	Salary Packaging
5.	Salary Sacrifice to Superannuation
6.	Conditions Fixed by Other Awards
7.	Appointment and Mobility Provisions
8.	Flexible Work Arrangements
9.	Work Outside the Ordinary Hours of Work
10.	Consultation
11.	Training and Development
12.	Performance Appraisal
13.	Technology
14.	Dispute Resolution Procedures for the Parties
15.	Duties as Directed
16.	Personal/Carer's Leave
17.	Occupational Health and Safety
18.	Anti-Discrimination
19.	No Further Claims
20.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

1. This Award Shall be Known as the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Office of the Board of Studies providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management (General) Regulation 1996.
- 2.3 "Banked Time" means the amount of time by which Flextime is reduced by one or more days at the end of a settlement period for the purpose of being recredited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; Chief Planning Officers; Chief Assessment Officers; Chief Measurement Officers; President, Aboriginal Education Consultative Group; Chief Interactive Design Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.6 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.7 "Employed" or "employment" means when an Officer is permanently appointed, on secondment, temporarily employed or temporarily appointed by the Office of the Board of Studies.
- 2.8 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.5 necessarily occupied by direction of, or on their own initiative with the approval of, the General Manager in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Field Officer" means a Board of Studies Liaison Officer.
- 2.11 "Flextime" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.12 "Flex Leave" means Flextime carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.13 "General Manager" means the person holding or acting in the office of the General Manager of the Office of the Board of Studies. Reference to the General Manager may from time to time refer to his/her delegate, meaning a person delegated by the General Manager to perform functions associated with the office.
- 2.14 "General Secretary" means the General Secretary of the New South Wales Teacher's Federation.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.

- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales Industrial Relations Act 1996.
- 2.18 "Office" means the Office of the Board of Studies NSW.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Office of the Board of Studies in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the Director of Public Employment.
- 2.21 "Permanently appointed" means appointed to a permanent position pursuant to sections 17-23 of the Act.
- 2.22 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.23 "Director of Public Employment" means the employer of the staff of the Public Service for the purpose of industrial proceedings as defined by section 129 of the Act.
- 2.24 "Secondment" means when the Office of the Board of Studies employs by making use of the services of an officer of the Department of Education and Training pursuant to section 101 of the Act.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Board of Studies Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the General Manager), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily appointed" means employment of an Officer pursuant to sections 24 of the Act.
- 2.29 "Temporarily employed" means when the Office of the Board of Studies employs an Officer pursuant to section 27 of the Act.
- 2.30 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the General Manager determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

Principal Education Officer the single salary point specified;

Chief Education Officer, Level 1.

3.4 The General Manager will determine the remuneration of new Officers:

3.4.1 at the minimum rate of the appropriate salary classification; or

3.4.2 at such higher level specified in Table 1, having regard to:

the applicant's skill, experience and qualifications; and

the rate required to attract the applicant; and

the remuneration of existing Officers performing similar work.

3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.

3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:

3.6.1 annual leave loading;

3.6.2 travel or subsistence allowances;

3.6.3 allowances in relation to relocation expenses;

3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.

3A. Deduction of Union Membership Fees

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

4. Salary Packaging

- 4.1 Officers may participate in the Office's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. 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. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Conditions Fixed By Other Awards

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Officers' Compensation) Award 2007 published 28 September 2007;

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;

Public Sector Employment and Management Act 2002

Public Sector Employment and Management (General) Regulation 1996

7. Appointment and Mobility Provisions

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education and Training or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education and Training or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Office.
- 7.2 Officers on secondment from the Department of Education and Training and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education and Training or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Office.
- 7.3 The Office will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Office.
- 7.4 In addition to the provisions of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the Office will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Office for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education and Training policy will be taken into specific regard in Office employment practices.

- 7.6 The Office's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18 th	10 days
January on or after 18 th	5 days
February	5 days
March before 30 th	5 days
March on or after 30 th	10 days
April before vacation	10 days
April on or after 27 th	5 days
May	5 days
June before 15 th	5 days
June on or after 15 th	10 days
July before vacation	10 days
July on or after 20 th	5 days
August	5 days
September before 7 th	5 days
September on or after 7 th	10 days
October	5 days
November before 10 th	5 days
November on or after 10 th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 For the purpose of workers' compensation, the employer of Officers is the Office in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.10 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Training and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.2.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.2 to 8.11 inclusive and 8.13 to 8.16 inclusive.
- 8.2.2 Field Officers (BOSLOS) Clauses 8.12 to 8.16 inclusive.

8.2.3 Chief Education Officers (CEO's) Clause 8.17.

8.3 Settlement Period

8.3.1 The settlement period for the purpose of sub-clause 8.2.1 is 12 weeks. The settlement period for the purpose of subclause 8.2.2 is 4 weeks.

8.4 Ordinary Hours of Work and Standard Hours

8.5 Standard Bandwidth

8.5.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 2.2).

8.5.2 If normal work is undertaken at the Officer's own initiative and with the approval of the General Manager or delegate between 7.00 am and 7.30 am or 6.00 am and 7.00 pm this time will be credited as accrued work time.

8.5.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.

8.5.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their General Manager or delegate. The time worked is to be counted towards Accrued Work time (AWT).

8.5.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).

8.6 Coretime

8.6.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.8.

8.6.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the General Manager or delegate.

8.6.3 In exceptional circumstances officers may commence work after 9.30 am or before 3.30 pm the time taken shall be flex leave. This arrangement must be agreed between the officer and General Manager or delegate.

8.7 Hours Worked

8.7.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the General Manager or delegate.

8.7.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the General Manager or delegate.

8.7.3 Nothing in this clause shall prevent the Office requiring an officer to revert to working standard hours following reasonable notice.

8.7.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

8.8 Lunch and Meal Breaks

8.8.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.

8.8.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.

8.8.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

8.9 Flexible Working Hours

8.9.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the General Manager or delegate and in accordance with the provisions of this Award.

8.10 Flex Leave and Banked Time Entitlements

8.10.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the General Manager or delegate.

8.10.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

8.10.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.

8.10.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officers flextime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.

8.10.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods. The issue of when Banked Time days are taken as leave should be agreed between the officers and the General Manager or delegate.

8.11 Accrued Work Time (AWT)

8.11.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).

8.11.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

8.11.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the

shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.

- 8.11.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 8.11.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.11.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances. Where an officer reaches a total of AWT of 450 cumulative hours the General Manager or delegate and officer are to develop an agreed strategy to ensure that the officer is able to adjust working hours or avail themselves of Flex leave that will ensure that the 462 hour limit is not exceeded.
- 8.11.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.10.2.
- 8.11.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the General Manager or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 8.11.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.11.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the General manager or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Office should be recognised.
- 8.11.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
 - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
 - (c) in multiples of a quarter day only.

8.12 Flexible Working Hours for Field Officers (BOSLOS)

- 8.12.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its successor or as amended from time to time apply to Field Officers subject to variation of:

Settlement Period

Accumulation and Carry Over

Flexi leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.12.2 to 8.16.

- 8.12.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:
- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
 - (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
 - (c) The total number of banked flex days at any one time must not exceed five days.
 - (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

8.13 Separation from the Agency

- 8.13.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the General Manager or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 8.13.2 The General Manager or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 8.13.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.
- 8.13.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

8.14 Part Time Officers

- 8.14.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

8.15 Disruption of Transport

- 8.15.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.
- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.

- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

8.16 Working at Home

- 8.16.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.
- 8.16.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

8.17 Chief Education Officers

- 8.17.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Office and the personal circumstances of individual Chief Education Officers
- 8.17.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.2.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.17.1, rather than Clause 8.5.3 or 8.5.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

- 9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.
- 9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:
 - (a) directed by the General Manager or delegate shall be 7.30 am to 6.00pm
 - (b) undertaken at the officer's own initiative and with the approval of the General Manager or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
 - (c) performed by Field Officers at the officers own initiative and approved by the General Manager or delegate shall be 7.30 am to 6.00 pm
- 9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual;
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006; or its successor or as amended from time to time.
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the General Manager to take, at such time as is convenient to the working of the Office, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.

9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.

9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

9.3 Calculation of and Payment in Lieu of Compensatory Leave

9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the General Manager shall:

- (i) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
- (ii) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.

9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (i) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (ii) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (iii) for all excess hours worked on Sunday at the rate of double time;
- (iv) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (v) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (a) meal times shall not be included in the calculation of excess hours;
- (b) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the General Manager, his/her absence has been caused by circumstances beyond his/her control; and
- (c) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (i) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (ii) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (i) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (a) periods of less than one-quarter of an hour;
 - (b) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or its successor or as amended from time to time.

- (c) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 9.3.3(i)(c).
- (ii)
- (a) The formula for the calculation of payment for excess hours at ordinary rates shall be:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
- (b) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (iii) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (iv) In exceptional circumstances, the General Manager may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

9.3.4 Meal Allowances

- 9.3.4.1 An allowance for the meal shall be paid pursuant to the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or its successor or as amended from time to time provided the General Manager is satisfied that:
- (a) the performance of the work concerned at the time at which it was performed was necessary;
- (b) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (c) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- 9.3.4.2 An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to the Public Sector Employment and Management (General) Regulation 1996.
- 9.3.4.3 Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- 9.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

10. Consultation

- 10.1 A joint consultative committee with Federation/Office representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

11. Training and Development

- 11.1 The Office will consult with the Federation in reviewing the Office's training and developing activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improve them where necessary;
 - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Office also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Office.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Office.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Office exercises its discretion to refund all or part of these fees. The provisions of clause 8, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Office's corporate objectives;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the Office is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
 - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.

- 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
- 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
- 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Office's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

13. Technology

- 13.1 The Office is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
 - 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 13.1.3 New or upgraded technology will comply with the Office's Occupational Health and Safety obligations;
 - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
 - 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
 - 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the General Manager's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
 - 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the General Manager and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
 - 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 The General Manager may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling.
- 15.2 The General Manager may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 Any directions issued by the General Manager shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment.

16. Personal\Carer's Leave

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- (a) the Officer being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the Officer; or
 - (ii) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Officer or of spouse or de facto spouse of the Officer; or
 - (iv) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.
- 16.2 Use of Family and Community Service Leave to Care for a Family Member
- 16.2.1 The General Manager shall, in the case of emergencies or in personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.
- 16.2.2 Such cases may include but are not to be limited to the following:
- (i) compassionate grounds—such as the death or illness of a close member of the family or a member of the Officer's household;
 - (ii) accommodation matters to one day—such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;

- (iv) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.
- 16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the General Manager considers the granting of family and community service leave to be appropriate in a particular case.
- 16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- 16.2.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be the greater of the leave provided in subparagraphs (i) or (ii) of this sub clause;
- (i) Two and a half of the Officer's working days in the first year of service and, on completion of the first year's service, five of the Officers working days in any period of two years; or
 - (ii) After the completion of two years continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the Officer.
 - (iii) If available family and community leave is exhausted as a result of natural disasters, the General Manager shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
 - (iv) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.
- 16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- 16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- 16.3.3 The General Manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.

16.3.4 The Officers shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.

16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

16.3.7 The Officer shall, wherever practicable, give the General Manager notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.

16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.

16.4 Compassionate Leave

16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.

16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.

16.4.3 If having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.

16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph (c) of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

16.5.1 An Officer may elect, with the consent of the General Manager, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

16.6 Use of Other Leave Entitlement

16.6.1 The General Manager may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the General Manager, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

17. Occupational Health and Safety

17.1 For the purposes of this clause, 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, corporation and/or person) which has at 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, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 17.2 Any employer which engages a labour hire business ad/or a contract business to perform work wholly or partially on the employers 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 the appropriate 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.
- 17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 17.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Training 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.

- 17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

- 18.1 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 and age and responsibilities as a carer.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

18.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

18.5 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.

19. No Further Claims

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

20. Area, Incidence and Duration

20.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Office Of The Board Of Studies - Education Officers) Salaries and Conditions Award published 3 November 2006 (361 I.G. 645), as varied.

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 5 November 2008.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 Salaries

Chief Education Officer

Level	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1	108,125	112,450	116,948
Level 2	111,634	116,099	120,743
Level 3	115,143	119,749	124,539
Level 4	117,501	122,201	127,089
Level 5	120,118	124,923	129,920

Principal Education Officer

	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or 1/1/08 \$
Single salary point	105,733	109,962	114,360

Senior Education Officer Grade 1

Grade	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1	81,269	84,520	87,901
Level 2	91,426	95,083	98,886

Senior Education Officer Grade 2

	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Single Salary point	95,306	99,118	103,083

Education Officer AECG

Level	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1 1st year of Service Thereafter	59,230 61,099	61,599 63,543	64,063 66,085
Level 2 1st year of Service Thereafter	63,495 65,357	66,035 67,971	68,676 70,690
Level 3 1st year of Service Thereafter	67,313 69,330	70,006 72,103	72,806 74,987
Level 4 1st year of Service Thereafter	72,212 74,509	75,100 77,489	78,104 80,589

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Director of Public Employment pursuant to his or her powers under the *Public Sector Employment and Management Act 2002*.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SATURDAY SCHOOL OF COMMUNITY LANGUAGES) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1551 of 2008)

Before Commissioner Murphy

5 November 2008

REVIEWED AWARD

PART A

1. Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Remuneration

2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.

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

3. Employment Jurisdiction

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

4. Recruitment and Appointment

- 4.1 Employees covered by this award are engaged to teach in the Department's Saturday School of Community Languages.

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

5. Allocation to Centres and Classes

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

Continuity of educational programs;

Distance travelled from home to centre;

Curriculum needs of the centre.

6. Duties as Directed

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

7. Remuneration

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

subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.

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

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Part B, Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 7.10.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to 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.

- 7.10.2 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.

- 7.10.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

7.10.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

7.10.3.2 any administrative fees.

- 7.10.4 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:

7.10.4.1 Superannuation Guarantee Contributions;

7.10.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

7.10.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.

- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

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

10. Recognition of Service

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

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

11.4 Nothing in this clause is to be taken to affect:

11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

11.4.2 offering or providing junior rates of pay to persons under 21 years of age;

11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;

11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

12. Parental Leave and Other Entitlements

12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

12.1.1 The Director-General must not fail to re-engage an employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of the Director-General in relation to engagement and re-engagement of employees are not affected, other than in accordance with this clause.

12.2 Personal Carers Entitlements

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

12.2.2 The Director-General and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

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

12.2.4 The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Director-General or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Director-General).

12.3.2 The Director-General and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

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

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

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

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

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

13. Dispute Resolution Procedures

- 13.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:
- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.
- 13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.1.4 Where the above procedures in subparagraph 12.1.3 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

14. No Further Claims

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

15. Goods and Services Tax

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

16. Deduction of Union Membership Fees

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 16.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

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

17. Secure Employment

- 17.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 17.4 will be identified on engagement.
- 17.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.
- 17.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 17.1, upon receiving notice under subclause 17.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.
- 17.4 When deciding whether to consent or refuse an election made in accordance with paragraph 17.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 17.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher 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.
- 17.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 17.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 17.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 17.9 This clause will take effect for appointments commencing in 2007.

18. Occupational Health and Safety

- 18.1 For the purposes of this clause, the following definitions shall apply:
- 18.1.1 A "labour hire business" is a businesses (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

- 18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 18.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 18.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 18.3 Nothing in this clause 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*.

19. Area, Incidence and Duration

- 19.1 This award covers the following categories of staff employed at the Saturday School of Community Languages:
- Supervisors;
- Assistant Supervisors;
- Curriculum Co-ordinators;
- Saturday School Community Language Teachers; and
- Conditionally Approved Saturday School Community Language Teachers.
- 19.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Saturday School of Community Languages) Award 2006 published 16 June 2006 (359 I.G. 735), as varied.
- 19.3 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 5 November 2008.
- 19.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Classification	Saturday Sessional rate from the first pay period to commence on or after 1.1.2006	Saturday Sessional rate from the first pay period to commence on or after 1.1.2007	Saturday Sessional rate from the first pay period to commence on or after 1.1.2008
Increase	4%	4%	4%
Supervisor	532.05	553.33	575.46
Assistant Supervisor	421.60	438.46	456.00
Curriculum Co-ordinator	421.60	438.46	456.00

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

J. P. MURPHY, Commissioner

 Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (STATE EMERGENCY SERVICE)
COMMUNICATION CENTRE - CONTINUOUS SHIFT WORKERS
AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1542 of 2008)

Before Commissioner Cambridge

28 January 2009

REVIEWED AWARD

PART A

1. Arrangement

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4.	Application
5.	Coverage
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PART B

MONETARY RATES

Table 1 - Salary Schedule

2. Title

This award shall be known as the Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2009.

3. Definitions

Act means the *Public Sector Employment and Management Act 2002*.

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

Award means an award as defined in the *Industrial Relations Act 1996*.

Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

DPE means the Director of Public Employment established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

First Shift Standby Roster means that Senior Team Leaders will be on a standby roster and in the event of an emergency can be called into the Communication Centre to support operations.

Full-time Staff Member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours of 35 hours.

On Duty means the time required to be worked for the Service.

Ordinary Hourly Rate of Pay means the hourly rate equivalent of the annual rate of pay of the classification calculated using the formula set out in paragraph (b) (i) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

Overtime means all time worked, whether before or after the ordinary rostered hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.

Part-time Staff Member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Public Holiday means a day proclaimed under the Banks and *Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

Service means the NSW State Emergency Service.

Service After Hours and On Call Remuneration Arrangements refers to the State Emergency Service policy for after hours and on call remuneration arrangements issued in July 2005.

Shift Worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

4. Application

This award was negotiated between the State Emergency Service, the DPE and the Association.

5. Coverage

The provisions of this award shall apply to officers and temporary staff members (both full-time and part-time), as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in positions in the Communication Centre (ComCen) classified as ComCen Senior Team Leader, ComCen Team Leader, ComCen Call Operator and casual employees in these positions.

6. Salaries

- (a) The salaries for classifications covered by this award are set out at Part B Monetary Rates Table 1 - Salary Schedule of the award. These salaries shall move in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award. The Clerical Officers Agreement 2515 of 1988 and Determination No. 877 of 1989 were replaced by a variation to the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 effective from 13 November 2008.
- (b) Salary Progression shall be by way of annual increment, according to the requirements in the Personnel Handbook, Section 5.2.10.

7. Overview of Shift Arrangements

- (a) The ComCen will operate on a 24 (twenty four) hours per day, 7 (seven) days per week basis across the entire year.
- (b) ComCen staff will work the equivalent of 35 hours per week over a roster period.
- (c) Shifts will be for 8.5 (eight and a half) hours less a 30 minute unpaid meal break, except as specified in clause 10 Senior Team Leaders.
- (d) The Day Shift shall be from 06:30 to 15:00 hours.
- (e) The Afternoon Shift shall be from 14:30 to 23:00 hours.
- (f) The Night Shift shall be from 22:30 to 07:00 hours.

8. Rostering Arrangements

- (a) A roster will cover a minimum period of 4 (four) weeks up to maximum period of 16 (sixteen) weeks.
- (b) The roster cycle will work on a rotating three shift system with a forward rotation (day then afternoon then night) with breaks between rotations.
- (c) Rosters are to be published with as much notice as possible, but in any case a minimum 2 (two) weeks in advance before commencement of the roster.
- (d) Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (e) Nothing in this award is intended to circumvent subsection (1) of Section 22, Maximum ordinary hours of employment of the NSW *Industrial Relations Act 1996*.

9. Shift Work

- (a) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (f) Public Holidays -
- (1) Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (2) A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- (g) Annual leave - will accrue at the rate of four weeks per year for a full time staff member, that is 20 working days plus 8 rest days.
- (h) Additional leave - will accrue for a full time staff member on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

10. Senior Team Leaders

- (a) Positions classified as Senior Team Leaders will play an important role in the handover from day to night operations so they will be predominantly rostered on duty on Afternoon Shifts from 14:00 to 23:00 hours.
- (b) Shifts will be for 9 (nine) hours less a 30 minute unpaid meal break.
- (c) Senior Team Leaders will be rostered on a day shift (no penalty payments apply) on at least a fortnightly basis to complete scheduling, reporting and administration activities.
- (d) Senior Team Leaders will be nominated to provide a First Shift Standby Roster function when required and the arrangements and remuneration are to be consistent with the current Service After Hours and On Call Remuneration Arrangements negotiated with the Service's Joint Consultative Committee.

11. Maximum Hours

- (a) The maximum hours to be worked in a day or a week (7 days) should not exceed the following, other than in emergency circumstances:
 - (1) Maximum of 6 consecutive shifts;
 - (2) Maximum of 4 consecutive night shifts;
 - (3) Maximum 48 hours rostered per week.

12. Meal Breaks

- (a) During a normal shift, staff members as a minimum must take at least one unpaid meal break of at least 30 minutes, plus two shorter paid breaks totalling 30 minutes.
- (b) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break.

13. Breaks Between Shifts and Shift Cycle Changes

- (a) Breaks between shifts should not be less than 12 (twelve) consecutive hours.
- (b) There should be a minimum of 2 (two) days off between shift cycle changes.
- (c) In emergencies where a shift worker needs to remain on duty after a shift, the minimum break between shifts should never be less than 10 (ten) hours and should be compensated as soon as possible with a longer break.
- (d) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 90, Overtime Worked by Shift Workers, in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (e) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (1) The completion of an ordinary rostered shift; or
 - (2) The completion of authorised overtime; or
 - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

14. Daylight Saving

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant State legislation, a shift worker shall be paid according to the actual hours worked. Rostering arrangements will ensure that at least the minimum working hours are maintained.

15. Alteration to Hours of Work

- (a) Rosters once determined and made available may be altered by:
 - (1) The Service by giving two week's notice of the requirement to change the arrangements of hours or the shift roster under normal circumstances; or
 - (2) By mutual agreement between the Service and the shift worker.

- (b) The Service reserves the right to change shift rosters in accordance with operational imperatives.
- (c) Provided that where the Service receives a significant concern about the alteration to the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Service.

16. Exchange of Shifts

- (a) Exchange of shifts will be allowed for special reasons provided the change does not result in excessive daily or weekly hours for any shift worker.
- (b) An exchange of shifts should not occur if it results in 2 (two) or more continuous shifts being worked with no break in between or if the recommended maximum hours are exceeded.
- (c) All requests for shift exchange by staff members are to be submitted in writing to the most Senior Officer on duty.

17. Hearing and Eye Sight Testing

- (a) ComCen staff members will be required to undergo hearing and eye sight testing prior to commencing employment.
- (b) Any further tests will be conducted in accordance with medical advice or at the request of the staff member or the ComCen Supervisor.

18. Higher Duties Shift Better

ComCen staff members, when required to provide relief in a higher level position for the whole shift or a minimum of two hours of the shift, will be compensated by way of Higher Duties Allowance at the rate of salary for the higher position plus any applicable allowances for the whole shift in accordance with the provisions of the Personnel Handbook, except the minimum 5 continuous days limitation.

19. Occupational Health and Safety

- (a) The Service is committed to the safety and welfare of staff and will consider Occupational Health & Safety issues in planning rosters and working arrangements. It is the intention that:
 - (1) shifts will not exceed 12 hours per day (including overtime), except in emergency circumstances
 - (2) overtime worked will not exceed 12 hours per week
- (b) In emergency circumstances a maximum of 60 hours work may be necessary. It shall not be worked on a regular basis nor on consecutive weeks.

20. Representation

- (a) Shift workers are to be adequately represented on any committees with a consultative or decision making function regarding their work. If they attend relevant meetings outside shift arrangements they will be considered at work and rosters are to be adjusted accordingly.

21. Anti Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations the parties have an obligation 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 victimize 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:
 - (1) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) Offering or providing junior rates of pay to persons under 21 years of age;
 - (3) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56 (d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to religious susceptibilities of the adherents of that religion."

22. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (b) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and the DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

23. Conditions Fixed By Other Instruments of Employment

- (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, applies except where varied by this Award.

24. Existing Entitlements

- (a) The provisions of this award shall not affect any entitlements existing in another award which covers Service staff other than specified in clause 23 of this award.

25. Area, Incidence and Duration

- (a) The provisions of this award shall apply to officers, Departmental temporary employees as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in either full time and part time positions of Communication Centre (ComCen) Senior Team Leader, ComCen Team Leader and ComCen Call Operator, and casual workers in these positions.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (State Emergency Service Communication Centre - Continuous Shift Workers) Award 2006 published 1 December 2006 (361 I.G. 950) and all variations thereof.
- (c) 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 28 January 2009.
- (d) This award will remain in force until 16 October 2009, this being the term of the original award.

PART B

MONETARY RATES

Table 1 - Salary Schedule

Salaries are effective from the beginning of the first pay period to commence on or after the date in the column heading. The transition from the Clerical Officers scale to the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 was effective from 13 November 2008.

Classifications and Grades	Common Salary Point	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6				
1st year of service	75	63,573	66,116	68,761
2nd year of service	78	65,578	68,201	70,929
3rd year of service	82	68,148	70,874	73,709
Thereafter	85	70,146	72,952	75,870
Operations Communications Centre Team Leader, Clerk Grade 3/4				
1st year of service	58	53,855	56,009	58,249
2nd year of service	61	55,478	57,697	60,005
3rd year of service	64	57,210	59,498	61,878
Thereafter	67	58,969	61,328	63,781
Operations Communications Centre Call Operator, Clerks General Scale				
Step 1 (formerly Clerical Officer 1st year of service under 17 at Common Salary Point 3)	4	23,326	24,259	25,229
Step 2 (formerly Clerical Officer 2nd year of service or 17)	6	26,470	27,529	28,630
Step 4 (formerly Clerical Officer 3rd year of service or 18)	9	31,882	33,157	34,483
Step 5 (formerly Clerical Officer 4th year of service or 19)	11	34,032	35,393	36,809
Step 6 (formerly Clerical Officer 5th year of service or 20 or above)	17	36,677	38,144	39,670
Step 7 (formerly Clerical Officer 6th year of service)	20	37,678	39,185	40,752
Step 8 (formerly Clerical Officer 7th year of service)	23	39,272	40,843	42,477
Step 9 (formerly Clerical Officer 8th year of service)	25	39,986	41,585	43,248
Step 10 (formerly Clerical Officer 9th year of service)	28	40,976	42,615	44,320
Step 11 (formerly Clerical Officer 10 th year of service)	32	42,491	44,191	45,959
Step 12 (formerly Clerical Officer 11 th year of service)	36	44,032	45,793	47,625
Step 13 (formerly Clerical Officer 12 th year of service)	40	45,659	47,485	49,384

I. W. CAMBRIDGE, Commissioner

CROWN EMPLOYEES (TEACHERS IN TAFE CHILDREN'S CENTRES) SALARIES AND CONDITIONS AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1621 of 2008)

Before Commissioner McLeay

6 November 2008

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries and Allowances
4.	Hours of Work
5.	Non Contact Time
6.	Shift Work
7.	Public Holidays
8.	Leave
9.	Overtime and Time Off in Lieu for Payment of Overtime
10.	Job Share
11.	Duties of Teachers
12.	Crib Breaks
13.	First-aid Certificate
14.	Dispute Resolution Procedures
15.	Anti-Discrimination
16.	Deduction of Union Membership Fees
17.	Secure Employment Test Case - OH&S Obligations
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Early Childhood Teachers - Salaries

Table 2 - Early Childhood Directors - Allowances

Table 3 - Teachers in Charge - Allowances

2. Dictionary

- 2.1 "Award" means the Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Award 2005.
- 2.2 "Casual Teacher" means a teacher engaged as required by the employer, who is not a full-time or part-time teacher.

- 2.3 "Director-General" means the Director-General of Education and Training and Managing Director of the TAFE Commission.
- 2.4 "Early Childhood Director" means a person appointed as such by the employer and who is an early childhood teacher, as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a centre and centres.
- 2.5 "Early Childhood Teacher" means a person in a centre who is classified by the Director-General as either a four year trained teacher or a three year trained teacher, provided that all teachers employed at the time of the making of this award shall be so classified.
- 2.5.1 "Four Year Trained Teacher" means:
- a teacher who holds a four-year early childhood education degree from a higher education institution;
 - a teacher who holds a degree from a higher education institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.5.2 "Three Year Trained Teacher" means:
- a teacher who has satisfactorily completed a course of early childhood education of three years duration at a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.6 "Employee" means all persons employed in TAFE children's centres, including early childhood directors and early childhood teachers.
- 2.7 "Employer" means the Crown in the right of the State of New South Wales (the Crown).
- 2.8 "Full-time Teacher" means any teacher engaged as such who is not a part-time or casual teacher and who works 38 hours per week.
- 2.9 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.10 "Part-time Teacher" means a teacher who is engaged to work regularly and not more than 0.8 of the ordinary 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 ordinary hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's ordinary hours.
- 2.11 "Permanent Part-time Work" means employment which is undertaken for less than the full ordinary working hours per week for the classification on a continuing basis for set and regular hours. The rate of pay, all conditions and leave entitlements of a permanent part-time staff member are on a pro rata basis.
- 2.12 "Shift" means a daily period of work in a TAFE children's centre and shall be one of the following:
- 2.12.1 "Afternoon shift" means any shift finishing after 7.00 p.m. and at or before midnight.
- 2.12.2 "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

- 2.12.3 "Early morning shift" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
- 2.12.4 "Night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of their working time off night shift in each roster system.
- 2.13 "TAFE/ TAFE NSW" - means the TAFE Commission
- 2.14 "TAFE Children's Centre" means a long day care centre established on TAFE premises with the primary purpose of providing child care and/or educational development programs and/or centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 2.15 "Teacher in Charge" means a teacher appointed as such by the employer in TAFE children's centres where the director is employed on a part-time basis and who is responsible to the director for the management of the centre when the director is not in attendance.
- 2.16 "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full centre year but not less than five 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.
- 2.17 "Union" means the New South Wales Teachers Federation.

3. Salaries and Allowances

- 3.1 The minimum annual rate of salary payable to early childhood teachers and early childhood directors in TAFE children's centres shall be as set out in Table 1 - Early Childhood Teachers - Salaries, of Part B, Monetary Rates. A teacher shall progress after each 12 months of service along the steps of the salary scale, subject to the teacher demonstrating continuing satisfactory performance and professional growth.
- 3.2 Part-time and Temporary Teachers -
- 3.2.1 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 ordinary attendance hours at the centre bear to the hours which a full-time teacher at a centre is normally required to attend.
- 3.2.2 The days of attendance of a part-time teacher may be varied at the commencement of each semester or by mutual agreement between the employer and the teacher, with four weeks notice. The ordinary hours for the purpose of this subclause shall not be varied without agreement.
- 3.2.3 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 Calculation of Service -
- 3.3.1 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 their service as a teacher in any centre or in early childhood education services for children up to eight years of age, or as a teacher in the infants department of a recognised school or within 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.
- 3.3.2 For the purpose of this clause, a period of service other than service within paragraph 3.3.1 shall be counted as service in accordance with the following principles:

- 3.3.2.1 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 coordinator or equivalent, shall be recognised as service.
- 3.3.2.2 A period of service as a carer in the child care industry, including service as a family day care carer, a child care certificate worker or equivalent, and a period of time during which the teacher is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged. Provided that, during the time of child rearing, the teacher was a qualified early childhood teacher.
- 3.3.3 For the purpose of calculating service:
- 3.3.3.1 Any full-time employment (including temporary full-time employment) as referred to in paragraphs 3.3.1 and 3.3.2, shall be counted as service.
- 3.3.3.2 The amount of part-time service (including temporary part-time service) shall be calculated by reference to proportion that the part-time employment bears to full-time employment in that occupation.
- 3.3.3.3 Casual teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.
- 3.3.3.4 For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full-time service.
- 3.4 Directors' Allowances -
- 3.4.1 Early childhood directors shall be paid an amount as set out in Table 2 - Early Childhood Directors - Allowances, of Part B, Monetary Rates, by way of a fixed loading.
- 3.4.2 For the purposes of determining the number of employees directly supervised by a director, each employee who works for 19 hours or more per week in the centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 July in each year, shall be aggregated and divided by 38 to determine the full-time equivalent.
- 3.4.3 A teacher required by the employer to act as an early childhood director for a period of at least five consecutive days shall be paid the appropriate allowances prescribed in the said Table 2 for such period. 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.
- 3.5 Teacher in charge allowances -
- A teacher appointed as a teacher in charge shall be paid in addition to the amounts payable pursuant to subclause 3.1, an allowance in accordance with Table 3 - Teachers in Charge - Allowance, of Part B - Monetary rates.
- 3.6 Casual Teachers -
- 3.6.1 A casual teacher shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. This rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.

3.6.2 A casual teacher is entitled to an additional payment of one twelfth of their salary in accordance with the *Annual Holidays Act 1944*.

3.6.3 Provided that the minimum start for any casual teacher shall be three continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.

3.6.4 Provided that casual teachers who are engaged for more than six hours and up to 7.6 hours shall be paid the full daily rate.

3.6.5 Bereavement Leave

- (i) Subject to the evidentiary and notice requirements in subclause 8.5.1.2 and 8.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 8.5.1.3.2 of clause 8.5 Personal/Carer's Leave.
- (ii) The employer and the casual teacher shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual teacher are otherwise not affected.

3.6.6 Personal/Carer's leave

- (i) Subject to the evidentiary and notice requirements in subclause 8.5.1.2 and 8.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 8.5.1.3.2 of clause 8.5 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual teacher are otherwise not affected.

3.7 Reclassification

3.7.1 Where a three year trained teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in Clause 2, Dictionary, the teacher shall be transferred to the salary step on the higher salary scale determined by the teacher's years of service on the scale.

3.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 3.6.1, the date of the transfer shall be the date of completion of formal course requirements, provided that the teacher advises the employer of the date of such completion within one month of that date. Otherwise the date transfer shall be one month prior to the date on which such advice was furnished by the teacher to the employer.

3.8 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 any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

3.8.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to 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.

3.8.2 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.

3.8.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

3.8.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

3.8.3.2 any administrative fees.

3.8.4 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:

3.8.4.1 Superannuation Guarantee Contributions;

3.8.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

3.8.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

4. Hours of Work

4.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week between the hours of 6.00am to 7.00pm Monday to Friday to be worked by one of the following methods:

4.1.1 A teacher working in shifts of no more than eight hours duration.

4.1.1.1 A teacher shall accrue 0.4 of one hour for eight hours duty on each day of attendance to a maximum of one (1) paid rostered day off (RDO) in each 20 days of service. RDOs are to be taken during TAFE breaks where possible. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.

4.1.1.2 Each day of paid leave taken pursuant to this Award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.

4.1.1.3 A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken at the rate of pay effective on the date of termination.

- 4.1.1.4 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 a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.
- 4.1.2 A teacher working in shifts of more than eight ordinary hours on one or more days during the work cycle.
- 4.1.2.1 A teacher may work three 10 hour shifts and one eight hour shift per week; or
- 4.1.2.2 four 9.5 hour shifts per week; or
- 4.1.2.3 any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.

If the teacher works a shift longer than eight hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

4.1.3 Method of Implementation

Subject to paragraphs 4.1.1 and 4.1.2, the method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the institute manager in charge of the centre:

- 4.1.3.1 19-day month - the teacher may accrue one workday in each 20 days of service as a rostered day off (to be taken during TAFE breaks where possible).
- 4.1.3.2 Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.
- 4.1.3.3 The teacher may work more than eight hours on one or more days of the work cycle.

The institute manager in charge of the centre shall make the final determination of the method of implementing the 38 hour week.

4.1.4 Part-time, Casual and Temporary Teachers:

- 4.1.4.1 Part-time teachers - A part-time teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:
- 4.1.4.1.1 accrue rostered days off in accordance with paragraph 4.1.1 if a part-time teacher's hours are spread over five days of a week; or
- 4.1.4.1.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- 4.1.4.2 Casual teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- 4.1.4.3 Temporary teachers - A full-time temporary teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:
- 4.1.4.3.1 accrue rostered days in accordance with paragraph 4.1.1; or
- 4.1.4.3.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

4.1.5 Rostering

4.1.5.1 A teacher shall be advised by the institute manager in charge of the centre at least four weeks in advance of the day or days on which the teacher is to be rostered off duty.

4.1.5.2 An individual teacher may, with the agreement of the institute manager in charge of the centre, substitute the day the teacher is rostered off duty for another day.

5. Non Contact Time

5.1 Both the employer and the Teachers Federation recognise that all teachers and directors should be relieved from face to face duties in order to perform programming, record keeping, liaison with parents and outside agencies and administration duties.

5.1.1 Directors Administration Time

Full time directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.

5.1.2 Full Time Teachers Non Contact Time

Teachers shall receive a minimum of 2 hours per week of non contact time.

5.1.3 Provided that directors or teachers who now receive non contact time in excess of this shall not have this time reduced as a result of the making of this Award.

5.1.4 Non contact time for part time teacher and directors shall be in that proportion to which the teacher or directors working hours bear to the number of working hours which a full time teacher or director at the centre is normally required to work.

6. Shift Work

6.1 For the purposes only of calculating the loadings provided for in this clause:

6.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;

6.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 6.1.1, by ten;

6.1.3 the rate of pay for a casual teacher shall be calculated in accordance with subclause 3.6.

6.2 In addition to the weekly or daily rate of salary provided for in clause 3, a loading shall be payable to a teacher required to perform shift work as follows:

6.2.1 early morning shift - 10 per cent;

6.2.2 afternoon shift - 15 per cent;

6.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;

6.2.4 night shift, non rotating - 30 per cent.

6.3 Where a teacher is required to work on a Saturday, Sunday or a public holiday, they will be paid for each such day or shift worked on the following basis:

6.3.1 Saturday - at one and a half times the daily rate of pay.

6.3.2 Sunday - at double the daily rate of pay.

6.3.3 Public holidays - at two and a half times the daily rate of pay.

6.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 6.2.

7. Public Holidays

7.1 The following days shall be holidays for the purposes of this Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day. All days proclaimed as public holidays for the state shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

8. Leave

8.1 Annual Recreation Leave -

8.1.1 All teachers, other than casual teachers, will be entitled to a minimum of 20 days recreation leave per annum, or pro rata where employed for periods of less than the equivalent full-time.

8.1.2 All recreation leave is to be taken during TAFE non-teaching and vacation periods where possible.

8.2 Annual Leave Loading - All teachers, other than casual teachers, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause 8.1, for each 12 months of service, or pro rata on the basis of the staff member's ordinary salary rate.

8.3 Sick Leave -

8.3.1 All full-time teachers shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.

8.3.2 The sick leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

8.3.3 A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.

8.3.4 Special sick leave shall be available in line with TAFE policy.

8.4 Family and Community Service Leave -

8.4.1 The maximum amount of family and community service leave that may be granted for full-time teachers is:

8.4.1.1 during the first 12 months of service - 2.5 working days;

8.4.1.2 after completion of 12 months of service - five working days in any two-year period; or

8.4.1.3 one working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.

8.4.2 The family and community service leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

8.5 Personal/Carer's Leave -

8.5.1 Use of Sick Leave

- 8.5.1.1 A teacher, other than a casual teacher, with responsibilities in relation to a class of person as set out in subparagraph 8.5.1.3.2 who needs the teacher's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 8.3, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 8.5.1.2 The teacher shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, a teacher must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 8.5.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 8.5.1.3.1 the teacher being responsible for the care of the person concerned; and
- 8.5.1.3.2 the person concerned being:
- (a) a spouse of the teacher; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or de facto spouse of the teacher; or
 - (d) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
 - (e) a relative of the teacher who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- 8.5.1.4 A teacher 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.5.2 Unpaid Leave for Family Purpose -

- 8.5.2.1 A teacher 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 as set out in subparagraph 8.5.1.3.2, who is ill.

8.5.3 Annual Leave -

- 8.5.3.1 A teacher may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- 8.5.3.2 Access to annual leave, as prescribed in subparagraph 8.5.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 8.5.3.3 A teacher and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 8.5.3.4 A teacher may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

8.5.4 Make-up Time -

- 8.5.4.1 A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher 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.
- 8.5.4.2 A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher 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.

8.5.5 Rostered Days Off -

- 8.5.5.1 A teacher may elect, with the consent of the employer, to take a rostered day off at any time.
- 8.5.5.2 A teacher may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- 8.5.5.3 A teacher 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 teacher, or subject to reasonable notice by the teacher or the employer.
- 8.5.5.4 This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

8.5.6 Bereavement Leave -

- 8.5.6.1 A teacher, other than a casual teacher, shall be entitled to up to two days bereavement leave, without deduction of pay, on each occasion of the death of a person prescribed in subparagraph 8.5.6.3.
- 8.5.6.2 The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.

- 8.5.6.3 Bereavement leave shall be available to the teacher in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 8.5.1.3.2; provided that, for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.
- 8.5.6.4 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.
- 8.5.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 8.5.1, 8.5.2, 8.5.3, 8.5.4, 8.5.5 and 8.5.7. In determining such a request, the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

9. Overtime and Time Off in Lieu of Payment for Overtime

9.1 Overtime

- 9.1.1 Subject to 9.1.2 and 9.1.3, all hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 4 Hours of Work, including where a teacher is required to stay back to supervise children who have not been picked up or to cover related emergency situations including 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.
- 9.1.2 Notwithstanding 9.1.1, teachers may be required to attend out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children without any payment being due.
- 9.1.3 Teachers, other than casual teachers, shall be allowed three days paid compensatory leave per annum, in lieu of attendance at out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children. This compensatory leave shall be granted and taken on a day or days determined by the director or line manager and be mutually convenient.

9.2 Time Off in Lieu of Payment for Overtime

- 9.2.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 9.2.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 9.2.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 9.2.4 Where an election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with 9.1.1 of this Award.

10. Job Share

- 10.1 Job share is a five-day full-time position which is shared by two teachers, working a predetermined number of full days each per week.
- 10.2 Job share is only available to early childhood teachers, not early childhood directors.
- 10.3 Procedures for implementing job share:

- 10.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:
- 10.3.1.1 reasons;
 - 10.3.1.2 benefits to the centre;
 - 10.3.1.3 strategies for the management of job share;
 - 10.3.1.4 nominated days of work.
- 10.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:
- 10.3.2.1 advantages/disadvantages of proposal;
 - 10.3.2.2 strategies for communication between job share teachers;
 - 10.3.2.3 strategies for communication with other staff members;
 - 10.3.2.4 attendance at parent meetings and preparation of written reports;
 - 10.3.2.5 attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;
 - 10.3.2.6 curriculum and programming issues.
 - 10.3.2.7 The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.
- 10.3.3 If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant institute human resources manager with a recommendation from the director.
- 10.3.4 The human resources manager will confirm, in writing, whether the proposal is approved or not.
- 10.3.5 If job share is approved, the second position is advertised and both positions will become permanent part-time.
- 10.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 10.3.2 will be discussed at a full staff meeting.
- 10.3.7 In the event that the job share proposal is not approved, the staff member concerned has the right to invoke the dispute resolution procedure as set out in clause 14, Dispute Resolution Procedure.
- 10.4 The employer reserves the right to:
- 10.4.1 view each situation on an individual basis;
 - 10.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE children's centres who are able to job share;
 - 10.4.3 determine the number of job share positions in each centre.
- 10.5 Absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.
- 10.5.1 Payment for such vacancies will be according to clause 3, Salaries and Allowances.

10.6 Resignations - In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:

10.6.1 the remaining part-time teacher may be offered the option of a full-time position;

10.6.2 another permanent staff member, including a part-time teacher, may transfer to the job share position;

10.6.3 if neither of the above occurs, then the part-time position will be advertised.

11. Duties of Teachers

11.1 The normal duties of teachers shall include the usual duties performed in attendance at a centre as well as the usual planning, resourcing and extracurricular activities associated with a centre, including attendance at parent and committee management meetings.

11.2 A director shall, in addition to subclause 11.1, have responsibility for the supervision of employees and the security and maintenance of a centre.

12. Crib Breaks

12.1 A teacher shall be entitled to 30 consecutive minutes crib break within the centre.

12.2 Where a meal is taken at the centre, it shall be counted as time worked. A teacher is not to be required to work for more than five hours without being given the opportunity to take a crib break.

13. First-Aid Certificate

13.1 Teachers, other than casual teachers, will be required to obtain and maintain a first-aid certificate under the following conditions:

13.1.1 Teachers in the first six months of employment will be required to have or to obtain a "Care for Kids" qualification or an approved senior first-aid certificate.

13.1.2 Teachers will be required to maintain the currency of their first-aid certification.

13.1.3 Teachers will be granted paid leave to attend a first-aid course or, when the teacher attends the course in their own time, the teacher will receive time in lieu at ordinary rates for course attendance time.

14. Dispute Resolution Procedures

14.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Award, by measures based on consultation, cooperation and negotiation.

14.2 Without prejudice to either party, the parties to this Award shall ensure the continuation of work in accordance with this Award and custom and practice in TAFE children's centres.

14.2.1 In the event of any matter arising under this Award which is of concern or interest, the teacher shall discuss the matter with the appropriate supervisor.

14.2.2 If the matter is not resolved at this level, the teacher may refer the matter to the union, which will discuss the matter with the appropriate supervisor.

14.2.3 If the matter remains unresolved, it shall be referred to the General Secretary of the union or nominee and the institute director or nominee for discussion and appropriate action.

14.2.4 If the matter cannot be resolved at this level, it may be referred to the Industrial Relations Commission of New South Wales.

- 14.3 Nothing contained in this procedure shall prevent the General Secretary of the union or nominee and the Deputy Director-General, Workforce Management and Systems Improvement/institute director or nominee from entering into negotiations at any level, either at the request of a member or on their own initiative, in respect of matters in dispute should such action be conducive to achieving resolution of the dispute.

15. Anti-Discrimination

- 15.1 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.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It 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.
- 15.3 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.
- 15.4 Nothing in this clause is to be taken to affect:
- 15.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 15.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 15.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 15.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 15.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

16. Deduction of Union Membership Fees

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

- 16.4 Monies so deducted from employee's pay shall be forwarded regularly to the union, together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Secure Employment Test Case - OH&S Obligations

- i. For the purposes of this clause, the following definitions shall apply:
 1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- ii. If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
 1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- iii. Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- iv. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- v. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

18. Area, Incidence and Duration

- 18.1 This Award shall apply to all early childhood teachers and early childhood directors as defined in clause 2, Dictionary, employed in TAFE children's centres.
- 18.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Award 2005 published 2 June 2006 (359 I.G. 458), as varied.
- 18.3 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 6 November 2008.
- 18.4 This award remains in force until varied or rescinded, the period for which it was made having already expired..

PART B**MONETARY RATES****Table 1 - Early Childhood Teachers - Salaries**

The following minimum annual salaries shall apply with effect from the beginning of the first pay period commencing on or after the date specified in each column

Three Year Trained Teachers	1 July 2004 \$	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Step 1	39,725	41,711	43,588	45,332
Step 2	41,749	43,836	45,809	47,641
Step 3	43,931	46,128	48,204	50,132
Step 4	45,946	48,243	50,414	52,431
Step 5	48,038	50,440	52,710	54,818
Step 6	50,363	52,881	55,261	57,471
Step 7	51,630	54,212	56,652	58,918
Step 8	52,884	55,528	58,027	60,348
Step 9	54,991	57,741	60,339	62,753
Step 10	57,188	60,047	62,749	65,259
Step 11	58,729	61,665	64,440	67,018
Four Year Trained Teachers	1 July 2004 \$	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Step 1	42,242	44,354	46,350	48,204
Step 2	44,860	47,103	49,223	51,192
Step 3	47,381	49,750	51,989	54,069
Step 4	50,177	52,686	55,057	57,259
Step 5	52,780	55,419	57,913	60,230
Step 6	54,991	57,741	60,339	62,753
Step 7	57,188	60,047	62,749	65,259
Step 8	59,666	62,649	65,468	68,087
Step 9	62,051	65,154	68,086	70,809

Table 2 - Early Childhood Directors - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 July 2004 Per annum \$	22 August 2005 10% Per annum \$	22 August 2006 10% Per annum \$	22 August 2007 10% Per annum \$
1 to 6 employees	6,254	6,879	7,567	8,324
7 to 12 employees	7,566	8,323	9,155	10,071
13 to 16 employees	9,212	10,133	11,146	12,261
17 or more employees	10,002	11,002	12,102	13,312

Table 3 - Teacher in Charge - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 July 2004 Per annum \$	22 August 2005 10% Per annum \$	22 August 2006 10% Per annum \$	22 August 2007 10% Per annum \$
1 to 6 employees	3,128	3,441	3,785	4,164
7 to 12 employees	3,783	4,161	4,577	5,035
13 to 16 employees	4,605	5,066	5,573	6,130
17 or more Employees	5,002	5,502	6,052	6,657

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 695 of 2008)

Before Commissioner McKenna

23 January 2009

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
7.	Overtime
14.	Superannuation
9.	Leave
2.	Definitions
4.	Expenses and Allowances
10.	Consultative Committee
5.	Salary Packaging
8.	Award Holidays
11.	Grievance and Dispute Procedures
6.	Hours of Work
3.	Rates of Pay
13.	Workplace Change and Redundancy
1.	Statement of Intent
12.	Occupational Health and Safety
15.	Savings & Transitional Arrangements
16.	Area, Incidence and Duration

PART B

Annexure - 1

Table 1 - Monetary Rates Per Week

Table 2 - Allowances

Annexure - 2

1. Statement of Intent

- 1.1 It is the intention of the parties that both the "Goldenfields Water County Council Enterprise Award 2004" and the "Local Government (State) Award 2007", shall apply to all non-contract employees of Goldenfields Water County Council.
- 1.2 The Goldenfields Water County Council Enterprise Award 2004 ("this Award") shall prevail over the provisions of the Local Government (State) Award 2007 ("the State Award") to the extent of any inconsistencies. Where this award is silent in respect to provisions contained in the State Award, the provisions of the State Award shall apply.

1.3 The agreed objectives of this Award are:

Co-operation between Council and Employees to achieve:

Management Plan objectives and strategies;

Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;

Early fault detection and efficient repair methods;

Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;

Action to reduce operating and maintenance costs; and

Responsibility in environmental matters.

2. Definitions

- 2.1 "Association" means - the Shires Association of New South Wales.
- 2.2 "Council" means - Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the *Local Government Act 1993*.
- 2.3 "State Award" means - the New South Wales Local Government (State) Award 2007 as may be varied and/or replaced from time to time.
- 2.4 "Union" means - the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Electrical Trades Union (N.S.W.) of Australia and Local Government Engineers Association.

3. Rates of Pay

- 3.1 Council shall introduce a salary system to complement the skills-based structure and rates of pay of the State Award.
- 3.2 The actual weekly rates of pay applying to all non-contract employees of Goldenfields Water County Council are set out in Table 1, of Part B, of this award (i.e. the rates applicable under the Council's salary system).
- 3.3 The actual weekly rates of pay applying to all non-contract employees of Goldenfields Water County Council set out in Table 1 of Part B of this award (i.e. the rates applicable under council's salary system) shall be increased as follows:
- on the first full pay period commencing on or after 1 October 2007, by 4%; and
 - on the first full pay period commencing on or after 1 November 2008, by 4%.
- 3.4 At the cessation of this Award on 31 October 2007, the parties agree that increases in weekly rates of pay under the State Award shall be automatically incorporated into Council's Salary System and will have the same operative date as the State Award increases (such increases are not to be absorbed into Council's salary system). It is acknowledged that these increases represent the minimum increases to be awarded at the enterprise level and that the Union(s) may seek to negotiate over Award payments once this award has expired.
- 3.5 Increases in rates of pay under the State Award and increases arising under State Wage Case decisions may be absorbed into enterprise increases granted since 29 May 1991 provided that the following increases shall not be absorbed:

- (a) placement or progression within the council's salary system;
 - (b) increases in hours of work: and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- 3.6 The current weekly rate of pay of an employee for the purposes of the *Workers Compensations Act* 1987, shall be the rate paid to the employee under the salary system.

4. Expenses and Allowances

4.1 Telephones

An employee who is required to have a telephone at their home for Council purposes shall be compensated as follows:

4.1.1 Reimbursed the annual rental fees and charges plus either:

an allowance of \$5.00 per week for the cost of calls in connection with Council's business, or
in the event of the actual cost of outgoing calls made in connection with Council's business being, for any particular week, demonstrated to exceed \$5.00, the actual cost of such calls;

Or alternatively, at the discretion of the Council:

4.1.2 Where required, a mobile telephone will be provided by Council with all associated business usage costs including rental, message bank, etc. being met by Council. Private usage of the phone will be charged to the employee at the applicable Council plan rate.

4.2 Living Away from Home

4.2.1 Accommodation

An employee required to work at a distance from the employee's usual residence, and who is required to remain at the location overnight shall be provided with accommodation of at least an NRMA rating of three stars in single accommodation, or if such standard of accommodation is not available, other accommodation as may be agreed to between Council and the affected employee/s, and a monetary compensation will be paid to the employee/s which will be the difference between the nearest three star accommodation and the actual accommodation provided.

4.2.2 Incidentals

In addition to 4.2.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home. This shall include but not be limited to reasonable costs incurred for carer's responsibilities such as:

Child Care - After school care

Relative's costs to provide assistance due to the spouse's absence.

5. Salary Packaging

Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Goldenfields Water.

Benefit options available under the Salary Packaging Scheme will be determined and reviewed from time to time by Golden Fields Water and can include 100% private vehicle use, motor vehicles, lap-top computers, superannuation as per Clause 11 of the Local Government (State) Award 2007.

6. Hours of Work

6.1 General

6.1.1 Spread of Hours

Council and its employees agree that the following fundamental objectives shall be considered in determining how an employee's working hours are to be structured under this Award:

the most efficient means of delivery of services;

the most effective way of servicing the customer; and

the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

Except as otherwise provided for in Clause 6.2, Shift Work, the ordinary hours for all employees shall be 38 hours per week, worked between 6:00a.m. and 6:00p.m., Monday to Friday.

6.1.2 Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be determined by Council in consultation with the employees concerned.

6.1.3 Ordinary Hours of Work

6.1.3.1 Unless otherwise agreed to by Council following application from an employee (with such agreement being, inter alia, dependent on any alternative arrangement having no adverse effect on Council's operations) the ordinary hours of work for all employees shall be seventy six per fortnight, to be worked on nine weekdays in any two week cycle.

Management will, in conjunction with the employees concerned, arrange rosters which will ensure that both Council and employees are able to derive maximum benefit from rostered days off; and to ensure that conflicts between rostered days and public holidays do not occur. It is, however, acknowledged that, in order to meet anticipated customer service commitments and minimum staffing levels, it may not always be possible to schedule all rostered days for all employees on Mondays or Fridays; and that there may be occasions when Council will seek to negotiate and implement mutually acceptable arrangements with individual employees for an alternative day off during a particular period.

6.1.3.2 Employees, either at Council's request or on their own request and with the approval of Council, may defer up to two rostered days off per annum. Such deferred days shall be added to and taken from the employee's annual leave.

Alternatively where, at Council's request and with the concurrence of the employee concerned, an employee works on a rostered day off, such employee may elect to be paid for such day in lieu of its deferral. Payment for any "rostered day off" worked in accordance with this subclause shall be made at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement following such payment.

6.1.3.3 Employees called out to perform duties either in their capacity as an on call officer or just as a call-out and require a ten hour break on the following day, and the

following day is an RDO, then the employee/s shall have the right to defer their RDO to another mutually agreed time.

6.2 Water Treatment Plant Work

6.2.1 Jugiong Plant - Existing Employees

The following provisions shall apply, on a "Present Occupant Only" basis, to the two employees currently employed on a Shift Work basis at the Jugiong Water Treatment Plant. In the event of either of the two positions becoming vacant, it is agreed that any new Shift and/or Weekend Work arrangements which may be required at that time may, if not covered by provisions elsewhere in this Award, be subject to alternative provisions to be negotiated at such time.

6.2.1.1 Shift Work

- 6.2.1.1.1 Shift workers are required to work a five plus four day, two shift system, spread over nine weekdays and, except as provided hereunder, generally in accordance with the provisions of Clause 6.1.
- 6.2.1.1.2 The ordinary working hours of such employees shall not exceed 76 hours in any 14 consecutive days.
- 6.2.1.1.3 A shift allowance of 15% of the ordinary daily rate of pay shall be paid to shift workers provided for in this subclause for work on any shift which starts or finishes outside the times of 7:00 am and 5:00 pm.
- 6.2.1.1.4 The method of working shifts may in any case be varied by agreement between the Council and the affected employee(s) to meet the circumstances of the establishment. The times of commencing and finishing shifts may be varied by agreement between the Council and such employees to meet the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the Council to the affected employee(s).
- 6.2.1.1.5 In agreement with their Supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed, provided there is no disruption to normal Plant operations.
- 6.2.1.1.6 The shift roster is to commence on a weekday for a seven day period, of which the ordinary weekdays will be worked on a shift work basis and weekend days (and any public holidays) shall be worked and paid for in accordance with subclause 6.2.1.2 hereunder. Employees will continue to rotate duties between "operation" and "maintenance" each alternate week.

6.2.1.2 Weekend Work

- 6.2.1.2.1 An employee required to undertake pre-arranged duties at the Plant on Saturdays, Sundays and/or Award Holidays will be paid the amount set out in the Annexure to this Award for each day so worked, with such payment being inclusive of payment for the first four hours of overtime work performed during each rostered day. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.
- 6.2.1.2.2 Normal overtime penalty rates will accrue after four hours of work performed on any such Saturday, Sunday or Award Holiday.

6.2.1.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted one day additional annual leave.

6.2.1.3 Meal Times - Shift Workers

Shift workers shall be allowed, in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly.

6.2.1.4 Overtime Meal Breaks - Shift Work

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

6.2.2 Pre-Arranged And Emergent Work (All Plants)

The following provisions shall apply to employees other than those to whom Clause 6.2.1 above applies, whether usually engaged on a "shift work" or "normal hours" basis; whose place of residence (whether or not it is supplied by Council) is within 400 metres of a major Water Supply Headworks and/or Treatment Facility (i.e. Oura or Jugiong) and who are required to undertake pre-arranged overtime duties at such Facility.

6.2.2.1 An employee required to undertake pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental duties outside working hours throughout the week, will be paid the amount set out in the Annexure to this Award for each week so worked, with such payment being inclusive of payment for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

6.2.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.

6.2.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted one day additional annual leave.

6.2.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 7.2 of this Award; and the provisions of Clause 6.2.2 are specifically excluded from any application under this Clause.

6.2.2.5 In the event of Council requiring an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (7.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

7. Overtime

7.1 General

7.1.1 It shall be a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.

7.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with the State Award.

7.2 On Call

7.2.1 An employee is "On Call" if Council requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The On Call period will commence on a weekday for a seven day period. No employee will be required to participate in an On Call roster for any more than seven weeks in any thirteen week period.

On Call work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

7.2.2 An On Call employee must be able to be contacted and commence duty in response to a call out within fifteen minutes.

7.2.3 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first four hours of call out work performed during each rostered period. These four hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday and Award Holidays.

7.2.4 Normal overtime penalty rates will accrue after four hours of work performed during the On Call period.

7.2.5 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.

7.2.6 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of actions and prior to the resumption of normal work.

7.3 Duty Officer

7.3.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, for the purpose of being the principal point of contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. No employee will be required to participate in a duty roster for any more than seven weeks in any thirteen week period.

7.3.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

7.3.3 A Duty Officer must be able to be contacted at all times while on roster.

7.3.4 An employee required to perform the role of Duty Officer will, except to the extent that an annualised amount has been incorporated into the ordinary pay of an individual employee prior to the making of this Award (in which case such individual employee shall retain such arrangement on a "present occupant only" basis), be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:

any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and

any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.

7.3.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.

- 7.3.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.
- 7.3.7 When a Duty Officer has performed substantial evening or overnight duties a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.
- 7.4 Duty Officer - "Second Call"
- 7.4.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 7.3 above; with the exception of Clause 7.3.5.
- 7.4.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

8. Award Holidays

All Holidays prescribed under Clause 18 of the State Award shall apply to employees of Council.

It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the area of such local proclamation.

9. Leave

In addition to the Provisions of the State Award, the following supplementary Leave Provisions shall apply to employees of Council.

9.1 Sick Leave

- 9.1.1 Sick leave credits shall accrue annually from July 01, 1997 on the following basis:

Employees with less than ten years service with Goldenfields Water County Council since July 01, 1997 - fifteen days,

Employees with more than ten years service with Goldenfields Water County Council since July 01, 1997 - eighteen days,

- 9.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.

9.1.3 Illness During Annual and Long Service Leave

If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:

Re-crediting the number of annual or long service leave days shown in the medical evidence, and

Debiting the employee's sick leave balance by the corresponding number of days.

9.2 Long Service Leave

9.2.1 Rate of Accrual

Except as otherwise provided in this Clause, employees shall accrue and Council shall credit each employee long service leave on ordinary pay after each period of continuous service with Goldenfields Water County Council on the following basis:

On completion of five years service, 6.5 weeks

On completion of ten years service, a further 6.5 weeks

After completion of each of the eleventh to fifteenth years, 1.7 weeks per year

After completion of each of the sixteenth to twentieth years, 2.7 weeks per year

After completion of each subsequent year, 2.6 weeks per year

9.2.2 Termination of Service

Where an employee has completed more than five years service and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to ten years; and thereafter at the annual rates stipulated in Clause 9.2.1 above; shall be paid to such employee on termination.

9.2.3 Continuous Service shall be the period from the date of commencement to the date of termination of employment and shall include:

9.2.3.1 All approved paid leave

9.2.3.2 Subject also to subclauses 9.2.4, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Goldenfields Water County Council on or after July 01, 1997.

9.2.3.3 Employment as a part-time employee

9.2.3.4 Service with any other Government Department or Local Government Body shall be service for the purpose of long service leave accrual under this Award provided that:

the former employer pays to Council the monetary value of the long service leave which the employee has accrued at the time of transfer, and

the period between cessation of service with the former employer and appointment to the service of Goldenfields Water County Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, and

the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with the former employer and appointment to the service of Goldenfields Water County Council.

9.2.3.5 Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Council, its predecessors or a Local Government Council in New South Wales at the time of commencing the service.

9.2.4 For those employees whose continuous service, as defined at Clause 9.2.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Goldenfields Water County Council, Council shall credit each employee long service leave on ordinary pay as follows:

9.2.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

9.2.4.2 For that period of service with Goldenfields Water County Council; at the amount of leave prescribed at Clause 9.2.1 of this Award.

9.3 Jury Service Leave

An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

9.4 Bereavement Leave

In addition to the provisions of the State Award, an employee shall be entitled to leave with pay in respect of part of any unworked day upon notification of death.

9.5 Emergency Service Leave

9.5.1 Council recognises the valuable contribution which emergency service volunteers make to the community, whether they are working within Goldenfields' Service Area or elsewhere. Equally, employees recognise that Council's operations may, at times, provide essential support in the management of a particular emergency; and that certain employees may not be able to be released from duty by Council without jeopardising Council's ability to maintain such essential support.

9.5.2 Council will grant additional amounts of annual leave on full ordinary pay, of up to one week per annum, or such greater amount in any specific case as may be deemed to be warranted, to enable any registered volunteer attached to an Emergency Service Organisation which is recognised by the New South Wales Government to assist such Organisation in its participation in an actual emergency situation (whether or not such situation is actually subject to a disaster declaration by the relevant Government Authority) and, if necessary, to recuperate following such participation.

9.5.3 The granting of such leave shall be subject to the following:

The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.

The subsequent submission of appropriate certification of participation in a particular emergency situation in response to a call out by the Organisation to which they belong; with such certification being issued by an Officer of the relevant Emergency Service Organisation who holds a rank superior to the released employee and is responsible for the activities of the employee in the provision of services by the Organisation.

10. Consultative Committee

10.1 The size and composition of the Consultative Committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions listed in subclause 2.4.

10.2 Employees shall nominate employee representatives on the Consultative Committee.

11. Grievance and Dispute Procedures

- 11.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative and the Council represented by the Shires' Association.
- 11.2 The union delegate shall have reasonable opportunity to discuss disputes with management.
- 11.3 A grievance or dispute shall be dealt with as follows:
- 11.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
- 11.3.2 A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- 11.3.3 If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
- 11.3.4 If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- 11.3.5 Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.
- 11.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 11.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

12. Occupational Health and Safety

- 12.1 All safety equipment and compulsory uniforms will be provided by Council free of charge and be replaced on the basis of fair wear and tear.
- 12.2 Council will provide all employees required to work outdoors in wet weather with suitable wet weather clothing. Council further undertakes to provide gainful employment for staff at all times; and guarantees that no employee will be stood down as a result of inclement weather.
- 12.3 Council and Employees recognise the sparsity of development and settlement across much of Council's area of operations, and the importance of maintaining appropriate levels of monitoring and/or communication as a key component of Council's obligations in ensuring that its Occupational Health and Safety obligations are met.

Accordingly, it is agreed that the parties will continue to cooperate in maintaining and improving all available levels of contact and/or communication, particularly involving employees working in remote areas; and noted that such may include some forms of satellite, radio, mobile telephone and/or other electronic surveillance.

It is, however, further agreed that any surveillance or similar system will primarily be directed at maintaining employee safety and security whilst continuing to provide high levels of customer service; and that any relationship between any such system (should it be introduced) and any disciplinary procedures will, should it ever occur, only be incidental in nature.

Furthermore, Council accepts that the introduction of radical new technology to give effect to the above concepts will need to be managed appropriately, and undertakes to, in conjunction with the relevant unions, establish appropriate policies and procedures prior to such implementation.

13. Workplace Change and Redundancy

In the event of an employee's service being terminated due to redundancy, Severance Pay shall be calculated on the basis of the following:

Completed Years Of Service With Council	Entitlement
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay

Completed Years Of Service With Council	Entitlement
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay
Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay for each year of service, with no maximum

14. Superannuation

Subject to the provisions of the *Industrial Relations Act* 1996, Council shall make superannuation contributions to any current employees nominated Superannuation Fund as at the commencement of this Award. For any new employees clause 12 of the Local Government (State) Award 2007 shall apply.

15. Savings and Transitional Arrangements

15.1 No Net Detriment or Reduction in Ordinary Rate of Pay

No employee shall suffer a net detriment as a result of implementation of this Award nor shall an employee suffer a reduction in their ordinary rate of pay as a result of any transfer to Council's salary system.

15.2 Commuted Overtime

The practice of commuted overtime by way of a salary loading will continue for employees currently receiving this benefit for the duration of their employment with Council or until such practice is ceased by mutual agreement.

15.3 Salary System Implementation

In the event that, at the date of Approval of this Award, there remain any incomplete placements or movements in Council's Salary System, such placements and/or movements shall be completed and retrospective payments made at the appropriate rates of pay back to the date on which such placement or movement is agreed to take effect.

16. Area, Incidence and Duration

16.1 This Award shall apply to Goldenfields Water County Council (elsewhere referred to as "Council") and all employees except the General Manager.

16.2 This Award, together with the State Award, governs employment, wages and conditions of the employees and supersedes the provisions of any Award or Agreement that previously applied to any employees of Council.

- 16.3 In the event of any inconsistent terms or conditions existing between the State Award and this Award, this Award shall at all times prevail; however, in the absence of any particular terms or conditions in this Award, the provisions of the State Award shall apply.
- 16.4 The parties to this Award are The Shires Association of New South Wales; Goldenfields Water County Council; the New South Wales Local Government, Clerical, Administrative, Energy, Airlies & Utilities Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and the Electrical Trades Union (N.S.W.) of Australia; Local Government Engineers Association.
- 16.5 The parties agree to commence negotiations for a replacement Enterprise Award no later than six months prior to the nominal expiry date of this Award.
- 16.6 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Goldenfields Water County Council Enterprise Award 2004 published 29 July 2005 (352 I.G. 955), as varied. First increase provided by this Award has been administrative paid by Goldenfields Water from 1 November 2004.
- 16.7 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 23 January 2009.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

ANNEXURE 1

Table. 1- Monetary Rates Per Week

Band	Rate per Week \$				
	First Pay Period after 01 November 2004 \$	First Pay Period after 01 November 2005 \$	First Pay Period after 01 November 2006 \$	First Pay Period after 01 October 2007 \$	First Pay Period after 01 November 2008 \$
Operational Band, Level 1 (Note: "T" stands for Trainee)					
T1 at 15 years of age	270.00	279.50	287.80	305.00	317.20
T2 at 16 years of age or School Certificate	337.00	348.70	359.20	380.80	396.00
T3 at 17 years of age	396.60	410.40	422.80	448.00	465.90
T4 at 18 years of age or over or HSC	463.60	479.80	494.20	523.80	544.80
T5	530.70	549.30	565.80	599.80	623.80
T6	573.10	593.20	610.90	645.40	671.20
T7	601.30	622.30	641.00	675.60	702.60
T8	630.30	652.40	672.00	707.00	735.30
T9	659.30	682.40	702.90	738.40	767.90
T10	689.30	713.40	734.90	764.90	795.50
Operational Band, Level 2	544.00	564.10	583.20	615.30	639.90
Operational Band, Level 3	596.80	617.70	636.80	670.80	697.60
Operational Band, Level 4	666.70	690.00	710.70	746.30	776.20
Administrative/Technical/Trades Band, Level 1	659.30	682.40	702.90	738.40	767.90

Administrative/Technical/Trades Band, Level 2	756.10	782.50	806.00	838.20	871.70
Administrative/Technical/Trades Band, Level 3	904.90	936.60	964.70	1003.30	1043.40
Professional/Specialist Band, Level 1	756.10	782.50	806.00	838.20	871.70
Professional/Specialist Band, Level 2	904.90	936.60	964.70	1003.30	1043.40
Professional/Specialist Band, Level 3	1053.70	1090.60	1123.40	1168.30	1215.00
Professional/Specialist Band, Level 4	1277.40	1322.10	1361.80	1416.30	1473.00
Executive Band, Level 1	1202.70	1244.80	1282.20	1333.50	1386.80
Executive Band, Level 2	1500.70	1553.20	1599.90		
Executive Band, Level 3	1872.90	1938.40	1996.60		
Executive Band, Level 4	2245.00	2323.60	2393.30		

Table 2 - Allowances

Band	Rate				
	First Pay Period after 01 November 2004	First Pay Period after 01 November 2005	First Pay Period after 01 November 2006	First Pay Period after 01 October 2007	First Pay Period after 01 November 2008
Part 1 - Allowances Specifically Provided for in this Award					
Weekend Work (Existing Employees - Jugiong Treatment Plant) (Clause 6.2.1.2.1)	171.50	177.50	182.80	190.10	197.70
Pre-Arranged & Emergent Work (Water Treatment Plants) (Clause 6.2.2)	171.50	177.50	182.80	190.10	197.70
On Call (Clause 7.2)	266.10	275.40	283.70	295.00	306.80
Duty Officer (Clause 7.3)	425.70	440.60	453.80	472.00	490.90
Duty Officer - "Second Call" (Clause 7.4)	33.30	34.50	35.50	36.90	38.40
The following is provided for information only It is current at the date of approval of this award but will vary in the event of any state award increases in such allowances					
Part 2 - Allowances Pursuant to State Award with relevance to Employees of this Council (All other Allowances under State Award do, however, apply if appropriate, unless supplanted by the above allowances specific to this Award)					
Disability Allowance - per hour	0.28	0.29	0.29	0.30	0.31
State Award Clause 13(i)(a)					
Tool Allowance (per week)	22.10	22.10	22.10	24.20	24.70 (from 8 July 2008)
State Award Clause 13 (v)(a)					

Meal Allowance (per meal)	8.10	8.40	8.70	9.00	9.40
State Award Clause 13 (xii)					
Community Language Allowance (per week)	15.10	15.60	16.10	16.60	17.10
State Award Clause 13(xi)(a)					
First Aid Allowance (per week) - (if not paid for in accordance with Salary System) State Award Clause 13 (xi)(b)	10.10	10.50	10.80	11.10	11.50

ANNEXURE 2

Pay Increases On Approval Of 2004 Award

(Note: Council's Salary System as referred to hereunder is current at the time of Approval of this Award, but does not form part of this Award; and may be varied or modified at any future time, subject to such variation or modification being in accordance with the provisions of this Award, the State Award, and/or other applicable Law.)

Band	Level	Council Salary System Grade	Weekly Rate (From State Award effective Nov 2003) \$	GWCC Award Weekly Rate (From Nov 2004) \$	GWCC Award Weekly Rate (From Nov 2005) \$	GWCC Award Weekly Rate (From Nov 2006) \$
1	T1	T1	258.40	270.00	279.50	287.80
	T2	T2	322.40	337.00	348.70	359.20
	T3	T3	379.40	396.60	410.40	422.80
	T4	T4	443.60	463.60	479.80	494.20
	T5	T5	507.80	530.70	549.30	565.80
	T6	T6	548.30	573.10	593.20	610.90
	T7	T7	575.30	601.30	622.30	641.00
	T8	T8	603.10	630.30	652.40	672.00
	T9	T9	630.80	659.30	682.40	702.90
	T10	T10	659.50	689.30	713.40	734.90
1	2	S1	519.30	544.00	564.10	583.20
		S2	535.90	560.70	580.80	599.90
		S3	553.00	578.00	598.20	617.30
1	3	S4	571.00	596.80	617.70	636.80
		S5	590.40	617.10	638.70	657.90
		S6	610.50	638.10	660.40	680.20
1	4	S8	637.90	666.70	690.00	710.70
2	1	S7	630.80	659.30	682.40	702.90
		S9	652.90	682.40	706.30	727.50
		S10	675.70	706.20	730.90	752.80
		S11	699.30	730.90	756.60	779.30
2	2	S12	723.40	756.10	782.50	806.00
		S13	749.80	783.70	811.10	835.50
		S14	777.20	812.30	840.80	866.00
		S15	805.60	842.00	871.40	897.60
		S16	835.00	872.70	903.30	930.40
2	3	S17	865.80	904.90	936.60	964.70
		S18	899.60	940.30	973.10	1002.30
		S19	934.70	977.00	1011.10	1041.50

		S20	971.10	1014.90	1050.40	1082.00
3	1	S12	723.40	756.10	782.50	806.00
		S13	749.80	783.70	811.10	835.50
		S14	777.20	812.30	840.80	866.00
		S15	805.60	842.00	871.40	897.60
		S16	835.00	872.70	903.30	930.40
3	2	S17	865.80	904.90	936.60	964.70
		S18	899.60	940.30	973.10	1002.30
		S19	934.70	977.00	1011.10	1041.50
		S20	971.10	1014.90	1050.40	1082.00
3	3	S21	1008.20	1053.70	1090.60	1123.40
		S22	1042.00	1089.10	1127.20	1161.00
3	3	S23	1077.00	1125.70	1165.10	1200.10
		S24	1113.00	1163.30	1204.00	1240.10
		S25	1150.70	1202.70	1244.80	1282.20
		S26	1185.90	1239.50	1282.90	1321.40
3	4	S27	1222.10	1277.40	1322.10	1361.80
		S28	1264.90	1322.10	1368.30	1409.30
		S29	1309.20	1368.40	1416.30	1458.90
		S30	1355.00	1416.20	1465.80	1509.80
		S31	1402.40	1465.80	1517.00	1562.60
		S32	1451.50	1517.10	1570.20	1617.30
		S33	1502.30	1570.20	1625.20	1673.90
4	1	S25	1150.70	1202.70	1244.80	1282.20
		S26	1185.90	1239.50	1282.90	1321.40
		S27	1222.10	1277.40	1322.10	1361.80
		S28	1264.90	1322.10	1368.30	1409.30
		S29	1309.20	1368.40	1416.30	1458.90
		S30	1355.00	1416.20	1465.80	1509.80
		S31	1402.40	1465.80	1517.00	1562.60
		S32	1451.50	1517.10	1570.20	1617.30
4	2		1435.80	1500.70	1553.20	1599.90
4	3		1791.90	1872.90	1938.40	1996.60
4	4		2147.90	2245.00	2323.60	2393.30

Allowances	Disability (per hour)	0.27	0.28	0.29	0.29
	Tool (per week)	21.50	22.10	22.10	22.10
	Weekend (per week)	164.90	171.50	177.50	182.80
	Meal	7.80	8.10	8.40	8.70
	On Call	255.85	266.10	275.40	283.70
	Duty	409.35	425.70	440.60	453.80
	Duty - 2nd Call	32.00	33.30	34.50	35.50

D. S. McKENNA, Commissioner

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2104 of 2008)

Before Commissioner McLeay

12 November 2008

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
21.	Accommodation and Amenities
16.	Annual Leave
27.	Anti-Discrimination
49.	Area, Incidence and Duration
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7.	Board and Lodging
31.	Blood Count
36.	Child Care
5.	Climatic and Isolation Allowance
2.	Definitions
26.	Dispute Resolution
13.	Excess Fares and Travelling Time
40.	Exemptions
28.	Family and Community Services Leave and Personal/Carer's Leave
3.	Hours
48.	Induction and Orientation
32.	Infectious Cleaning
22.	Inspection of Lockers of Employees
33.	Labour Flexibility
17.	Long Service Leave
41.	Maternity, Adoption and Parental Leave
14.	Meals
25.	New Classifications
47.	No Extra Claims
30.	Notice Board
10.	On Call
9.	Overtime
19.	Payment and Particulars of Salary
11.	Penalty Rates for Shift Work & Weekend Work
6.	Permanent Part-Time and Part-Time Employees
24.	Promotions and Appointments
15.	Public Holidays
46.	Reasonable Hours
8.	Relieving Other Members of Staff
39.	Removal Expenses
4.	Roster of Hours

- 45. Salary Packaging
- 44. Salary Sacrifice to Superannuation
- 18. Sick Leave
- 12. Special Working Conditions
- 42. Study Leave
- 38. Telephone Allowance
- 34. Teleworking
- 20. Termination of Employment
- 43. Trade Union Leave
- 29. Union Representative
- 37. Union Subscriptions
- 23. Uniforms and Protective Clothing
- 35. Workforce Review

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

PART A

2. Definitions

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

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

"Director-General" means the Director-General of the Department of Health.

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).

"Health Institution" means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997*.

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

"On Call" means a period an employee is required to make himself/herself available outside of a normal rostered shift.

"Public Health Organisation" means an organisation defined in section 7 of the *Health Services Act 1997* as follows:

- (a) an area health service, or
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services, and for the purposes of this Award, also includes the Public Health System Support Division of the NSW Health Service.

"Shift Worker" means a worker who is not a day worker as defined.

"Union" means the Health Services Union.

3. Hours

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Provided that apprentices may commence work on such days before 6.00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the Union and the majority of employees in the Department concerned. The Union's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this Award in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iv) Notwithstanding the provisions of sub-clauses (ii) and (iii) of this clause, the ordinary hours of work for Radiographers and Radiation Therapists, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.
- (v) Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.

NOTATION The employer has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
 - (a) In each roster cycle of 21 days each employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
 - (b) In each roster cycle of 14 days each employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (v) of this clause.
- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable and agreement is not reached in accordance with subclause (ix) below, the day must be given and taken in the next cycle immediately following.

- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 15, Public Holidays, the next working day or another mutually agreed working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.

Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.

- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall: -
 - (a) be counted as and included as part of his/her term apprenticeship; and
 - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this Award.

4. Roster of Hours

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Unless not reasonably practicable, the roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the service of the hospital or health institution to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (iii) Rosters providing for shift work shall not be introduced into any hospital or health institution or section thereof until such time as the proposals are discussed with the Union by the employer.

- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the employer. Neither party shall unreasonably withhold its approval.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3 Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

5. Climatic and Isolation Allowance

- (i) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union 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 - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in hospitals or health institutions in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the employer and the Union 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 (Vic.) and thence to the following towns, in the order stated - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) The allowances paid shall be as set out in Items 1 and 2 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) 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.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

6. Permanent Part-Time and Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification (Radiographers and Radiation Therapists will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this sub-clause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward 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.

Part 2 - Part-Time Employees -

- (i) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers and Radiation Therapists the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (ii) In an emergency part-time employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (i) of this part.
- (iii) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of Clause 3, Hours, shall not apply.
- (iv) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (v) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward 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.
- (vi) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, except where provided in subclauses (iv) and (v) of this part, shall not apply.
- (vii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the Public Health Organisation. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

7. Board and Lodging

- (i) Deductions from the salary rates prescribed in the awards to which these conditions apply shall be made for board and lodgings .
- (ii) Deductions from the rates prescribed in the awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
 - (a) For board - as set out in Item 3 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.
 - (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.

- (iii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent on annual, sick or long service leave.

8. Relieving Other Members of Staff

- (i) Subject to the provisions of subclause (ii) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- (ii) Where the position being relieved is covered by the Health Managers (State) Award payment should be made on the following basis:

If an employee is directed to relieve for a period of five consecutive working days or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.
- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.
- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

9. Overtime

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (iv) Subject to subclauses (v) - (ix) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (v) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of employees from recall duty.
- (vii) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.

- (viii) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

Provided further that where an employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to the Transport Allowance specified by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996 as varied from time to time.

- (xi) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (xii) An employee who works so much overtime:
 - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift.

Shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her employer such an employee resumes or continues to work without having had such eight consecutive hours off duty he/she shall be paid double time until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (xiii) 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.
- (xiv) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary time for the time reasonably spent travelling from the hospital or health institution to the employee's home with a maximum payment of one hour.

This subclause shall not apply in the case of recall or where the employee has his/her own vehicle available for conveyance home.

- (xv) Employees, other than those employees not entitled to overtime as outlined in subclause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
 - (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
 - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.

- (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
- (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
- (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.

10. On Call

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The employer shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by his or her employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the employer shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (viii) An employee rostered on call must contact the hospital or health institution immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (x) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (xi) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

11. Penalty Rates for Shift Work and Week-End Work

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications

working day shift; provided that part-time and permanent part-time employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. - 10 per cent

Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. - 12.5 per cent

Night shift commencing at 4.00 p.m. and before 4.00 a.m. - 15 per cent

Night shift commencing at 4.00 a.m. and before 6.00 a.m. - 10 per cent

- (iii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding sub-clause (ii), of this clause.

The foregoing paragraph shall apply to part time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (ii) of Part 2 of clause 6, Permanent Part-time and Part-time Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) Employees working a broken shift shall be paid an additional amount as set out in item 7 of Table 1- Other Rates and Allowances, of Part B, Monetary Rates, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

12. Special Working Conditions

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) An employee other than a post-mortem assistant:-
- (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in Item 8 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
 - (b) When employees, including post-mortem assistants, are required to attend police post- mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this award, whichever is the greater.
 - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.
 - (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin- infested body.

- (iii) Employees shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.
- (v)
 - (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
 - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
 - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Technical (State) Award.
- (vii) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award.
- (viii) Employees engaged under the Health Employees' (State) Award and the Health Employees Engineers' (State) Award shall be paid the amounts prescribed from time to time under clause 10, Special Rates, of the Public Health Service Employees' Skilled Trades (State) Award published 11 April 2008 (365 IG 569) , as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
 - (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
 - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
 - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this award.
 - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This

subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Occupational Health and Safety Act 2000*.

- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.
- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.

- (l) Swinging Scaffolds -
- (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
 - (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Department of Health.
 - (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Geriatric Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour. and those working or required to work at Lidcombe Hospital shall be paid as set out in Item 40 per hour in addition to all other rates payable under this award.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

Provided further that the above disability allowance shall apply to positions under the Health Employees' Engineers (State) Award where the allowance applied to such positions prior to 1 July, 1989.

- (t) Mental Institution Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July, 1989.
 - (u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.
 - (v) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
 - (w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
 - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.
- (x) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xii) A sterilising certificate allowance as set out in Item 48 of Table 1 of this Award applies to employees undertaking linen sterilising duties at HealthSupport Linen Services as follows:
- (a) The sterilising certificate allowance will be paid to employees who:
 - (1) hold a recognised and accredited certificate; and
 - (2) perform sterilising duties at least one day per week.
 - (b) The allowance will be paid across all Linen Services.

- (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.
- (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
- (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with a HealthSupport state-wide program not extending beyond 12 months. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.
- (f) The allowance will be adjusted in the future in line with general salary movements for linen service employees.

13. Excess Fares and Travelling Time

For the purpose of this clause accustomed place of work shall mean the site or campus where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.

- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Director-General, who will discuss the matter with the Union and will determine the date upon which notice will be given the employee(s).
- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
 - (b) If a reliever incurs fares in excess of \$5.00* per day in travelling to and from the relief site, the excess shall be reimbursed.
- * Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996, less \$5.00.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the employer.
 - (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in sub-clauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time by the relevant Regulation made under the *Public Sector Employment and Management Act 2002*.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

15. Public Holidays

(i)

- (a) Public holidays shall be allowed to employees on full pay. Except as otherwise provided in this subclause, where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid at time and a half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day.
- (c) Shift workers rostered off duty on a public holiday shall:
- (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects,
 - (2) have one day added to his/her period of annual leave.

Provided that:

- (3) the provisions of subclauses 15(i)(c)(1) and (2) shall not apply to employees employed under the Health Managers (State) Award; and
 - (4) the provisions of subclauses 15(i)(c)(1) and (2) shall apply to day workers who were employed as at 1 July 2008.
- (d) the election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

(ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas-New Year period or other suitable period as agreed between the employer and the Union and shall be regarded for all purposes of this clause as any other public holiday

(iii)

- (a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time employees, engaged as set out in Part 1 of clause 6, Permanent Part-time and Part-time Employees, and those part-time employees engaged as set out in Part 2 of the said clause 6, who work 30 hours per week over five days per week provided that if such an employee is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause, the employee shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.
- (b) Subclauses (i) and (ii) of this clause shall not apply to other part-time employees engaged under Part 2 of clause 6, but each such employee who is required to and does work on a public holiday

as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

16. Annual Leave

- (i) Entitlement to Annual Leave
 - (a) All employees: See *Annual Holidays Act 1944*.
 - (b) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award.
 - (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
 - (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
 - (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
 - (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of the year of employment.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of Clause 15, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with paragraphs (a) and (b) of subclause (i) of this clause.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
 - (a) Employees who become entitled to take and do take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*) shall be paid ordinary salary plus either:
 - (1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary, not exceeding an amount equivalent to 17½ % of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time. or;
 - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in

subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

- (b) In respect of an employee who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
- (c) In respect of a shiftworker, who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid loading under this paragraph.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement), except as provided for in paragraph (i) below.
- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital or health institution to another and commences work at the latter hospital or health institution on the next working day following his/her

resignation from the former hospital or health institution and the employee is transferring their accrued annual leave entitlements, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if s/he had not resigned from the former hospital or health institution.

- (j) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; no annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of Clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the employer at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of their appointment, are deemed to have had their services terminated by the employer for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

17. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.
 - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years and less than 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.
- (ii) For the purposes of subclause (i) of this clause:
 - (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time.

- (b) Broken periods of service with the employer in one or more hospitals shall count as service.
- (c) Service shall not include -
 - (1) any period of leave without pay, except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January, 1973;
 - (2) any period of part-time service, except as provided for in subclause (ix) of this clause.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: unless the employee transfers his or her leave entitlement in accordance with NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

(viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or Determination made under the *Health Services Act 1997*.

(ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the part-time service merges without break with the subsequent full-time service.

A permanent part-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 35 hours for Radiographers and Radiation Therapists and 38 hours for other employees, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

(x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

(xi) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:

(a) An employee who -

- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
- (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(b) An employee employed -

- (1) as a part-time employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to the 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
- (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(c) Provided that full and part-time employees who were employed in a hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

18. Sick Leave

(i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and Radiation Therapists such leave shall be allowed on the basis of 70 rostered ordinary

hours for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:

- (a) All periods of sickness shall be certified to by the Medical Superintendent or a person approved by the employer or by a legally qualified Medical Practitioner approved by the employer; provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.
- (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (c) An employee shall not be entitled to sick leave until after three months' continuous service.
- (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this award.
- (e) Employees who are employed at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) clause 17, Long Service Leave, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
- (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence.

Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- (ii) A permanent part-time or part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) 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, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

19. Payment and Particulars of Salary

- (i) Wages shall be paid weekly or fortnightly only, except for persons employed under the Health Managers (State) Award, in which case salary may be paid monthly. Any changes to payment procedures are to be the subject of consultation with the Union.

- (ii) 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 employer due to the isolation of the work location. Salaries shall be deposited 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 with 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.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 20, Termination of Employment, of this award, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 20, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.
- (vii) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment

- (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.

- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

20. Termination of Employment

- (i) Employees who are employed under the Health Managers (State) Award shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.
- (ii) For other employees, one week's notice of termination of employment shall be given by the employer or the employee, respectively, but when the conduct of an employee justifies instant dismissal, such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice, such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.

21. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and, where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which should be achieved in all hospitals:

Sanitary Conveniences-

- (a) Reasonable toilet facilities for each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities-

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

Washing and bathing facilities must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth- faced surface resistant to moisture.

These facilities should be incorporated in or communicated direct with the change room and should not be contained within any closet block.

Change rooms and Lockers-

- (a) Properly constructed and ventilated change rooms equipped with a locker for each employee.
- (b) Sufficient seating should be provided.

Dining Room-

- (a) Well constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils should be provided.

Rest Room - A well constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

22. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer appointed by the employer and if practicable a Union Sub-Branch Officer, otherwise by any two officers so appointed by the employer.

23. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by the employer, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefor at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee, the employer may pay to such employee the sum set out in Item 45 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.
 - (d) If the uniform of an employee is not laundered at the expense of the employer, an allowance set out in Item 46 of Table 1 shall be paid to such employee.

- (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

24. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit, with the use of eligibility lists in appropriate cases.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Eligibility lists are intended to be used in the following manner:
 - (a) The employer may create eligibility lists for all base grade vacant positions.
 - (b) Lists to operate for six months.
 - (c) There should be three lists
 - (1) List of persons willing to perform temporary relief work at short notice;
 - (2) List for part-time positions;
 - (3) List for full-time positions;
 - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate:-
 - (1) Priority of employment guidelines;
 - (2) Merit;
 - (3) Placement or transfer of excess staff within the Public Health Organisation.
- (iv)
 - (a) Requests for transfer from permanent part-time and part-time to full-time or full-time to permanent part-time within the same classification within a Public Health Organisation should be done on the basis of merit.
 - (b) Requests for transfers within a Public Health Organisation should be done on the basis of merit.

25. New Classifications

The employer may create any new classification not covered by the awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the employee is required to work.

26. Dispute Resolution

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital,

health institution or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.

- (ii) If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer (however called) of the Public Health Organisation (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause (iii) of this clause.
- (iii) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Director-General and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act* 1996 by one of the disputing parties.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (v) Unless agreed otherwise by the parties the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

27. Anti-Discrimination

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

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

NOTES -

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

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

28. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

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

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS leave - entitlement
 - (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
 - (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995, whichever method provides the greater entitlement.
 - (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.
 - Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.
- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

(vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

(iv) Time off in lieu of payment of overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 3 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carer's entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

29. Union Representative

An employee appointed Union representative shall upon notification thereof in writing to the employer, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours, to interview the employer on matters affecting employees.

30. Notice Board

The hospital or health institution shall permit a lockable notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

31. Blood Count

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the employer have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the employer.

32. Infectious Cleaning

An allowance as set in Item 47 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, per shift or part thereof, is to be paid to employees who elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients.

Employees are to be given the option of working in the infectious area. In the event of employees declining to work in the infectious area, hospitals are to seek guidance from the employer.

Hospitals are to give written instructions on hygiene techniques and infection to employees who may be liable to work in infectious areas. Such instructions should be given to existing employees as soon as possible and to new employees at the point of engagement. In addition, supporting oral instructions should be given to relevant employees whenever a patient is admitted to hospital with a suspected or confirmed infectious condition and to those employees who work regularly in designated infectious areas.

The instructions given to employees should be in such a manner as to remove any fears that the employees may have, and to give them an understanding of the methods of the spread of disease.

The instructions should include the following subject matters:

- (a) Mode of transmission -
 - 1. Droplet Infection
 - 2. Faecal-oral route
 - 3. Blood
 - 4. Fomites
 - 5. Discharges - Secretions
 - 6. Urine
- (b) Disease not transmissible from person to person
- (c) Degree of communicability
- (d) Period of communicability
- (e) Personal hygiene
- (f) Protective clothing
- (g) Barrier nursing
- (h) Immunity
 - naturally acquired;
 - immunisation;
- (i) Cleaning methods which minimise spread of infection.

As it is essential that the instructions be beneficial to the employees, simple language should be used which can be easily understood by them.

33. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) 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 or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

34. Teleworking

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between the employer and the Union, teleworking may be introduced.

35. Workforce Review

Any proposal to reorganise a Department or service that will significantly affect employees covered by the Union will be the subject of genuine consultation with the Union.

36. Child Care

The parties agree to work together to examine methods of addressing the child care needs of employees.

37. Union Subscriptions

The employer agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

38. Telephone Allowance

- (i) An employee required to answer emergency telephone calls on his/her private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on his/her private telephone on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

39. Removal Expenses

This Clause only applies to persons employed under the Health Managers (State) Award. Any person employed under the Health Managers (State) Award shall be entitled to a refund of the actual cost incurred by him/her in the transportation of himself/herself and his/her family and of the expenses reasonably incurred by him/her in conveying his/her furniture and effects from his/her last place of residence to the city or town in which is situated the Public Health Organisation to which he/she is appointed on the following conditions:

- (i) He/she shall, immediately prior to taking up the new appointment, have had 12 months' continuous service in another Public Health Organisation situated other than in the town or city in which is situated the Public Health Organisation to which he/she has been appointed.
- (ii) He/she shall not have received from any Public Health Organisation a refund under this clause within a period of two years prior to his/her taking up his/her appointment.
- (iii) He/she shall give an undertaking that he/she will refund to the Public Health Organisation any payments made to him/her by it under this clause should he/she leave its employment within 12 months of his/her becoming employed by it.

40. Exemptions

This award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in Schedule 3 of the *Health Services Act 1997*.
- (b) Employees of Stewart House Preventorium.

41. Maternity, Adoption and Parental Leave

A. Maternity Leave

- (i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
 - (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- (ii) Portability of Service 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 Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite 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:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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.

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

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 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.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation After Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) 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.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten 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 years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. 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.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., 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.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the *Industrial Relations Act* 1996. 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.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) 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, subject to production of a medical certificate, or maternity

leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

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

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) 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).

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 (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

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 (i)(c) 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.

B Adoption Leave

(i) Eligibility

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 eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act*.
- (ii) Portability of Service for Paid Adoption Leave
- As per maternity leave conditions.
- (iii) Entitlement
- (a) Paid Adoption Leave
- Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including 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 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.
- (b) 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.
- (iv) Applications
- 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. This will allow arrangements associated with the adoption leave to be made.
- (v) Variation after Commencement of Leave
- After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Staffing Provisions
- As per maternity leave conditions.
- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc
- As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) 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:

- (a) 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), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) 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.
- (d) 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 provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

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.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although 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.
- (c) 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.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) 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.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) 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;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

- (i) 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:
 - (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 the 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 the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Determination made under the *Health Services Act 1997*.
- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

42. Study Time

- (i) Eligibility - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales public health system, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of the Public Health Organisation's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's Public Health Organisation.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see policy directive PD2006_066).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to subclause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

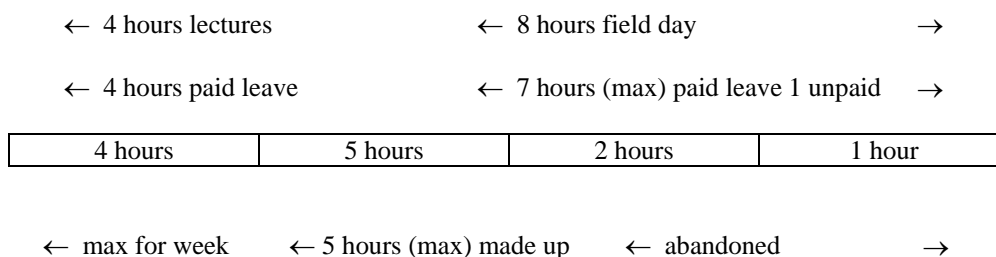
The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in subclause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:



It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the employer, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the employer's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the employer and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The employer, in giving approval for the accrual of study time, should ensure that the Public Health Organisation will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the employer is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the employer declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another Public Health Organisation) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Employees may enrol, subject to approval by the employer, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the employer:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
 - (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the employer is satisfied that the nature and progress of the research warrants further study time.
 - (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.
 - (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

43. Trade Union Leave

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
 - (a) annual or bi-annual conferences of the delegate's union; and

- (b) meetings of the union's executive/Committee of Management; or
 - (c) annual conference of Unions NSW; or
 - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
- (a) to establish accreditation as a delegate with the union;
 - (b) to provide sufficient notice of absence to the employer; and
 - (c) to lodge a formal application for special leave.
- (v) Responsibilities of the Union - Responsibilities of the union are:
- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
 - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
 - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are;
- (a) to release the accredited delegate for the duration of the conference or meeting;
 - (b) to grant special leave (with pay); and
 - (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

- (viii) Travel Time - Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is undertaken on an accredited delegate's non-working day or before or after his/her normal hours of work.

- (ix) Payment of Allowances - No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also subclause (v) of this clause.

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries as varied from time to time, prescribed in the awards identified in Clause 49. Area, Incidence and Duration, of this award, 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 relevant award 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 45, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the relevant 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.

- (ii) 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.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) 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.
 - (b) 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
 - (c) 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 of the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) 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.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) 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 the relevant salaries 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.

45. Salary Packaging

- (i) 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 (iv) below.

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) 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 the relevant salaries award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) '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 the appropriate salaries award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.

- (vii) 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.
- (viii) 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.
- (ix) 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.

46. Reasonable Hours

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is reasonable or other wise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

47. No Extra Claims

The Memorandum of Understanding between the employer and the Union dated 23 September 2008 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 9, Leave Reserved, of that Memorandum.

48. Induction and Orientation

The employer agrees that Orientation/Induction shall be provided to all employees covered by this award. The employer further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

49. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award published 24 February 2006 (357 I.G. 424) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained in the following so listed awards, employed in the NSW Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health Employees' (State) Award
Health Employees' General Administrative Staff (State) Award
Health Employees' Administrative Staff (State) Award
Health Employees' Technical (State) Award

Health Employees' Engineers (State) Award
 Health Employees' Pharmacists (State) Award
 Health Employees' Medical Radiation Scientists (State) Award
 Health Employees' Computer Staff (State) Award
 Health Managers (State) Award
 Health Employees' Interpreters (State) Award
 Public Hospital Residential Services Assistant (State) Award
 Royal Rehabilitation Service-Weemala Unit Residential Care Staff (State) Award
 NSW Health Service Health Professionals (State) Award in relation to diversional therapists and orthotists/prosthetists only.

(iii) This Award takes effect from 12 November 2008, and shall remain in force until 30 June 2011.

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Rate from 1.7.2008 \$	Rate from 1.7.2009 \$	Rate from 1.7.2010 \$
1	5 (iii)	Climate and Isolation	4.30	4.30	4.30
2	5 (iii)	Climate and Isolation	8.60	8.60	8.60
3	7 (ii)(a)	Board & Lodging			
		- Breakfast	3.20	3.30	3.40
		- Other Meals	6.00	6.20	6.40
		- Maximum one week	98.40	102.20	106.20
4	7 (ii)(b)	Board and Lodging			
		- Separate Room	45.60	47.40	49.20
		- Shared Room	28.50	29.60	30.80
5	10 (iii)	On-Call Allowance (per 24 hrs)	19.15	19.90	20.68
6	10 (iv)	On-Call Allow-rostered days off per 24hrs)	37.81	39.28	40.81
7	11 (v)	Broken Shift (per shift)	9.40	9.80	10.20
8	12 (ii)(a)	Post-mortem (each)	9.10	9.50	9.90
9	12 (ii)(b)	Post-mortem Assistants			
		- Assist at each internal exam	81.70	84.90	88.20
		- Assist at each external exam	50.70	52.70	54.80
10	12 (ii)(c)	Excluding Post-mortem Assistants			
		- Assist at each internal exam	30.30	31.50	32.70
		- Assist at each external exam	18.80	19.50	20.30
11	12 (ii)(d)	Post-mortem partly decomposed, vermin infested (each)	5.00	5.20	5.40
12	12 (iii)	Handling linen-nauseous nature (per shift)	3.60	3.70	3.80
13	12 (iv)	Sorting of incinerators, etc (per hour)	0.31	0.32	0.33
14	12 (v)(a)	Maintenance and Supervision (per week)	9.50	9.90	10.30
15	12 (v)(b)	Offensive Work (per week)	3.30	3.30	3.30

16	12 (v)(c)	Sewerage chokages, etc (per day)	See note **	see note **	see note**
17	12 (vi)	Wearing of lead apron (per hour)	1.59	1.65	1.71
18	12 (vii)	Handling of money (per week)	15.30	15.90	16.50
19	12 (viii)(a)	Cold Places (per hour)	see note **	see note **	see note**
20	12 (viii)(b)	Confined spaces (per hour)	see note **	see note **	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **	see note **	see note **
22	12 (viii)(d)	Height money (per hour)	see note **	see note **	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (per hour)	see note **	see note **	see note **
		Over 54 degrees (per hour)	see note **	see note **	see note**
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **	see note **	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **	see note **	see note **
26	12 (viii)(g)	Smoke Boxes (per hour)	see note **	see note **	see note **
		Oil Fired Smoke Boxes (per hour)	see note **	see note **	see note **
27	12 (viii)(h) (1) & (2)	Wet Places - other than rain (per hour)	see note **	see note **	see note **
		Rain (per hour)	see note **	see note **	see note **
28	12 (viii)(l)	Mud Allowance (per day)	see note **	see note **	see note **
29	12 (viii)(j)	Acid Furnaces, etc (per hour)	see note **	see note **	see note **
30	12 (viii)(k)	Depth money (per hour)	see note **	see note **	see note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold first four hours	see note **	see note **	see note **
		thereafter	see note **	see note **	see note **
32	12 (viii)(m)	Spray application (per hour)	see note **	see note **	see note **
33	12 (viii)(n)	Roof Work - (per hour)	see note **	see note **	see note **
		minimum per day	see note **	see note **	see note **
34	12 (viii)(o)	Explosive-powered tools (per day)	see note **	see note **	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist (per hour)	see note **	see note **	see note **
36	12(viii)(q)(I)	Toxic, Obnoxious Substances-Epoxy epoxy materials (per hour)	see note **	see note **	see note **
37	12(viii)(q)(2)	Toxic, obnoxious substances-Air Conditioner.	see note **	see note **	see note **
		not operating (per hour)	see note **	see note **	see note **
38	12(viii)(q)(4)	Close proximity to above (per hour)			
39	12(viii)(r)	Areas with Psychiatric patients (per hour)	see note **	see note **	see note **
		Geriatric Allowance	see note **	see note **	see note **

40	12 (viii)(s)	Garrawarra (per hour) Lidcombe (per hour)	see note ** see note **	see note ** see note **	see note ** see note **
41	12 (viii)(t)	Mental Institutions Allowance (per hour)	see note **	see note **	see note **
42	12 (viii)(u)	Animal House (per hour)	see note **	see note **	see note **
43	12 (ix)	Tool Allowance(per week)	6.90	7.20	7.50
44	14 (iv)	Meals (each)	23.60	23.60	23.60
45	23 (I)(c)	Uniform (per week)	4.15	4.15	4.15
		Uniform with cardigan &Shoes (addit. p/wk)	1.62	1.62	1.62
46	23(i)(d)	Uniform laundering (per week)	4.75	4.75	4.75
47	31	Infectious Cleaning (per shift)	4.44	4.61	4.79
48	12(xii)	Sterilising Certificate (per week) per day	7.00 1.40	7.30 1.46	7.60 1.52

* Allowances payable are determined as per movements occurring from time to time within the Public Health Service Skilled Trades (State) Award.

J. McLEAY, Commissioner

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ICE CREAM MAKERS (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 1892 of 2008)

Before Commissioner McKenna

9 October 2008

VARIATION

1. Delete clause 7, State Wage Case Adjustments, of the award published 2 May 2008 (365 I.G. 945), and insert in lieu thereof the following:

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

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

Classification	Former Rate Per Week \$	SWC June 2008 %	Wage Total Per Week \$
Ice Cream Production Assistant - General Hand	530.80	4.0	552.00
Packer	530.80	4.0	552.00
Ice Cream Manufacturer Grade 1 - Stretchwrap operator/forklift operator	547.00	4.0	568.90
Trainee Operator	539.80	4.0	561.40
Other operator	539.80	4.0	561.40
Ice Cream Manufacturer Grade 2 - Operator auto filler	554.30	4.0	576.50
Operator manual filler	547.00	4.0	568.90
Assistant ice cream mixer	544.90	4.0	566.70
Ice Cream Manufacturer Grade 3 - Ice cream mixer	565.70	4.0	588.30
Operator moulding and freezing	562.30	4.0	584.80
Cake decorator	562.30	4.0	584.80

Junior Employees

Classification	Former Rate Per Week \$	SWC June2008 \$	Wage Total Per Week \$
Under 17 years of age	235.80	9.45	245.25
At 17 and under 18 years of age	279.10	11.15	290.25

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1		Leading Hands - Leading Hands shall, in addition to their rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	24.00 per week 30.60 per week 35.05 per week
2		Casual employees - Casual employees shall be paid one-thirty-eighth of the appropriate weekly wage, plus 20% thereof per hour	
3	12	Meal Allowance	12.50 per occasion
4	26	First-aid Allowance	12.80 per week
5	15(ii)	Laundry Allowance	19.45 per week
6	5(iii)(d)	Shift Allowance	17.25 per shift

3. This variation shall come into effect on the first full pay period to commence on or after 11 October 2008.

D. S. McKENNA, Commissioner

Printed by the authority of the Industrial Registrar.

JEWELLERS AND WATCHMAKERS, &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 2211 of 2008)

Before Commissioner Macdonald

5 December 2008

VARIATION

1. Delete subclause 7.7, of clause 7, Wages, of the award published 1 March 2002 (331 I.G. 1023) and insert in lieu thereof the following:
 - 7.7 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 - Wages**

- (a) Adult Employees - All adult employees of a classification specified herein in any of the industries or sections thereof to which this award applies will, except as otherwise specified, be paid the total wage as contained in Column C:

Classification	Column A Classification Level \$	Column B Safety Net Adjustment \$	Column C Total Wage Per Week \$	Column D Hourly Award Rate \$
Process Worker	417.10	145.60	562.70	14.81
Watch/Clockmaker Tradesperson	492.20	150.70	642.90	16.92
Jeweller Tradesperson	492.20	150.70	642.90	16.92
Watch/Clockmaker Tradesperson, Special Class	533.90	152.40	686.30	18.06
Jeweller Tradesperson Special Class	533.90	152.40	686.30	18.06

(b) Unapprenticed Juniors:

Classification	Column A Percentage of Process Workers Minimum Classification Level %	Column B Total Wage Per week \$
Under 16 years of age	36.8	207.05
At 16 years of age	47.3	266.15
At 17 years of age	57.8	325.25
At 18 years of age	68.3	384.30
At 19 years of age	82.5	464.25
At 20 years of age	97.7	549.75

(c) Apprentices:

Classification	Column A Percentage of Tradesperson Award Rate Level %	Column B Total Wage Per Week \$	Hourly Award Rate \$
First year	42.0	270.00	7.11
Second year	55.0	353.60	9.31
Third year	75.0	482.20	12.69
Fourth year	88.0	565.75	14.89

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7.3	Leading Hand in charge of - 3 to 10 employees 11 to 20 employees Over 20 employees	27.50 per week 41.45 per week 52.60 per week
2	7.4	Tool Allowances - Tradesperson 4th year apprentice 3rd year apprentice 2nd year apprentice 1st year apprentice	13.45 per week 11.85 per week 9.95 per week 7.35 per week 5.60 per week
3	9.3	Casual Saturday penalties: (i) Up to and including a four-hour engagement - Adult males and females Junior employees (ii) More than a four-hour engagement - Adult males and females Junior employees	5.75 per engagement 4.15 per engagement 11.70 per engagement 6.80 per engagement
4	11.1	Meal Allowance	8.15 per occasion
5	12.1	Bicycle Allowance	10.55 per week
		Motorcycle Allowance	33.30 per week
6	12.2	Car Allowance - Up to and including 2,000cc Over 2,000cc Allowance per kilometre travelled by car	111.40 per week 132.50 per week 0.34 per km
7	12.2	Occasional use - Up to and including 2,000cc Over 2,000cc	0.50 per km 0.55 per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 5 December 2008.

A. MACDONALD, Commissioner

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MECHANICAL OPTICIANS (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 2210 of 2008)

Before Commissioner Macdonald

5 December 2008

VARIATION

1. Delete subclause (v) of clause 4, Wages of the award published 2 March 2001 (322 I.G. 796), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. These adjustments may be offset against:
 - (a) Any equivalent over Award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments."
2. Delete Schedule A - Rates of Pay and Allowances, and insert in lieu thereof the following:

SCHEDULE A**Rates of Pay and Allowances****PART 1****Rates of Pay**

Optical Worker	Current Rate Effective 27/03/08 \$20.00 \$	2008 SWC Effective 27/03/09 4% \$
1	535.80	557.20
2	554.30	576.50
3	587.40	610.90
4	595.40	619.20

Optical Mechanic	Current Rate Effective 27/03/08 \$20.00 \$	2008 SWC Effective 27/03/09 4% \$
1	643.80	669.60
2	659.20	685.60
3	671.60	698.50

Un-Apprenticed Juniors	Percentage of Optical Worker 2 %
16 years and under	34
17 years	43.5
18 years	55
19 years	68
20 years	81

Apprentice % of Optical Mechanic	Old Rate Per Week Effective 27/03/08 \$643.80 \$	2008 SWC Effective 27/03/09 \$669.60 \$
1st year 42%	270.40	281.25
2nd year 55%	354.10	368.30
3rd year 75%	482.85	502.20
4th year 88%	566.55	589.25

PART 2

ALLOWANCES

Clause No.	Clause Title	Description	Previous Amount 27/03/08 4% \$	2007 SWC Effective 27/03/09 4% \$
4(iii)	Wages - Charge Hands	Not Less than 2 employees and not more than 10 employees	22.00	22.90
		More than 10 employees but not more than 20 employees	33.00	34.30
		In charge of more than 20 employees	42.10	43.80
9(ii)	Overtime	Meal Allowance	10.45	10.90
24(ix)	General Conditions	First Aid Allowance	9.10	9.45

3. This variation shall take effect from the first full pay period to commence on or after 27 March 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(1034)

SERIAL C6889**METAL TRADES (TRAINING WAGE) (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 2209 of 2008)

Before Commissioner Macdonald

5 December 2008

VARIATION

1. Delete subclause (d), of clause 7, Wages, of the award published 19 October 2001 (328. I.G. 1045) 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 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 2007 SWC eff. 31.3.08 \$	Year 10 2008 SWC \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08 \$	Year 12 2008 SWC \$
School leaver	237.00	246.00	261.00	271.00	313.00	326.00
Plus 1 year out of school	261.00	271.00	313.00	326.00	364.00	379.00
Plus 2 years	313.00	326.00	364.00	379.00	424.00	441.00
Plus 3 years	364.00	379.00	424.00	441.00	485.00	504.00
Plus 4 years	424.00	441.00	485.00	504.00	485.00	504.00
Plus 5 years or more	485.00	504.00	485.00	504.00	485.00	504.00

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

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 2007 SWC eff. 31.3.08 \$	Year 10 2008 SWC \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08 \$	Year 12 2008 SWC \$
School leaver	237.00	246.00	261.00	271.00	303.00	315.00
Plus 1 year out of school	261.00	271.00	303.00	315.00	349.00	363.00
Plus 2 years	303.00	315.00	349.00	363.00	410.00	426.00
Plus 3 years	349.00	363.00	410.00	426.00	467.00	486.00
Plus 4 years	410.00	426.00	467.00	486.00	467.00	486.00
Plus 5 years or more	467.00	486.00	467.00	486.00	467.00	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 generative skills which have been defined for work at Skill Level C.

	Highest year of schooling completed					
	Year 10 2007 SWC eff. 31.3.08 \$	Year 10 2008 SWC \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08 \$	Year 12 2008 SWC \$
School leaver	237.00	246.00	261.00	271.00	300.00	312.00
Plus 1 year out of school	261.00	271.00	300.00	312.00	338.00	352.00
Plus 2 years	300.00	312.00	338.00	352.00	377.00	392.00
Plus 3 years	338.00	352.00	377.00	392.00	422.00	439.00
Plus 4 years	377.00	392.00	422.00	439.00	422.00	439.00
Plus 5 years or more	422.00	439.00	422.00	439.00	422.00	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 - Weekly Rates - Industry/Skill Level C

	Year 11 2007 SWC eff. 31.3.08	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08	Year 12 2008 SWC \$
School based Traineeships skill Levels A, B, C	237.00	246.00	261.00	271.00

Table 5 - Hourly Rates for Trainees Who have Left School

SKILL LEVEL A	Year 10 2007 SWC eff. 31.3.08 \$	Year 10 2008 SWC \$	Year 11 2007 SWC eff. 31.3.08 \$	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08 \$	Year 12 2008 SWC \$
School leaver	7.80	8.11	8.59	8.93	10.30	10.71
Plus 1 year out of school	8.59	8.93	10.30	10.71	11.97	12.45
Plus 2 years	10.30	10.71	11.97	12.45	13.95	14.51
Plus 3 years	11.97	12.45	13.95	14.51	15.95	16.59
Plus 4 years	13.95	14.51	15.95	16.59	15.95	16.59
Plus 5 years or more	15.95	16.59	15.95	16.59	15.95	16.59
SKILL LEVEL B						
School leaver	7.80	8.11	8.59	8.93	9.97	10.37
Plus 1 year out of school	8.59	8.93	9.97	10.37	11.48	11.94
Plus 2 years	9.97	10.37	11.48	11.94	13.49	14.03
Plus 3 years	11.48	11.94	13.49	14.03	15.36	15.97
Plus 4 years	13.49	14.03	15.36	15.97	15.36	15.97
Plus 5 years or more	15.36	15.97	15.36	15.97	15.36	15.97
SKILL LEVEL C						
School leaver	7.80	8.11	8.59	8.93	9.87	10.26
Plus 1 year out of school	8.59	8.93	9.87	10.26	11.12	11.56
Plus 2 years	9.87	10.26	11.12	11.56	12.40	12.90
Plus 3 years	11.12	11.56	12.40	12.90	13.88	14.44
Plus 4 years	12.40	12.90	13.88	14.44	13.88	14.44
Plus 5 years or more	13.88	14.44	13.88	14.44	13.88	14.44

Table 6 - Hourly Rates for School Based Traineeships

	Year 11 2007 SWC eff. 31.3.08 \$	Year 11 2008 SWC \$	Year 12 2007 SWC eff. 31.3.08 \$	Year 12 2008 SWC \$
School based Traineeships skill Levels A, B, C	7.80	8.11	8.59	8.93

3. This variation shall take effect from the first full pay period commencing on and from 31 March 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

(477)

SERIAL C6753

MINERAL SANDS MINING AND TREATMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1839 of 2008)

Before Commissioner McKenna

7 October 2008

VARIATION

1. Delete subclause (ii) of clause 3, Classification Structure and Wage Rates, of the award published 20 April 2001 (324 I.G. 41), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Cases 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 Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
(i) Tradespeople			
Boilermaker	618.20	24.70	642.90
Carpenter	618.20	24.70	642.90
Electrical Fitter	632.05	25.30	657.35
Electrical Mechanic	632.05	25.30	657.35
Fitter	618.20	24.70	642.90
Machinist, First class	618.20	24.70	642.90
Motor Mechanic	618.20	24.70	642.90
Marker Off	618.20	24.70	642.90
Turner	618.20	24.70	642.90
Welder - Special Class	618.25	24.70	642.95
Welder	618.20	24.70	642.90
Painter	618.20	24.70	642.90
(ii) Operators			
Floating Pump Operator			
Up to 300 tonnes per hour	591.80	23.70	615.50
300 tonnes per hour and over	609.60	24.40	634.00
Electrostatic Operator	591.80	23.70	615.50
Table and/or Dryer Operator, Concentration Plant operator and or Grinding Mill Operator	591.80	23.70	615.50
Transfer Bin Operator	591.80	23.70	615.50
Mechanical Drill Rig Operator	591.80	23.70	615.50
General Hand	600.60	24.00	624.60

Maintenance Person	618.20	23.70	642.90
Senior Fibreglass and/or Rubber Worker	634.20	25.40	659.60
General Hand (Maintenance)	584.60	23.40	608.00
Fork Lift Operator	584.60	23.40	608.00
Storeperson	575.60	23.00	598.60
Laboratory Assistant - Sampler	618.20	24.70	642.90
Laboratory Assistant - Tester	607.80	24.30	632.10
Nursery Person in charge - Full-time	607.80	24.30	632.10
Registered Weighbridge Attendant	618.20	24.70	642.90
Mobile Crane Operator with lifting capacity			
Up to 5 and including 5 tonnes	603.90	24.20	628.10
Over 5 tonnes	616.90	24.70	641.60
Tractor and Front End Loader and Grader operations			
(a) Up to but not exceeding 48kw	609.70	24.40	634.10
(b) 48kw but not exceeding 96kw	617.60	24.70	642.30
(c) 96kw but not exceeding 220kw	624.90	25.00	649.90
(d) 220kw but not exceeding 370kw	633.70	25.30	659.00
(e) 370kw but not exceeding 450kw	639.10	25.60	664.70
Truck Operators			
Up to and including 4.5 tonnes	593.00	23.70	616.70
Over 4.5 tonnes but not exceeding 9 tonnes	602.40	24.10	626.50
Over 9 tonnes but not exceeding 15 tonnes	610.60	24.40	635.00
Over 15 tonnes but not exceeding 30 tonnes	633.70	25.30	659.00
Over 30 tonnes	639.00	25.60	664.60
Off highway haulage units (including scraper, dumper and off-highway motor trucks)			
Up to but not exceeding 25 tonnes	617.60	24.70	642.30
Over 25 but not exceeding 40 tonnes	624.90	25.00	649.90
Over 40 but not exceeding 100 tonnes	633.70	25.30	659.00

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	3(iv)	Leading Hand - in charge of up to 10 employees	24.65	25.65
2	3(iv)	Leading Hand - in charge of more than 10 employees	37.85	39.35
3	4(I)(a)	Afternoon Shift Allowance	11.20	11.65
4	4(I)(b)	Night Shift Allowance	14.75	15.35
5	5(I)	Overall Disability Allowance	0.57	0.59
6	5(ii)	Immersion Allowance	10.00	10.40
7	5(iii)	Electrical Licence Qualified Supervisors Certificate (Electrician) Certificate of Registration (Electrician)	32.95 17.70	34.25 18.40
8	5(vi)	No showers Allowance	2.60	2.70
9	5(v)	First Aid Allowance	2.55	2.65
10	7(i)(a)	Tool Allowance	12.85	13.35
11	7(i)(b)	Tool Allowance	12.85	13.35
12	8(iii)	Meal Money	12.35	13.05
13	9(i)(c)(2)	Meal Money - when travelling	10.35	10.95
14	9(i)(f)	Caravan- remote allowance	23.25	24.20

15	9(ii)	Travelling Allowance		
		3-10 km	5.35	5.75
		10-20 km	6.85	7.35
		20-30 km	8.65	9.25
		30-40 km	10.25	10.95
		40-50 km	11.90	12.75
		Over 50 km	13.55	14.50
16	9(iv)	Travel Allowance - own motor vehicle	0.55	0.59
17	12(iv)	Travel Allowance - own motor vehicle	0.55	0.59

"Note": These allowances are contemporary for expense related allowances as at 30 June 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 27 October 2008.

D. S. McKENNA, Commissioner

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1697 of 2008)

Before Commissioner Ritchie

11 December 2008

REVIEWED AWARD

1. Delete Item 8 of Table 2, of Part B, Monetary Rates of the award published 16 June 2006, (359 I.G. 843) and insert in lieu thereof the following:

8	10(ix)	Authorised Supervisor	Rate at 1/03/2008	Rate at 1/09/2008
			31.10 weekly	32.34 weekly
			6.22 daily	6.47 daily

2. 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 11 December 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

NSW PORT CORPORATIONS AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 708 of 2008)

Before Commissioner Murphy

10 September 2008

REVIEWED AWARD**PART A****1. Award Title**

This Award shall be known as the New South Wales Port Corporations Award 2008.

2. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|------|---------------------------------------|
| 1. | Title |
| 2. | Arrangement |
| 3. | Definitions |
| 4. | Date the award starts |
| 5. | Who is bound by the Award? |
| 6. | Where and who the Award covers |
| 7. | Relationship with other awards |
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| 9. | Anti-discrimination |
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| 10A. | Secure Employment |
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| 16. | Hours of work |
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| 20. | Parental Leave |
| 21. | Jury service |
| 22. | Public Holidays |
| 23. | Long Service Leave |
| 24. | Savings Clause |
| 25. | Enterprise Flexibility Arrangements |
| 26. | Area, Incidence and Duration |

PART B

Wage Rates

3. Definitions

"Additional Hours" shall mean any hours worked by an Employee in addition to the Employee's ordinary hours, within the spread of hours agreed by the parties pursuant to clause 16.6.1.

"Commission" means - the Industrial Relations Commission of New South Wales.

"Day Worker" shall mean - any Employee who is not engaged in shift work.

"Disability allowance" shall include all allowances including, but not limited to, annual leave loading, travel allowances, overtime and any other rates and allowances contained in this award except shift allowances.

"Employee" includes all Employees of the Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation with the exception of Marine pilots, the Chief Executive Officers and Employees occupying positions above the classifications contained in clause 13 of this award.

"Employer" shall mean - the Sydney Ports Corporation, the Port Kembla Port Corporation and the Newcastle Port Corporation.

A Maritime Officer shall mean - an Employee as defined.

"Professional Engineer" shall mean - a person qualified to carry out professional engineering duties, that is, duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.

"Shift worker" shall mean - an Employee who is engaged in port service work, is a competent and experienced worker and is rostered on shiftwork.

"Shift Work" falls into two categories, which are defined as follows:

"Continuous Shift Work" shall mean - continuous port services work carried out according to a continuous shift process with consecutive shifts of employees over a twenty-four hour period.

"Non Continuous Shift Work" shall mean - port services work carried out on a rostered basis by Employees on other than continuous shiftwork.

"Supervisor or Shift Co-ordinator (Newcastle only)" shall mean - an Employee who is engaged as a competent and experienced shift Supervisor of port services workers and, who is rostered on continuous shiftwork.

4. Date Award Starts

The award takes effect from 10 September 2008.

5. Who is Bound By the Award?

This award is binding upon the following parties:

Sydney Ports Corporation

Port Kembla Port Corporation

Newcastle Port Corporation

The Employees of the Port Corporations

Australian Maritime Officers Union, of New South Wales

Seamen's Union of Australia New South Wales Branch

Association of Professional Engineers, Scientists and Managers Australia, (NSW Branch) Australian Services Union of New South Wales

6. Where and Who the Award Covers

6.1 Where does the award apply?

This award applies at the ports of:

Sydney

Botany Bay

Port Kembla; and

Newcastle.

6.2 Who Does the Award Apply to?

This award relates to the industry of persons employed by Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation ("the Employer") other than those positions excluded under the definition of "Employee".

7. Relationship With Other Awards

This Award supersedes the following industrial instruments:

MARITIME SERVICES BOARD (General Construction and Maintenance) Award

MARITIME SERVICES BOARD (Apprenticeship) Award

MARITIME SERVICES BOARD (Cargo Handling Operations) Award

MARITIME SERVICES BOARD (Cargo Handling & C Newcastle) Award 1975

MARITIME SERVICES BOARD (Dredges & c.) Award

MARITIME SERVICES BOARD (General Division) Award

MARITIME SERVICES BOARD (Gangers) Award

MARITIME SERVICES BOARD (Metal and Electrical Trades & C.) Award

MARITIME SERVICES BOARD Clerical Officers Industrial Agreement

MARITIME SERVICES BOARD (Plant Operators on Construction) Award MARITIME

SERVICES BOARD (Patrolmen and Communications Attendants) Award MARITIME

SERVICES BOARD (Pilot Vessels) Award

MARITIME SERVICES BOARD (Storemen & Packers Bond & Free Stores) Award

MARITIME SERVICES BOARD Demarcation Award, Balmain No 2 Depot 1983

MARITIME SERVICES BOARD (Building Construction Trades) Award

MARITIME SERVICES BOARD (Surveyors Field Hands) Award

- MARITIME SERVICES BOARD (Transport Industry) Award
- MARITIME SERVICES BOARD (Transport Industry and Sanitary and Garbage) Award
- MARITIME SERVICES BOARD (Foremen Stevedores) Award
- MARITIME SERVICES BOARD (Clerical Administrative and Ancillary Support Staff) Award
- MARITIME SERVICES BOARD (Legal Officers) Award
- MARITIME SERVICES BOARD (Surveyors and Articled Survey Pupils) Award
- MARITIME SERVICES BOARD (Architects) Award
- MARITIME SERVICES BOARD (Scientific Officers and Chemists) Award
- MARITIME SERVICES BOARD (Technical Officers - Ports) Award
- MARITIME SERVICES BOARD (Technical Officers) Award
- MARITIME SERVICES BOARD (Drafting Officer and Technicians) Award
- MARITIME SERVICES BOARD (Marine Engineers, Engineers, Ship Surveyors, Shipwright Surveyors & c.) Award
- MARITIME SERVICES BOARD (Boating Service Officers) Award
- MARITIME SERVICES BOARD (State Boating Service, Port Operations) Award
- MARITIME SERVICES BOARD (Marine and Port Services) Award
- MARITIME SERVICES BOARD (Hours) Award
- MARITIME SERVICES BOARD (Senior Administrative and Business Management Officers) Award
- MARITIME SERVICES BOARD Building Construction Trades Labourers On Site (State) Award

8. Procedure to Avoid Industrial Disputation

8.1 Steps to be followed in resolving a dispute

Step 1

Employees or their union delegate should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible, usually within 24 hours of being notified.

Step 2

If the dispute is unresolved, the Employees or their representative may approach the Unit Manager or equivalent to resolve the dispute. Where the grievance has industrial or human resource implications, the Unit Manager shall consult the Human Resources / Employee Relations Unit to arrange discussions between the relevant parties as soon as practicable.

Step 3

At this point, if the dispute remains unresolved the Unit Manager shall inform the Chief Executive Officer and the Employees may refer the matter to the Corporation's Consultative Committee for resolution.

Step 4

Discussions between the union official and senior management shall be held.

Step 5

If the matter is unresolved the parties may refer the dispute to the Commission for conciliation, and if unresolved for arbitration.

8.2 While any dispute is being resolved, normal work is to continue, except in the case of a genuine and/ or declared safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work. Nothing in this procedure shall prevent the unions and the Employers from taking any action considered conducive to resolving the matters in dispute.

8.3 Leave of absence to attend proceedings: Where the provisions of 8.1 and 8.2 have been complied with, and to assist in the resolution of the matter, the union delegate/employee representative referred to in 8.1, will be granted leave of absence to attend Industrial Commission proceedings arising from referral of the matter in 8.1.

8.3.1 A union delegate/employee representative granted leave of absence under 8.1 will not suffer any loss of pay.

8.4 Leave of absence to attend courses: To assist in the resolution of disputes in an agency a union delegate/employee representative, referred to in 8.1, will be granted leave of absence to attend an accredited short course. The grant of leave will be subject to the operating requirements of the agency.

8.4.1 The specific training course will be agreed between the Employer and the individual Employee.

8.4.2 A union delegate/Employee representative granted leave of absence under 8.4 will not suffer any loss of pay

9. Anti-Discrimination

9.1 It is the intention of the respondents to this award to achieve the principal object in s.3 (f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

9.2 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 operations 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 of operation, has a direct or indirect discriminatory effect.

9.3 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 or unlawful discrimination or harassment.

9.4 Nothing in this clause is to be taken to affect:

9.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; 9.4.2 offering or providing junior rates of pay to persons under 21 years of age;

9.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

9.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 9.5 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.

10. Types of Employment

10.1 General

10.1.1 Employees under this award will be employed in one of the following categories:

- (a) Full Time Employees; or
- (b) Part-Time Employees; or
- (c) Casual Employees; or
- (d) Fixed Term Contract Employees ("Temporary Employees").

10.1.2 At the time of engagement an Employer will inform each Employee of the terms of their engagement and in particular whether they are to be Full-Time, Part-Time, Casual or Temporary Employees.

10.2 Casual Employment

10.2.1 A Casual Employee is an Employee engaged as such.

10.2.2 A Casual Employee for working within the ordinary hours of work (pursuant to Clause 16) shall be paid per hour for the work performed plus 20% loading which incorporates the casual Employees' entitlements to annual leave, annual leave loading and any other rates and allowances contained in this award except overtime and shift allowances.

10.2.3 Casual Employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

10.2.4 On each occasion a Casual Employee is required to attend work he or she is entitled to a minimum payment for two hours work.

10.3 Part-Time Employees

10.3.1 An Employer may employ Part-Time Employees in any classification in this award.

10.3.2 A Part-Time Employee is an Employee who:

- (a) works less hours than a full-time Employee;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro-rata basis, equivalent pay and conditions to those of fulltime Employees who do the same kind of work.

10.3.3 At the time of engagement the Employer and the part-time Employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.

10.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.

10.3.5 An Employer is required to roster a regular part-time Employee for a minimum of two consecutive hours on any shift.

10.3.6 An Employee who does not meet the definition of a regular part-time Employee and who is not a full-time Employee or temporary Employee will be paid as a casual Employee in accordance with clause 10.2.

10.3.7 All time worked in excess of the hours as mutually arranged, excluding any Additional Hours, will be overtime and paid for at the rates prescribed in clause 17 - Overtime, of this award.

10.3.8 A regular part-time Employee employed under the provisions of this clause must be paid for ordinary hours worked on a pro rata basis of the full-time Employee at the full-time Employee rate.

10.3.9 All Leave accruals and separation entitlements of part-time Employees shall be calculated and paid on a pro-rata basis of the full-time Employee at the full-time rate of pay.

10.4. Temporary Employees

10.4.1 An Employer may employ an employee on a fixed term contract ("Temporary Employee") in any classification in this Award.

10.4.2 A Temporary Employee is an Employee who:

- (a) works for a specified fixed term; or
- (b) works for a specific project; and
- (c) such a term has been agreed in writing before the Employee commences work.

10.5 Apprentices and Trainees

Awards and/or regulations to apply

10.5.1 Any awards and/or regulations made by any State Apprenticeship Board or Industrial board or industrial tribunal applies to any section of the trade to which such awards and/or regulations are expressed to apply, despite anything contained in this award.

10.5.2 Apprentices and Trainees will be paid the appropriate percentage of the salary rate for Maritime Officer Level 1 as set out in the Wage Rates (Appendix A), except where a wage is part of a national training wage award or equivalent set of pay and conditions for trainees engaged under an Apprenticeship Training Scheme or similar scheme.

10.5.3 The percentages of Maritime Officers levels MO1 and MO2 for the various apprenticeship levels covering all trades is detailed below:

1st year 66% 2nd year 80% 3rd Year 92% 4th year 105%

10.5.4 The percentages of Maritime Officers level MO1 for the various traineeship levels is detailed below:

Age 16 50% Age 17 55% Age 18 60% Age 19 64% Age 20 69%

10.5.5 An additional amount to cover the annualisation of working conditions, where applicable, will be determined by the Employer.

10A. Secure Employment

10A.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the

employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

10A.2. Casual Conversion

- 10A.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- 10A.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- 10A.2.3 Any casual employee who has a right to elect under paragraph 10A.2.1, upon receiving notice under paragraph 10A.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 10A.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 10A.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 10A.2.6 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 10A.2.3, the employer and employee shall, in accordance with this paragraph, and subject to paragraph 10A.2.3, 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 employer and the employee.

10A.2.7. Following an agreement being reached pursuant to paragraph 10A.2.6, 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.

10A.2.8. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

10A.3. Occupational Health and Safety

10A.3.1. For the purposes of this subclause, the following definitions shall apply:

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

10A.3.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

10A.3.3. Nothing in this subclause 10A.3 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.

10A.4. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

10A.5. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

11. Redundancy

11.1 Definition

Redundancy occurs when an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour. Redundancy is subject to the normal consultative processes outlined in the dispute settling procedures of this award.

11.2 Transfer of lower paid

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the 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 rate of pay and the new ordinary time rate for the number of weeks of notice still following.

11.3 Severance pay

11.3.1 In addition to the period of notice prescribed for ordinary termination in clause 12.1.1 an Employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Under 45 years of age	Over 45 years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

11.3.2 Week's pay means the ordinary time rate of pay for the Employees concerned.

11.3.3 Provided that the severance payments shall not exceed 26 weeks.

11.4 Employee leaving during notice period

An Employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However, in this circumstance the Employee will not be entitled to payment in lieu of notice.

11.5 Alternative employment

An Employer, in a particular redundancy case, may avoid making any severance payment if the Employer obtains suitable alternative employment for an Employee. In particular, here as a result of restructuring a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, and Employer may choose to maintain that Employee's salary for a period of 12 months. After that time, the salary will be set at the level of the position.

11.6 Time off during notice period

11.6.1 During the period of notice of termination given by the Employer the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

11.6.2 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 he or she shall not receive payment of the time absent. For this purpose a statutory declaration will be sufficient.

11.7 Employees exempted

11.7.1 This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency during a probationary period, neglect of duty or misconduct. This clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.

11.7.2 Notwithstanding the foregoing provisions apprentices and trainees who are engaged for a specific period of time shall, once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the end of his or her apprenticeship or traineeship and is reengaged by the same Employer within six months of such termination the period of apprenticeship or traineeship shall be counted as service in determining any future redundancy entitlements.

12. Termination of Employment

12.1 Notice of Termination by Employer

12.1.1 In order to terminate the employment of a Full-Time or Part-Time Employee the Employer shall be required to give the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week's pay
Over 1 year and up to the completion of 3 years	2 week's pay
Over 3 years and up to the completion of 5 years	3 week's pay
Over 5 years of completed service	4 week's pay

12.1.2 In addition to this notice, Employees over 45 years of age at the time of giving notice with not less than two years continuous service, are entitled to an additional week's notice.

12.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

12.1.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

12.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency during the probationary period neglect of duty or misconduct. The period of notice in this clause shall not apply to casual Employees, apprentices, trainees or Employees engaged for a specific period of time or for a specific task or tasks.

12.1.6 Notwithstanding the foregoing provisions apprentices or trainees who are engaged for a specific period of time shall once the apprenticeship or traineeship is completed and provided that the apprentices' or trainees' services are retained have all service including the training period counted in determining entitlements. In the event that an apprentice or trainee is terminated at the

end of his or her apprenticeship or traineeship and is reengaged by the same Employer within six months of such termination the period of apprenticeship or traineeship shall be counted as service in determining any future termination entitlements.

12.2 Notice of Termination by an Employee

12.2.1 The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

12.2.2 If an Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

12.3 Time Off During Notice Period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

13. Classifications and Wage Rates

13.1 Wage Rates

An adult Employee of a classification specified in the table attached (other than an apprentice or trainee) shall be paid not less than the rate per week assigned to the classification in which such Employee is working.

The attached rates of pay are minimum interim rates. The rights of the parties are reserved to apply for adjustments to the above rates consistent with the relevant statement of principles.

13.2 Arbitrated Safety Net Adjustment

The rates of pay contained in Part B of this award include the adjustments payable under the State Wage Cases of 2001, 2002, 2003 and 2004. These adjustments may be offset against:

13.2.1 any equivalent over award payments; and/or

13.2.2 award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

13.3 Disability and Travel Allowance

This allowance incorporates all former disabilities paid including, working conditions, foregone crib, laundry, meals, telephone & delivery voyage allowances or fares & travel pattern allowances.

13.4 Shift Loading and Penalty Allowance

The all-inclusive shift loading, is expressed as a separate annual payment and shall be paid to eligible Employees as contained in Part B of this award. This allowance incorporates all considerations including physical working conditions; shift working arrangements weekend & public holiday work and the 24-hour/ 365 day operations of the Employers.

13.5 Merit

Merit selection and the existence of a suitable vacancy will be the basis for promotion between levels.

13.6 Rate For Superannuation And Payment Of Entitlements

Employees will be paid superannuation in accordance with the applicable legislation. The applicable rate, together with shift allowances, where appropriate, will form the salary for payment of entitlements, including termination.

13.7 Option for Annualised Salaries

The parties agree to review the levels of overtime and additional hours payments and to annualise the salary for individual Employees or work groups on a cost neutral basis.

13.8 Option for Salary Sacrifice

By formal agreement between the Employer and the Employee concerned, the Employee may salary sacrifice to superannuation.

13.9 Options for Salary Packaging

Subject to meeting the requirements of the Employer and Australian Tax Office Rulings, Salary Packaging Options can be arranged at the written request of, and liability for FBT taxation, by the Employee.

13.10 Deductions

The Employee may nominate deductions consistent with the particular Employers' policy.

14. Allowances

14.1 Meal Allowances

14.1.1 An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the Employer or receive reasonable expenses in compensation for not being provided with a meal at the discretion of the Employer.

14.2 The First Aid Allowances

14.2.1 The First Aid Allowance is payable to appointed First Aid Officers responsible for first aid kits or facilities and for rendering first aid. This allowance is not payable where it is a specific designated job requirement and noted in a position description. Eligible Employees shall receive a weekly allowance in accordance with Part B of this award.

14.3 Clothing, Equipment and Tools

14.3.1 Where the Employer requires an Employee to wear any special clothing, the Employer will provide the Employee with such special clothing and such clothing will be worn by the Employee.

14.3.2 Where it is necessary that an Employee wear waterproof or other protective clothing the Employer will provide the Employee with such clothing. Where protective clothing is supplied without cost to the Employee, it will remain the property of the Employer. In the event of dispute, the necessity for the provision of protective clothing may be determined by the Employer's Occupational Health and Safety Committee.

14.3.3 An Employer may require an Employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and property and the value of them. If, when an Employee ceases employment, the Employee does not return the item/s of uniform and property (or any of them) in accordance with the receipt, the Employer will be entitled to deduct the pro rata value from the Employee's wages.

14.3.4 In the case of genuine wear and tear, damage, loss or theft that is not the Employee's fault the provisions of clause 14.3.3 will not apply.

14.3.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Employer's Occupational Health and Safety Committee.

14.3.6 Where the Employer requires an Employee to provide and use any tools or equipment the Employer will provide the Employee with such equipment.

14.4 Travelling Allowance

14.4.1 Working Late

When an Employer requires an Employee to work until it is too late to travel by his or her normal method of transport home the Employer must pay the cost of transport for the Employee to get home free of charge. This clause does not apply where the Employer provides alternative travel arrangements and/or accommodation for the Employee for the night free of charge or where travel allowances are included and paid as part of an Employee's annualised salary.

14.4.2 Working Early

When an Employer requires an Employee to start work before his or her normal starting time and before his or her normal method of transport to work is available the Employer must pay for the cost of transport for the Employee to get to work. This clause does not apply where the Employer provides transport for the Employee to get to work or where travel allowances are included and paid as part of an Employee's annualised salary.

14.4.3 Travel, accommodation & expenses connected with travel to other Ports or sites for emergency response activity, shall be subject to the travel provisions policy of each Employer.

15. Superannuation

15.1 Unless otherwise agreed only the following Superannuation Schemes shall be recognised and utilised for Employer contributions and shall, subject to individual fund eligibility rules, be available to the Employees.

15.1.1 First State Super (FSS) - NSW

15.1.2 State Authorities Superannuation Scheme (SASS) - NSW

15.1.3 State Superannuation Scheme (SSS) - NSW

16. Hours of Work - All Employees

16.1 Hours of work within this Award will be arranged to take into consideration the specific needs of the Employer and where possible the work preferences of Employees. Different patterns of hours may apply to various groups or sections to meet customer service or specific section/unit requirements.

16.2 Starting and finishing times should be mutually agreed between management of the Employer and Employees; however, if agreement cannot be reached the needs of the organisation must prevail and the Employer will determine starting and ceasing times. Employee coverage to meet the needs of the Employer will be determined through a process of mutual co-operation at Unit/Section level and will where possible take into account the specific needs of Employees.

16.3 Once starting and ceasing times have been established, reasonable notice will be given (normally 5 calendar days) if changes are required. The parties may agree to vary the starting and ceasing times with shorter notice. Employees can be required to report to a fixed place of work, or to the job.

16.4 The working of additional hours within the spread of hours will be by reasonable notice from management of the Employee. The working of additional hours outside the spread of hours will be by reasonable notice and approval of management of the Employee.

16.5 Hours of Work - Day Workers

16.5.1 This clause applies to all Employees of the Employer, except those employed as Shift Workers.

16.5.2 The ordinary hours of work of Day Workers shall be a maximum of 2072 per annum, worked as a minimum of 35 hours per week average over a cycle of 4, 8 or 12 weeks, to be determined by each Employer.

Up to 252 ordinary hours may be worked in the terms of the sub-clause 16.6 (Additional Hours) of this Award.

16.5.3 Any ordinary hours will be worked on any one-day (Monday to Friday) between the hours of 6:00am and 7:00pm (known as "Bandwidth").

16.5.4 At the instigation of a Day Worker, notwithstanding any other provision of this clause, the Day Worker(s) and the supervisor/manager may at any time agree to other arrangements provided they meet the needs of the Corporation and the minimum hours are worked within the cycle.

16.5.5 Ordinary hours will exclude meal breaks which will be a minimum of 30 minutes and a maximum of two hours taken having regard to service levels and operational requirements. Time taken for a meal break will not count as hours worked.

16.5.6 One refreshment break is to be taken on the job at a convenient time, having regard to service levels and operational requirements. Time taken for such break will count as hours worked.

16.6 Additional Hours & Overtime - Day Workers

16.6.1 At the end of each cycle, hours worked in addition to the Minimum Hours will be taken, at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual arrangement. Where operational requirements do not allow for time off in lieu, the Unit Manager may approve payment at ordinary time rates.

16.6.2 For approved hours worked in addition to the minimum hours and not taken in time in lieu:

(i) Payment at ordinary time for:

Up to 21 hours in a 4 week cycle Up to 42 hours in an 8 week cycle Up to 63 hours in a 12 week cycle

(ii) Payment at ordinary time and one half (T1.5) for hours:

Exceeding 21 and no more than 28 in a 4 week cycle Exceeding 42 hours and no more than 56 in an 8 week cycle Exceeding 63 and no more than 84 in a 12 week cycle.

(iii) Payment at double time (T2.0) for hours:

Exceeding 28 hours in a 4 week cycle Exceeding 56 hours in an 8 week cycle Exceeding 84 hours in a 12 week cycle

16.7 Hours of Work - Shift Workers

This clause applies to Shift Workers (as defined).

16.7.1 Ordinary Hours - Shift Workers

The ordinary hours of work of Shift Workers shall be no more than 2120 per annum worked as a minimum of 38 hours per week averaged over a 52 - week period. Up to 144 ordinary hours may be worked in the terms of clause 16.9 of this Award.

16.7.2 Shift Workers will work as a Team being allocated to duties by the supervisor according to rosters. Shift Workers shall not be rostered to work more than six shifts in any week, or four shifts in any week if working on a 12 - hour shift roster, except by agreement.

16.7.3 Shift Workers will perform additional periods of duty to their rostered hours as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

16.7.4 For twelve hour Shift Workers, a paid break of 30 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For other Shift Workers one paid break of 45 minutes duration shall be granted.

16.8 Newcastle Port Corporation

Ordinary hours of employment shall be no more than 40 hours per week averaged over a fifty two week period. In addition, by agreement between Newcastle Port Corporation and the Unions, additional ordinary hours will be worked to provide continuity of operations and short term relief. All hours (including published roster hours) in excess of 38 hours per week are additional hours & shall be recognised in the working conditions component of the shift workers salary as expressed in the site Enterprise Agreement.

16.9 Additional Hours & Overtime - Shift Workers

16.9.1 Additional hours shall be performed by Shift Workers as required to fulfil the Employers operational requirements including, but not limited to, Port Safety Operating Licence requirements.

16.9.2 Necessary overtime or Additional Hours, required to be worked to fulfil shift rosters to meet work demands has been fully compensated in the Employee's annualised salary and no separate or additional payment shall be made.

16.9.3 A Shift Worker who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the Shift Worker has not had at least 10 consecutive hours off duty between those times, shall be released after completion of such additional hours until that Employee has had 10 consecutive hours off duty without loss of pay for scheduled working time occurring during such absence.

16.9.4 The provision of clause 16.9.3 shall apply in the case of Shift Workers as if 8 hours were substituted for 10 hours when additional hours were worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a Shift Worker does not report for duty and another Shift Worker is required to replace such Employee; or
- (iii) where a shift is worked by arrangement between the Shift Workers themselves.

16.10 Continuation Shift Work

16.10.1 At the time of making this Award all Continuous Shift Work is on the basis of 12 hour shifts and except by agreement Shift Workers shall not be rostered to work more than 4 shifts in any seven day period, unless by mutual agreement.

16.10.2 Continuous Shift Workers shall perform additional periods of duty to meet operational requirements e.g. to complete tasks already commenced, respond to Emergency Conditions, for the purpose of handing over shifts, or to make up the complement of the next/previous shift.

No extra payment over and above the Total Salary shall be paid to Shift Workers for any additional hours worked in accordance with this sub-clause.

16.10.3 Shift rosters may be varied to cover short-term absences of other Teams or team members etc.

17. Overtime

17.1 Reasonable overtime

An Employer may require an Employee, other than a casual Employee, to work reasonable overtime at overtime rates.

17.2 When is an Employee paid at overtime rates?

A full-time Employee or Temporary Employee, with the exception of Shift workers and Day workers, are paid at overtime rates for any work done outside the ordinary hours and excluding any Additional Hours, set out in clause 16 - Hours of Work.

17.3 Meal break for overtime - Day workers

17.3.1 Overtime or additional hours will not accrue during meal breaks on overtime.

17.3.2 A meal break for overtime will be applied as follows:

- (i) Before Band with - for Day Workers who work overtime of 4 hours or more an unpaid meal break of a minimum of 30 minutes must be taken, prior to commencing ordinary hours.
- (ii) After Band with - for Day Workers who work overtime beyond 7pm, and unpaid meal break of a minimum of 30 minutes must be taken prior to commencing overtime.
- (iii) A Day Worker required to work an additional period of overtime of 4 hours or more will be required to take a further unpaid meal break of 30 minutes for each additional 4-hour period.
- (iv) Saturday, Sunday or Public Holiday - for Day Workers who work overtime of 4 or more hours, an unpaid meal break of a minimum of 30 minutes must be taken. Day Workers required to work additional overtime will be required to take a further unpaid meal break on completion of 4 or more hours.

17.4 Overtime - Day Workers

The following overtime provisions will apply to all Day Workers.

17.4.1 Day Workers recalled to work overtime will be entitled to a minimum of 4 hours payment for such work; except when such Employee is called in to work immediately before or after the Day Worker's roster. On these occasions such Employee will be paid for actual hours worked.

17.4.2 For overtime worked Monday to Saturday at the rate of time and one half (T1.5) for the first two hours and double time (T2) thereafter.

17.4.3 For overtime worked on a Sunday, at the rate of double time (T2).

17.4.4 For overtime worked on a Public Holiday, at the rate of double time and one half (T2.5), in addition to the normal remuneration for that day.

17.4.5 Employees required to work more than one hour's overtime either before or after Bandwidth hours Monday to Friday, or for 4 hours or more on a Saturday, Sunday or Public Holiday will be provided with a meal or allowance.

17.5 Does an Employee get a break after working overtime?

If starting work at the Employee's next rostered starting time would mean that the Employee did not receive a full ten hour break then either: the Employee may - without loss of pay - start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the Employer must pay the Employee overtime rates for all work performed until the Employee has received a break of at least ten hours.

17.6 Time off instead of payment of overtime

17.6.1 Despite clause 17.2 an Employee may choose, with the consent of the Employer, to take time off instead of payment for overtime at a time or times agreed with the Employer. This agreement must be in writing. The Employee must take the time off within 8 weeks of working the overtime unless by mutual agreement.

17.6.2 If requested by an Employee, an Employer must, by the pay period after receiving a request, pay the Employee for any overtime worked. The Employee must be paid at overtime rates.

18. Annual Leave

18.1 How long is annual leave?

An Employee is entitled to annual leave in accordance with the Annual Holiday Act 1944.

18.2 When to take annual leave?

An Employee may take annual leave at a time agreed with the Employer within twelve months of accrual, unless alternative arrangements are agreed.

18.3 How much notice?

The Employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time. In the absence of agreement the Employer may give at least fourteen days notice of the commencement of leave or part of leave which is due to the Employee.

18.4 Payment instead of leave?

An Employee must take annual leave. However, if the Employee leaves or is dismissed, the Employer must pay the Employee any leave entitlement including a proportionate amount for each full month worked since the Employee began working or last qualified for leave.

18.5 Public holidays falling within annual leave

18.5.1 If a public holiday falls within an Employee's annual leave, is prescribed in the award, and is on a day which would have been an ordinary working day, then:

extra time equivalent to the public holiday is added to the Employees annual leave; or

the Employee can choose to be paid for the public holiday instead of having the extra time.

18.5.2 The Employee shall not receive any pay for the public holiday unless:

the Employee starts work at the next rostered starting time on the first working day after his or her annual leave ends; or

the Employee has a reasonable cause for starting late.

19. Personal Leave

19.1 Amount of paid personal leave

19.1.1 Paid personal leave is available to an Employee when he or she is absent due to:

- (a) personal illness or injury (sick leave); or
- (b) for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave); or
- (c) because of bereavement on the date of an immediate family or household member (bereavement leave).

19.1.2 The minimum amount of personal leave to which an Employee is entitled is a minimum of thirty-five (35) hours on full pay for each year of service.

19.2 Immediate family or household

19.2.1 The entitlement to carer's or bereavement leave is subject of the person in respect of whom the leave is taken being either:

- (a) a member of the Employee's immediate family; or
- (b) a member of the Employee's household.

19.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

19.3 Sick leave

19.3.1 Definition

Sick leave is leave which an Employee other than a casual is entitled without loss of pay because of his or her personal illness or injury to a minimum of thirty-five (35) hours and to a maximum of forty (40) hours per year of service cumulative on a three year to date basis.

19.3.2 Employee must give notice

- (a) Subject to 19.3.2(c), before taking sick leave, an Employee must give at least two hours' notice before his or her next rostered starting time.
- (b) The notice must include:
 - the nature of the injury or illness (if known); and
 - how long the Employee expects to be away from work.

- (c) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone at the first opportunity.

19.3.3 Evidence supporting claim

The Employee must, if required by the Employer, establish by production of evidence satisfactory to the Employer that the Employee was unable to work because of injury or personal illness.

19.3.4 The effect of workers' compensation

If an Employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

19.4 Bereavement leave

19.4.1 Paid leave entitlement

An Employee other than a casual Employee is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours personal leave or bereavement leave on any occasion on which a member of the Employee's immediate family or household dies.

19.4.2 Unpaid leave entitlement

Where an Employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to use a minimum of fourteen (14) hours to a maximum of sixteen (16) hours unpaid bereavement leave.

19.4.3 Evidence supporting claim

The Employer may require the Employee to provide satisfactory evidence of the death of the member of the Employee's immediate family or household.

19.4.4 Bereavement entitlements for casual Employees

- (a) Subject to the evidentiary requirement in 19.4.3, a casual Employee is entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in sub-clause 19.2.2 of Clause (19) Personal Leave;
- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance; and
- (c) The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

19.5 Carer's leave

19.5.1 Use of Sick Leave

- (a) An Employee other than a casual Employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the Employee's care and support, shall

be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for at Clause 19.3 of the award, for absences to provide care and support, for such persons where they are ill. Such leave may be taken for part of a single day.

- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the Employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the Employee; or
 - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (iv) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (v) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
 - (a) "relative" means - a person related by blood, marriage or affinity;
 - (b) "affinity" means - a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means - a family group living in the same domestic dwelling.
 - (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

19.5.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in (c)(2) above who is ill.

19.5.3 Personal Carers Entitlement for casual Employees

- (a) Subject to the evidentiary and notice requirements in 19.5.1(d), a casual Employee is entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause 19.5.1(c) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

20. Parental Leave

20.1 See the provisions of the Industrial Relations Act 1996

20.2 The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW) (Act):

- (a) The Employer must not fail to re-engage a regular casual Employee (see section 53(2) of the Act) because:
 - (i) the Employee or Employee's spouse is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.

The rights of the Employer in relation to engagement and re-engagement of a casual Employee are not affected, other than in accordance with this clause.

- (b) Right to request:
 - (i) An Employee entitled to parental leave may request the Employer to allow the Employee:
 - (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

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

The Employee's request and the Employer's decision made under 20.2(b)(i)(B) and 20.2(b)(i)(C) must be recorded in writing.
- (iv) Request to return to work part-time

Where an Employee wishes to make a request under 20.2(b)(i)(C), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

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

20.3 Maternity Leave

20.3.1 Female Employees who have completed at least forty weeks continuous service with an Employer, shall be granted paid Maternity Leave on full pay for 315 hours (Day Workers) and 342 hours (Shift Workers) from the date the Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth, as indicated on the medical certificate furnished by the Employee with the application for Maternity Leave.

21. Jury

- 21.1 An Employee other than a casual Employee required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect to attendance for jury service.
- 21.2 An Employee shall notify the Employer as soon as possible for the date upon which they are required to attend for jury service.
- 21.3 Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

22. Public Holidays

- 22.1 Employees, other than casuals, shall be entitled to the following holidays without loss of pay:

New Year's Day

Australia Day Good Friday Easter Saturday

Easter Monday Anzac Day Queen's Birthday

Newcastle Show Day (for Newcastle Port Corporation Employees only)

National Aboriginal Day (for declared Aboriginal Employees)

Labour Day Christmas Day Boxing Day

Any additional Public Holiday day - at the discretion of the Employer to nominate or substitute a different day

Or such other day as is generally observed in the locality as a substitute for any of the said days respectively:

- 22.2 All time worked by an Employee other than casuals and Shift workers on a public holiday shall be paid for at the rate of double time and one half for the hours worked, with a minimum of four hours additional pay. Alternatively, such Employees who worked on a prescribed holiday may, by agreement, perform such work at ordinary rates plus half-time additional in that week provided that equivalent paid time is added to the Employee's annual leave or one day in lieu of such public holiday shall be allowed to the Employee during the week in which such holiday falls. Provided that such holiday may be allowed to the Employee within 28 days of such holiday falling due.
- 22.3 Where in a State or Territory or locality within a State or Territory and additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award, for Employees covered by this award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

23. Long Service Leave

- 23.1 An Employee is entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW) except where elsewhere provided in a certified agreement between the parties of this Award.

24. Savings Clause

- 24.1 The Parties agree that the provisions of an Enterprise Agreement which provide Employees with better terms and conditions will override the provisions of this Award to the extent of any inconsistency.

25. Enterprise Flexibility Agreement

- 25.1 In this clause a "relevant union" means - an organisation of Employees that: is party to this award; and has one or more members employed by the Employer to perform work in the relevant enterprise or workplace.
- 25.2 At each enterprise or workplace, consultative mechanisms and procedures will be established comprising representatives of the Employer and Employees. Each relevant union will be entitled to be represented.
- 25.3 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or workplace.
- 25.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.
- 25.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary will be made to the Commission. The agreement will

be made available in writing, to all Employees at the enterprise or workplace and to the unions, party to this award.

26. Area, Incidence and Duration

- (a) This award will apply to the industry of persons employed by Sydney Ports Corporation, Port Kembla Port Corporation and Newcastle Port Corporation (the Employer) other than those positions excluded under the definition of Employee.
- (b) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the NSW Port Corporations Award 2005 published 2 September 2005 (353 I.G. 561), as varied.
- (c) 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 10 September 2008.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Wage Rates

An adult employee of a classification specified in the table hereunder (other than an Apprentice or Trainee) shall not be paid less than the total rate per week assigned to the classification in which the employee is working.

Position	Total Rate pa \$	Total Rate pw \$	Minimum Rate pw \$	Residual pw \$	Disability & Travel Allowance \$	Annual Leave Loading pw \$
Marine Officer Award Level 1	27,903	534.77	527.70	00	-	7.07
Marine Officer Award Level 2	32,188	616.88	568.46	00	40.80	7.62
Marine Officer Award Level 3	35,469	680.28	625.25	00	46.65	8.38
Marine Officer Award Level 4	43,002	824.13	753.38	00	60.65	10.10
Marine Officer Award Level 5	48,075	921.35	840.11	00	69.98	11.26
Marine Officer Award Level 6	55,469	1,063.06	966.16	00	83.95	12.95
Marine Officer Award Level 7	57,968	1,110.95	1,096.26	00	-	14.69
Marine Officer Award Level 8	67,147	1,286.86	1,269.84	00	-	17.02
Marine Officer Award Level 9	74,425	1,388.03	1,369.68	00	-	18.35
Marine Officer Award Level 10	80,290	1,538.75	1,518.40	00	-	20.35

Shiftworker Classification	Minimum Allowance Per Annum or (\$)	Minimum Allowance Per Week (divided by 365.25 x 7)
Sydney Ports Corporation		
Port Officer Entry	18,987	363.88
Port Officer Level 1	18,987	363.88
Port Officer Level 2	21,202	406.33
Communications/Marine Supervisor	22,434	429.95
Newcastle Port Corporation		
Port Officer	18,924	362.67
Port Services Officer and Master/Engineer	21,717	416.20
RDO relief	19,737	378.25
VTIC Officer	20,705	396.81
Port Kembla Port Corporation		
Port Officer - Entry	19,015	364.43
Port Officer	19,015	364.43
Ship Port Officer	21,822	418.21
VTIC Operator	19,442	372.61

First Aid Allowance	Minimum Rate pa \$	Minimum Weekly Rate \$
Appointed First Aid Officer	599	11.49

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

PASTORAL 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 2302 of 2008)

Before Commissioner Bishop

14 January 2009

VARIATION

1. Delete subclause (a) of clause 74, Safety Net and State Wage Case Commitments, of the award published 26 October 2001 (328 I.G. 1188) and insert in lieu thereof the following:
 - (a) 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 over-award payments; and/or
 - (ii) 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**

Clause No.	Rates for Shearers	Rate \$
10(a)(i)	If "not found": For flock sheep (wethers, ewes and lambs) by machine With own handpiece	227.65 per 100 231.44 per 100
10(a)(viii)	If "found": The rates prescribed for "not found" in clause 10 (a)(i) less	21.15 per day
10(a)(ix)	Engagement by the day, handpiece provided: "Not found" "Found" "Found" If using own handpiece: "Not found" "Found"	170.15 per day 149.00 per day 172.80 per day 151.65 per day

Clause No.	Rates for Crutching	Rate per 100 at sheds \$	Rates per 100 other than at sheds \$
11(a)	If "Not found" - Full crutching, that is, shearing the inside and parts of the legs, between the legs, and around and above the tail. In addition when required: Removing wool that has been struck by blowfly; and/or Lifting the bottom leg and shearing that leg prior to turning sheep to complete the shearing around and above the tail; and/or giving up to two blows above the tail	66.00	56.90
	All other crutching	52.35	45.55
	For wiggging or ringing	25.05	25.05
	For either wiggging or ringing in addition to crutching - crutching rates plus	6.85	6.85
	For wiggging and ringing	41.00	41.00
	For wiggging and ringing in addition to crutching - crutching rates plus	11.40	11.40
	For clearing the belly of any ewe above the teats (not more than two blows of the machine or shears) - crutching rates plus For rams and ram stags - double the rates prescribed in paragraphs (i) to (vi) of subclause (a) of clause 10, Rates for Shearers	5.70	5.70
	Handpiece Allowance	1.27 per 100	1.27 per 100
	For Stud ewes and their lambs - one and one quarter of the rates prescribed in paragraphs (i) to (vi) of subclause (a) of the said clause 10.		
11(b)	If Not "found" - Piecework rates Use of own handpiece	170.15 172.80	170.15 172.80
11(c)	Per Day: If "found", the rates as per piecework rates above less	21.15 per day	21.15 per day

Clause No.	Rates for Shed Hands	Per Run \$
12	If "not found" - Adults: For adults with 65 days or more experience as a shed hand For adults with less than 65 days experience as a shed hand	45.20 43.65
	Juniors - 18 to 20 years - With 65 work days or more experience as a shed hand With less than 65 work days experience as a shed hand Under 18 years - With 65 work days experience as a shed hand With less than 65 work days experience as a shed hand If "found" - The rates prescribed for adults for "not found" less	40.70 39.25 31.65 30.50 21.15

Clause No.	Rates for Woolpressers	Per Kilo \$	Per Bale \$
13(a)(i)	If "not found" - For pressing: By hand By power	0.0957 0.0639	14.58 9.72
13(a)(ii)	For weighing and branding bales Minimum weekly rate(per run x no. of runs)		0.29 per bale extra 46.75 per run

13(a)(v)	If "found" - The rates prescribed for "not found" in clause 13 (a)(i)(ii) less		21.15 per day
1	Woolpressers engaged at timework rates: If "not found" If "found" - the rate prescribed for "not found" less		46.75 Per run 21.15 per run

Clause No.	Rates for Shearing Cooks	Per Week \$
14(a)	If "found" - Cooking for up to 13 persons Cooking for 13 person and over	196.71 per day 15.13 per person per day

Clause No.	Rates for Station Hands	SWC 2007 Amount \$	SWC 2008 Adjustment %	SWC 2008 Amount \$
50(a)(i)(1)	Without keep - Station Hand Grade 1	531.40	4%	552.70
50(a)(i)(2)	General Station Hand Grade 2	549.40	4%	571.40
50(a)(i)(3)	Senior Station Hand Grade 3	575.40	4%	597.50
50(a)(i)(4)	Rural Tradesperson	618.40	4%	643.10
50(a)(iii)	Adult Station Hand engaged by the day Without keep		15.61 per hour	16.23 per hour
	With keep - The weekly rates prescribed above, less		91.70	95.35

Clause No.	Rates for Station Cooks	SWC 2007 Amount \$	SWC 2008 Adjustment %	SWC 2008 Amount \$
50(b)	Cook who cooks for 13 persons or less on the average of the week	531.40	4%	552.70

The cook shall not be included when counting the average number of persons cooked for.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	18(d)	Learner's comb/cutters allowance	9.30 per week
2	22(a)(ii)	Sleeping quarters allowance	36.15 per night
3	22(a)(ii)	Excess travelling time allowance	13.15 per hour
4	22(b)(i)	Travelling allowance (Shearers/Crutchers only)	9.90 per day
5	22(b)(ii)	Vehicle allowance	0.31 per km
6	23(d)(i) & 54 (c)	Meat charge (if supplied by the employer)	0.45 per kg

7	26(a)	Breakdown of machinery allowance - "not found" "found" With own handpiece - "not found" "found"	136.45 per day 114.10 per day 138.95 116.40
8	31(e)	Charge for injured sheep	1.59 per sheep
9	37(g)	Leaving forfeiture - Maximum	1042.32
10	39(g)	Excess rate for waiting time - Leaving or discharge	135.10 per day
11	39(h)	Excess rate for waiting time - Cut-out	135.10 per day
12	52(a)	Own horse allowance	2.30 per week
13	52(a)	Own saddle allowance	1.75 per week
14	52(c)	Jetting/spraying/swabbing sheep	1.04 per day
15	62	Meal Allowance-travelling	1.00 per day
16	62	Accommodation Allowance- travelling	3.00 per night

3. Delete Schedule B, Formula and insert in lieu thereof the following:

SCHEDULE B

FORMULA

Shearer's Formula

	\$
Total Rate	575.30
Plus 20% piecework allowance - total rate x 20%	115.06
Plus 20% casual loading - total rate x 20%	115.06
Plus shearing industry allowance	249.70
- delays for wet weather	45.85
- travelling	71.40
- isolation and discomfort	88.25
- rations	44.20
Total	1055.12
Rates per 100 conversion - total divided by 5	211.00
Plus disability allowance	1.60
Plus allowance for combs/ cutters	15.05
Total Rate per 100	227.65
Plus payment for handpiece	3.79
Total	231.44
Crutching Rates -	
Full crutching at sheds: 29% of shearer's per 100 rate	66.00
All other crutching at sheds: 23% of shearers per 100 rate	52.35
Full crutching other than at sheds: 25% of shearer's per 100 rate	56.90
All other crutching other than at sheds: 20% of shearer's per 100 rate	45.55
Wigging or ringing: 11% of shearer's per 100 rate	25.05
Wigging or ringing in addition: 3% of shearer's per 100 rate	6.85
Wigging and ringing: 18% of shearer's per 100 rate	41.00
Wigging and ringing in addition: 5% of shearer's per 100 rate	11.40
Cleaning bellies, etc: 2.5% of shearer's per 100 rate	5.70
Lack of amenities allowance (per day)	7.35
Handpiece allowance (per 100)	1.27

	Handpiece provided \$	Handpiece not provided \$
Daily rate - "Not found" - Old daily rate x Shearer's rate per 100 divided by old shearer's rate per 100	170.15	172.80
"Found" - Not found rate less found deduction	149.00	151.65

Learners -	Per Run \$
Inexperienced adult shed hand rate	43.65
Experienced adult shed hand rate	45.20
	Per week \$
Combs and cutters allowance: 62.25% of shearer's combs and cutters allowance per 100	9.35
Shearing Cook's Formula - Base rate	566.14
Safety Net Adjustment	4%
Total Rate	588.79
Plus 20% casual loading - total rate x 20%	117.76
Plus 20% long hours allowance - total rate x 20	117.76
Plus shearing industry allowance	159.25
Travelling	71.10
Isolation / discomfort	88.15
Total	983.56
Daily rate - total divided by 5	196.71
Per employee per day rate - daily rate divided by 13	15.13
Shed Hands (Adult) Formula - With less than 65 work days experience:	Amount \$
Base Rate	499.38
Safety Net Adjustment	4%
Total Rate	519.36
Plus 20% casual loading - new base wage rate x 20%	103.87
Plus shearing industry allowance	249.20
- delays for wet weather	45.65
- travelling	71.20
- isolation/discomfort	88.25
- rations	44.10
Total	872.43
Per run - total divided by 20	43.60
With more than 65 work days experience:	
Base rate	524.42
Safety Net Adjustment	4%
Total rate	545.40
Plus 20% casual loading - new base wage rate x 20%	109.08
Plus shearing industry allowance	249.20
- delays for wet weather	45.65
- travelling	71.20
- isolation/discomfort	88.25
- rations	44.10
Total	903.68
Per run - total divided by 20	45.20
Juniors: 18-20 years: With 65 work days or more experience as shed hand - 90% of equivalent adult rate	40.70

With less than 65 work days experience as a shed hand -90% of equivalent adult rate	39.25
Under 18 years: With 65 work days or more experience as shed hand - 70% of equivalent rate	31.65
With less than 65 work days experience as a shed hand - 70% of equivalent adult rate	30.50

Woolpresser's Formula	Piecework \$	Timework \$
Base Rate	529.80	549.45
Safety Net Adjustment	4%	4%
Total	551.00	571.45
Plus 20% piecework allowance- total rate x 20%	110.20	
Plus 20% casual loading - total rate x 20%	110.20	114.29
Plus shearing industry allowance	249.20	249.20
- delays for wet weather	45.65	45.65
- travelling	71.20	71.20
- isolation/discomfort	88.25	88.25
- rations	44.10	44.10
Total per week	1020.60	934.94
Per run - total divided by 20	51.03	46.75
- by hand - per bale - total divided by 70	14.58	
- by hand - per kilo - rate divided by 152.4	0.0957	
- by power - per bale - by hand per bale rate x 2/3	9.72	
- by power - per kilo - rate divided by 152.4	0.0639	

Additional Rates -	Per day \$
Found deduction - cooks per employee per day rate plus \$6.00 per rations	21.15
Breakdown allowance - old rate x shearer's rate per 100 divided by old shearer's rate per 100:	
- Not found - handpiece provided	136.90
- handpiece not provided	139.20
- Found - handpiece provided	114.30
- handpiece not provided	116.60
Waiting time - old rate x shearer's rate per 100 divided by old shearer's rate per 100	136.90
Absence from work - shearer's weekly wage equivalent (rate per 100 x 5)	1138.25

4. Delete Schedule C and insert in lieu thereof the following:

SCHEDULE C

ECONOMIC INCAPACITY

- (1) Employers listed in this Schedule have been granted a postponement in the payment of wages and allowance increases flowing from the State Wage Case 2008 Decision in respect of employees engaged pursuant to Section II - Station Hands, of the award due to adverse economic circumstances as a consequence of drought. The list can be added to or subtracted from at any time subject to a ruling of the Industrial Relations Commission of New South Wales. The postponement commences from the date the application is approved until 1 August 2008 subject to the capacity to make a further application at that time.
- (2) Applications will be dealt with by the Industrial Relations Commission of New South Wales in accordance with the process outlined in the decision of Vice President Ross of the Australian Industrial

Relations Commission in PR 940769 (19 November 2003) on the proviso that any reference in that decision to industrial tribunals, industrial provisions or principles in the jurisdiction of the Commonwealth of Australia shall be read as referring, where practicable, to its State counterpart in New South Wales.

- (3) The wages to be paid by the employers listed in the Schedule relate to Section II - Station Hand employees. The following wage rates and allowances correspond to the relevant clauses in this award:

Clause No.	Rate \$
50(a)(i)(1)	531.40
50(a)(i)(2)	549.40
50(a)(i)(3)	574.50
50(a)(i)(4)	618.40
50(a)(i)	91.70
50(b)	531.40
52(a)	2.20 and 1.70 respectively
52(c)	1.00
62	0.93 and 2.80 respectively

- (4) The Commission has approved the application to postpone wage and allowance increases in accordance with clauses 1 and 2 of this Schedule to the following employers:

Employer Name	Employer Address	Operative Date
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5. This variation shall take effect from the beginning of the first full pay period to commence on or after 31 December 2008.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(541)

SERIAL C6959**POTATO CRISP MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2074 of 2008)

Before Commissioner Cambridge

11 November 2008

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 11 April 2008 (365 I.G. 540), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case June 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**

- (i) Adult Employees:

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	647.40	25.89	673.30
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	645.00	25.80	670.80
Waste Water Treatment and Plant Operator (Arnotts)	651.90	26.07	678.00
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	638.10	25.52	663.60
Packing Machine Operator, Fork Lift Truck Driver	635.70	25.42	661.10
Waste Water Treatment and Plant Operator	631.90	25.27	657.20
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	611.60	24.46	636.10
Person who, in the course of a shift, cleans toilets	603.60	24.14	627.70
Other employees not elsewhere classified	600.70	24.02	624.70

- (ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage %
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	5(ii)	Leading Hand Allowance	38.30/wk	39.80/wk
2	5(iv)	Team Leader - Arnotts Foods only	61.55/wk	64.00/wk
3	3(iii)(b)	Afternoon Shift Allowance	86.60/wk	90.10/wk
4	3(iv)(b)	Night Shift Allowance	172.15/wk	179.00/wk
5	8(vi)	Meal Allowance	8.90/meal	9.30/meal
6	16(iii)	First-aid Allowance	2.30/day	2.40/day

Note:

These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case 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 11 November 2008.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1020 of 2008)

Before The Honourable Justice Walton, Vice-President

7 November 2008

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
12.	Annual Leave
24.	Anti-Discrimination
32.	Area, Incidence and Duration
1.	Arrangement
17.	Continuing Medical Education
2.	Definitions
15.	Family and Community Services Leave and Personal/Carer's Leave
29.	Higher Duties Allowance
7.	Hours of Work
6.	In-Charge Allowance
23.	Labour Flexibility
20.	Long Service Leave
21.	Maternity, Adoption and Parental Leave
31.	No Further Claims
11.	On-Call and Call-Back
10.	Overtime
8.	Penalty Rates
13.	Public Holidays
28.	Reasonable Hours
25.	Redundancy - Managing Displaced Employees
3.	Salaries
5.	Salary increases and work value
26.	Salary Sacrifice to Superannuation
27.	Salary Packaging
4.	Senior Career Medical Officer
18.	Settlement of Disputes
14.	Sick Leave
9.	Time Worked
22.	Trade Union Leave
19.	Travelling Allowances
30.	Underpayment and Overpayment of Salaries
16.	Uniform and Laundry Allowance

PART B

Table 1 - Allowances

2. Definitions

"Association" means the Australian Salaried Medical Officers' Federation (New South Wales) or the Health Services Union.

"Career Medical Officer" means a medical practitioner who is registered with the Medical Board of New South Wales and is not employed under the classifications set out in the Public Hospital (Medical Officers) Award.

"Department" means the NSW Department of Health.

"Director of Public Employment" means the position of that name established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Director-General" means the Director-General of the Department.

"Employer" means the Director-General exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).

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

"Public Health Organisation" means an organisation defined in section 7 of the Health Services Act 1997 as follows:

- (a) an area health service; or
- (b) a statutory health organisation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

3. Salaries

Part A -

Salaries for Career Medical Officers shall be as set out in the Health Professional and Medical Salaries (State) Award.

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment. Provided that nothing in this clause precludes the employer, at the employer's sole discretion, from:

- (i) initially appointing a Career Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Career Medical Officer through the steps within the relevant grade irrespective of length of service.

Provided that an employee employed on the Transitional Grade as at the commencement date of this Award shall remain on that scale. Progression within the Transitional Grade shall be in accordance with the provisions of this Award.

Individual Career Medical Officers employed as at 26 May 2005 in receipt of a salary higher than that of Senior Registrar as set out in the Health Professional and Medical Salaries (State) Award may reach written agreement

with the employer that overtime payment will be calculated on the salary ascribed to Senior Registrar, as varied from time to time. Any such agreement will require further written agreement on an annual basis.

Part B -

- (a) For the purpose of calculation of payments to employees 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.

- (b) Employees shall be eligible to progress to the next higher step in the scale on the anniversary of the date on which they were appointed.

Part C - Permanent Part-Time Career Medical Officers

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Employees engaged under Part C of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Part A, with a minimum payment of two hours for each start and one thirty-eighth of the appropriate allowances prescribed by Clause 15, Uniform and Laundry Allowances, if applicable but shall not be entitled to an additional day off or part thereof as prescribed by Clause 6, Hours of Work.
- (iii) Employees engaged under Part C of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) Employees engaged under Part C of this clause are entitled to contribute to the appropriate superannuation scheme subject to the requirements of relevant legislation.
- (v) A permanent part-time employee will progress to the next incremental step every 12 months from the date of commencement of employment, provided the work performed by the employee outside the scope of the part-time agreement is commensurate with the experience of a full-time employee and is acceptable to the employer. This subclause does not preclude accelerated progression.

4. Senior Career Medical Officer

- (i) A grading committee consisting of two nominees of the Department and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within 28 days of an application being submitted to the employer.
- (ii) The grading committee shall not recommend appointment to the Senior Career Medical Officer grade unless the individual:
- (a) has at least seven years postgraduate clinical experience; and
 - (b) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and
 - (c) is required by the employer to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the employer.

- (iii) If a grading committee does not recommend progression by a Career Medical Officer to Senior Career Medical Officer then the committee must provide written reasons to why progression was not recommended, which should provide guidance in respect of any future applications. Such written reasons must be provided to the Career Medical Officer within 21 days of the date of the meeting held to consider the application for regrading.
- (iv) A Career Medical Officer shall not make more than one application for progression to Senior Career Medical Officer in any 12 month period.
- (v) Subject to subclause (vi) of this clause, a Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of his or her commencement on that grade.
- (vi) A Career Medical Officer appointed to the Transitional Grade shall be entitled to apply to be appointed to the Senior Career Medical Officer grade in accordance with the provisions of this clause. Provided that a Career Medical Officer who has been employed on the top step of the Transitional Grade for at least 12 months and who is appointed as a Senior Career Medical Officer shall be entitled to progress to the second step of the Senior Career Medical Officer grade after six months.

5. Work Value

The employer and the Associations agree that the salary rates provided under this Award recognise and cover all work value change and productivity gains for the period up to 1 July 2007 and extinguish all work value, special case or other claims prior to that date for Career Medical Officers.

6. in-Charge Allowance

An allowance as set out in Item 1 of Table 1 - Allowances shall be paid to employees for each twelve hours of duty or part thereof of continuous in-charge duty for responsibility for after hours medical services. This allowance shall be varied in accordance with increases in salary rates under this Award.

7. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering employees for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting employees roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an employee shall be paid the monetary value of any untaken additional roster leave, calculated at the employee's ordinary time rate of pay as prescribed by Clause 3, Salaries.
- (ii) Employees shall be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than eight hours in length on a weekday or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an employee is not employed for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number -

Number of calendar days employed
Number of calendar days in pay period

- (vii) Employees shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This subclause shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.
- (viii) In the interests of patient care and the health and welfare of medical staff, employees shall have a break from duty for the purpose of taking a meal. There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (ix) If employees are required to work during their meal breaks they shall be paid for the time worked. Unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.
- (x) Medical administrators are to establish simple and effective procedures in consultation with employees to record when staff are required to work through their meal breaks and to ensure that payment is made.

8. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate:

- (i) Hours worked between 6.00 pm and midnight, Monday to Friday - 12.5%.
- (ii) Midnight and 8.00 am, midnight Sunday to midnight Friday - 25%.
- (iii) Midnight Friday and midnight Saturday - 50%.
- (iv) Midnight Saturday and midnight Sunday - 75%.

9. Time Worked

Time worked means the time during which an employee is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him/her to perform, and it shall include times when the employee, in waiting to carry out some active functions, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include uninterrupted breaks allowed and actually taken for meals.

Provided further that where an employee attends of his/her own volition outside of hours rostered on duty, or where an employee remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

10. Overtime

- (i) All time worked by employees in excess of the ordinary hours specified in clause 7, Hours of Work, shall be paid at the rate of time and one half for the first two hours, and double time for the remaining hours worked, provided that all overtime performed on a Sunday shall be at double time.
- (ii) All time worked by employees employed pursuant to Part C, Permanent Part-Time Career Medical Officers, of clause 3, Salaries, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift shall be paid at the appropriate overtime rate prescribed herein. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on the shift 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) An employee who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime the meal allowance as determined by the Director of Public Employment from time to time:
 - (a) for breakfast when commencing such overtime work at or before 6.00 am;
 - (b) for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm;
 - (c) for luncheon when such overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays;or shall be provided with adequate meals in lieu of such payments.
- (iv) Provided however that an employee employed in a community health facility shall be granted time in lieu of overtime payments. Such time in lieu shall be taken within three months of accrual and at ordinary time. If such accrued time in lieu is unable to be taken within the three month period, it is to be paid out at the end of the three month period in accordance with subclause (i) above at the current rates of pay then applying.

11. On-Call and Call-Back

- (i) An "on-call period" is a period during which an employee is required by the employer to be on-call. No employee shall be required to remain on call while on leave.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An employee shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 2 of Table 1 - Allowances and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 2 with a maximum payment as set out in the said Item 2 per week. These allowances shall be varied in accordance with increases in salary rates under this Award.
- (iv) Subject to subclause (v) below, an employee who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates. If an employee is called back on more than one occasion during the call back period for which he or she is paid, the employee will not be entitled to further payment until the expiration of the four hour payment period.
- (v) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum of one hour at such rates.
- (vi) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred being available for emergency duty.

12. Annual Leave

- (i) All employees shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months service as defined in this Award plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Employees who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;

- (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call-backs pursuant to clause 10, Overtime, shall be disregarded when assessing an employee's entitlement under this subclause.
 - (d) The calculations referred to in paragraphs (a) and (b) of this sub-clause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (iii) 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 the whole or any separate period of such annual leave may, by mutual agreement between the employer and the employee, be postponed for a further period not exceeding six months.
 - (iv) If the employee and the employer so agree, the annual leave or any such separate periods may be taken wholly or partly in advance before the employee has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
 - (v) Except as provided by this clause, payment shall not be made to an employee in lieu of any annual leave or part thereof nor shall any such payment be accepted by the employee.
 - (vi) The employee shall be given at least two months notice of the date from which his/her annual leave is to be taken.
 - (vii) Each employee shall be paid before entering upon annual leave his/her ordinary rate of salary for the period of leave.
 - (viii) Where the employment of an employee is terminated, the employee shall be entitled to receive proportionate payment for each completed month of service, together with such additional annual leave entitlements due under sub clause (ii). All payments are to be made at the rate of salary to which such employee is entitled under this Award.
 - (ix) Where the annual leave under this clause or any part thereof has been taken in advance by an employee pursuant to sub clause (iv), of this clause; and
 - (a) the employment of the employee is terminated before he/she has completed the year of employment in respect of which such annual leave or part thereof was taken; and
 - (b) the sum paid to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub clause (viii) of this clause, the employer shall not be liable to make any payment to the employee under the said sub clause (viii); and

shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

- (x) Any annual leave which had accrued to an employee employed immediately prior to the operative date of this Award under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.

(NOTATION: The conditions under which the annual leave loading shall be paid to employees are the same as generally applied through policy directives issued by the Department).

13. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay.

- (ii) Where an employee is required to and does work on any of the public holidays, as set out in this clause, the employee shall have one day added to the period of his/her annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the employee. The provisions of this sub clause shall also apply to employees where a public holiday falls on a rostered day off.
- (iii) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital in which the employee is employed is situated.
- (iv) All hours worked on public holidays shall be paid at the rate of time and one half.

14. Sick Leave

- (i) An employee shall be allowed sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
 - (a) The employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner, approved by the employer, or may require other satisfactory evidence thereof. This requirement shall be dispensed with where the absence does not exceed two consecutive days.
 - (b) An employee shall not be entitled to sick leave until the expiration of three months' continuous service.
 - (c) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
 - (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 workers' compensation; provided, however, an employer shall pay to an employee who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay, if the employee elects such payment. The employee's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
 - (e) An employee not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of Clause 20, Long Service Leave.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable under clause 16, Uniform and Laundry Allowance.
- (iv) Sick leave as defined shall accrue and be transferable between hospitals, at the rate of 76 rostered ordinary hours of work per year of continuous service, minus leave taken.
- (v) Any sick leave which had accrued to an employee employed immediately prior to the operative date of this Award, under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an employee under the provisions of this clause.

- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual or long service leave shall be re-credited where an illness of at least a week's duration occurs during the period of annual or long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of service.

15. Family and Community Services Leave and Personal/Carer's Leave

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment (State) Award are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

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

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(iv) FACS Leave - entitlement

(a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

(c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift eg of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

(vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.
- (v) Use of make-up time
- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

16. Uniform and Laundry Allowances

- (i) Sufficient suitable and serviceable uniforms shall be provided for each employee required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where an employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
 - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 3 of Table 1 - Allowances;
 - (b) in other cases, an amount as also set in Item 3 of Table 1.

17. Continuing Medical Education

- (i) After 12 months employment, an employee shall be entitled to 7 days of paid leave per annum for the purposes of Continuing Medical Education and professional development. This entitlement can accrue to a maximum of 21 days. The value of such leave is not payable on termination.
- (ii) The approval of the employer is required for such leave, which must not interfere with the maintenance of essential services and patient care. Approval shall not be unreasonably withheld.
- (iii) The Continuing Medical Education or professional development activities undertaken during such paid leave must be relevant to the position occupied by the employee.

- (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the NSW Health Policy Directive PD2005_619, Travel - Official, as amended from time to time, shall apply to any travel under this clause.
- (v) Expenses shall be reimbursed where the approved Continuing Medical Education or professional development activity falls on days that would not otherwise be working days.

18. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Public Health Organisation or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Association.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Director-General and the Head Office of the Association(s). The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) While these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied. Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue while these procedures are being followed. For this purpose "status quo" means the work procedures and practice in place:
 - (a) immediately before the issue arose; or,
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (iv) The Association(s) reserve(s) the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members with equal representatives of the Director-General and the Association(s). Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer and the Association(s) respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the industrial committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the Industrial Relations Act 1996.

19. Travelling Allowances

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Public Service as determined by the the Director of Public Employment from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An employee who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres

of official running, he/she shall be paid at the official business rate payable to members of the New South Wales Public Service as determined by the Director of Public Employment from time to time.

- (iii) For the purpose of sub-clause (ii) travel on official business:
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

NOTATION: -

- (i) For conditions relating to secondments see relevant Departmental policy directives.
- (ii) Travelling compensation applies to staff required to work at centres other than their headquarters.

20. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.
 - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.
- (ii) For the purposes of subclause (i) of this clause:
 - (a) service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time.
 - (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the condition that where an employee, after ceasing employment with the employer is re-employed subsequent to the 1st July 1974, any service of that employee before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to

that employee in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.

- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
 - (2) any period of part-time service, except permanent part-time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination unless the employee transfers his or her leave entitlement in accordance with NSW Health Policy Directive PD2006_096 Staff Mobility, as amended from time to time. .
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years service and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an employee has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

21. Maternity, Adoption and Parental Leave

A Maternity Leave

(i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service 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 Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite 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:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new 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.

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

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 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.

(iv) Unpaid Maternity Leave

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the Industrial Relations Act 1996.

(vii) 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.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten 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 years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. 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.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., 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.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the Industrial Relations Act 1996. 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.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) 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, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should

an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the Industrial Relations Act 1996, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

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

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) 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).

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 (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave..

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 (i)(c) 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.

B Adoption Leave

(i) Eligibility

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 eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including 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 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.

(b) 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.

(iv) Applications

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. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to return to Previous Position

As per maternity leave conditions.

C Parental Leave**(i) Eligibility**

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) 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:

- (a) 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), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) 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.
- (d) 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 provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

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.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although 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.
- (c) 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.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) 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.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) 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;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E Communication During Leave

- (i) 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:
 - (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 the 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 the leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 and/or Determination made under the Health Services Act 1997.
- (b) Where a casual employee is entitled to parental leave under the Industrial Relations Act 1996, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

(d) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

22. Trade Union Leave

(i) Eligibility

Applies to members of the Association(s) accredited by the Association(s) as delegates.

(ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; and
- (b) meetings of the union's executive/committee of management;
- (c) authorised union delegate meetings;
- (d) annual conference of Unions NSW;
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) Limits

There is no limit on the special leave that could be applied for or granted.

(iii) Responsibilities of the Union Delegate

Responsibilities of the union delegate are:

- (a) to establish accreditation as a delegate with the union;
- (b) to provide sufficient notice of absence to the employer; and,
- (c) to lodge a formal application for special leave.

(v) Responsibilities of the relevant Association

Responsibilities of the relevant Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and,
- (c) to provide the employer with confirmation of attendance of attendance of the accredited delegate.

(vi) Responsibilities of the employer

Responsibilities of the employer are:

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and,

(c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is taken on an accredited delegate's non-working day or before or after their normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this Clause - see also subclause (v) above.

23. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) 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 or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances. In no circumstances shall an employee's salary be reduced by the application of this clause.

24. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment 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:

25. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive PD2007_085 'Managing Displaced Staff of the NSW Health Service' as amended from time to time.

26. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 3 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 27. 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.

- (ii) 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.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) 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.
 - (b) 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

- (c) 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.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) 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.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the Police Regulation (Superannuation) Act, 1906;
 - (b) the Superannuation Act, 1916;
 - (c) the State Authorities Superannuation Act, 1987;
 - (d) the State Authorities Non-contributory Superannuation Act, 1987; or
 - (e) the First State Superannuation Act, 1992.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) 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 (v) above, the employer will continue to base contributions to that fund on the salary payable under Clause 3. 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.

27. Salary Packaging

- (i) 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 (iv) below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) 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.
 - (c) '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 3. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

28. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

29. Higher Duties Allowance

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

30. Underpayment and Overpayment of Salaries

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (i) Underpayment
- (a) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
 - (b) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
- (ii) Overpayment
- (a) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (b) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
 - (c) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (d) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(c) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (e) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(c) above, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

31. No Further Claims

There shall be no further salary or conditions claims made during the term of this Award.

32. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Career Medical Officers (State) Award published 10 March 2006 (357 IG 986) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 7 November 2008, and shall remain in force until 30 June 2011.

PART B**Table 1 - Allowances**

Item No.	Clause No.	Description	Rate From 1.7.2008 \$	Rate From 1.7.2009 \$	Rate From 1.7.2010 \$
1	6	In Charge Allowance	26.90	27.90	29.00
2	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	29.25	30.40	31.60
		On-call allowance per on-call period which coincides with a rostered day off	58.50	60.80	63.20
		per week	204.75	212.80	221.20
3	16(ii)(a)	Uniform and Laundry Allowance			
		- Full uniform including special shoes if required (p/week) - Other cases (p/week)	2.30 1.70	2.30 1.70	2.30 1.70

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

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD, 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1682 of 2008)

Before Commissioner Ritchie

11 December 2008

REVIEWED AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award, 2008.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Operation of the Award
6.	No Extra Claims
7.	Availability of Award
8.	Dispute Resolution
9.	Workplace Flexibility and Multi-skilling
10.	Types of Employment
11.	Multiple Contracts
12.	Disciplinary Procedures
13.	Leave
14.	TZ Guest Services and Commercial Operations - Special Conditions
15.	Wage Increases and Wage Rates
16.	Payment of Wages
17.	Wage Sacrifice for Superannuation
18.	Classification Requirements
19.	Appointment and Progression
20.	Allowances
21.	Insurance of Tools
22.	Rosters
23.	Ordinary Hours of Work
24.	Rest Period
25.	Shift Loadings
26.	Overtime
27.	Call Back
28.	Starting and Finishing Work
29.	Annual Leave
30.	Annual Leave Loading
31.	Public Holidays and Picnic Days
32.	Uniforms, Personal Protective Clothing and Equipment
33.	Secure Employment

34. Contractors and Volunteers
35. Anti-discrimination
36. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Schedule 3 - Leave Policies

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2008.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"TCSA" means the Zoological Parks Board of New South Wales a declared authority under the *Zoological Parks Board Act 1973* and the *Zoological Parks Board Amendment Act 2000*, which under this legislation may also be called the Taronga Conservation Society Australia (with the use of this name having the same effect for all purposes as the Zoological Parks Board of New South Wales).

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales

"Union/s" means Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch, Australian Workers Union Greater New South Wales Branch, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - CEPU - Plumbing Division, New South Wales Branch, Construction, Forestry, Mining and Energy Union, Construction and General Division, New South Wales Branch, Electrical Trades Union - New South Wales Branch, and Transport Workers Union of New South Wales.

4. Application

- 4.1 The parties to the Award are the TCSA and the Unions.
- 4.2 The Award applies to and is binding on the parties to the Award and all permanent, temporary, casual and apprentice employees, employed by the TCSA in the classifications of: Apprentice; Labourer/Driver/Operator; Labourer; Labourer/Driver/Operator (Leading Hand); Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); Tradesperson; Tradesperson (Leading Hand); Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Services Attendant; Guest Services Officer; Guest Services Site Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.
- 4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo Enterprise Agreement 2003; Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003; Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003; Crown Employees (Skilled Trades) Award; General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award; Transport Industry (State) Award; Miscellaneous Workers' General Services (State) Award, Security Industry (State) Award and the Crown Employees Wages Staff (Rates of Pay) Award. For the avoidance of doubt, the parties acknowledge that:
 - (a) this Award rescinds and replaces those enterprise agreements referred to in this clause; and
 - (b) it is the intention of the parties that the awards referred to in this clause have no application to the employees covered by the Award and will be varied accordingly.

5. Operation of the Award

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Zoological Parks Board of New South Wales Wages Employees' Award, 2006 published 28 April 2006 (358 I.G. 1092) as varied.

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 11 December 2008.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. No Extra Claims

- 6.1 The wage increases and conditions of employment provided for in the Award arise from an agreement of the parties as contained in the Memorandum of Understanding, Zoological Parks Board of New South Wales Wages Employees Award between the TCSA and the Unions (the Memorandum of Understanding).
- 6.2 The wage increases and conditions of employment provided for in the Award are given on the basis that there will be no further claims for changes to wages or conditions during the term of the Memorandum of Understanding.
- 6.3 The wage increases provided for in the Award reflect cost of living adjustments and a component that reflects the parties' assessment of the amount necessary to compensate for work value changes, special case considerations, productivity and efficiency improvements across the TCSA since 1995 and specifically for the consolidation and changes contained in the Award.
- 6.4 The parties recognise that since 1995 negotiated increases between the Unions and the TCSA have been in excess of CPI and have contained components that have compensated for a range of work value changes, special case considerations and productivity and efficiency improvements across the TCSA since 1995.

7. Availability of Award

- 7.1 The master copy of the Award will be kept in the Human Resources Division at Taronga Zoo and a copy in the office of the General Manager, Taronga Western Plains Zoo.
- 7.2 A copy of the Award will be made available to all existing and new employees covered by the Award.

8. Dispute Resolution

- 8.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 8.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act* 2001 will override any conflicting steps contained in this clause.
- 8.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 8.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 8.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 8.6 Where a bona fide and critical occupational health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.

- 8.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 8.8 A Union, the TCSA or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 8.9 A matter in dispute will first be discussed between an employee and their supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 8.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 8.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the General Manager, Human Resources or their delegate with the aim of trying to resolve the matter within 5 working days.
- 8.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or the TCSA may submit the dispute to the Industrial Relations Commission of New South Wales.

9. Workplace Flexibility and Multi-Skilling

- 9.1 The Unions and the TCSA are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by the TCSA to contribute to the development of a more strategic and visitor-oriented operation.
- 9.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. The TCSA will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to TCSA operational requirements.
- 9.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 9.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 9.5 The TCSA may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 9.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 9.7 TWPZ or TZ Guest Services and Commercial Operations employees in one classification may be required by the TCSA to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the higher duties provisions of the Award.
- 9.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.
- 9.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, occupational health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding

between the TCSA and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.

- 9.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

10. Types of Employment

- 10.1 An employee will be engaged as a permanent, temporary, casual or apprentice employee.
- 10.2 An employee may be required by the TCSA to perform their duties on sites other than TCSA premises.
- 10.3 The TCSA may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 10.4 If the TCSA terminates an employee's employment, the TCSA will supply the employee with a statement of service if they request it.

Permanent Employment

- 10.5 A permanent employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 10.6 A probationary period may be for a period of up to 6 months.
- 10.7 During a probationary period, the TCSA may terminate the employment of a permanent employee giving one week's notice.
- 10.8 A permanent employee may terminate their employment giving 2 weeks notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 10.9 If a permanent employee's position becomes redundant, New South Wales Government policy will apply.
- 10.10 After the probationary period, the TCSA may terminate the employment of a permanent employee in accordance with Clause 12 Disciplinary Procedures of the Award.

Temporary Employment

- 10.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 10.12 A temporary employee will be advised in writing that their employment is temporary.
- 10.13 By agreement between the employee and the TCSA, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 10.14 The TCSA or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 10.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by the TCSA on a short or irregular basis, where the TCSA has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 10.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th

of the ordinary hourly rate to compensate for annual leave. The NSW *Long Service Leave Act* will cover long service leave.

- 10.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Capital Works and Infrastructure employee will be engaged for a minimum shift of 3 hours.
- 10.18 A casual TZ Guest Services and Commercial Operations employee, except for Sky Safari rescue team members, will be engaged for a minimum of 4 hours.
- 10.19 A Sky Safari rescue team member, other than Sky Safari Attendants and Operators, may be engaged for a minimum of 1 hour.
- 10.20 The TCSA or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices

- 10.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice otherwise prescribed in the Award.
- 10.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 10.23 Progression within the rates prescribed for the years of service for Apprentices will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

11. Multiple Contracts

- 11.1 An employee may be engaged by the TCSA in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 11.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument.
- 11.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12. Disciplinary Procedures

- 12.1 The TCSA may take disciplinary action if a permanent employee:
- (a) engages in any misconduct;
 - (b) whilst on duty consumes, uses or shows the effects of alcohol or prohibited drugs;
 - (c) intentionally disobeys or intentionally disregards any lawful order made or given by a person having authority to make or give the order;
 - (d) does not comply with any lawful written direction given by the TCSA;
 - (e) is negligent, careless, inefficient or incompetent in the performance of their duties; or
 - (f) engages in any disgraceful or improper conduct which may bring the TCSA into disrepute.
- 12.2 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of the procedures contained in this clause.

- 12.3 Provided that the TCSA may dismiss a permanent employee without notice for serious misconduct or wilful disobedience, the TCSA may take the following disciplinary action in a case of poor behaviour or performance by a permanent employee:
- (a) A supervisor may discuss the matter with an employee in an initial interview and agree on the future standard of behaviour or level of performance required of the employee.
 - (b) If an employee fails to reach or maintain the standard of behaviour or level of performance agreed in an initial interview, or if the matter is so serious as to warrant it, a manager may conduct a disciplinary interview with an employee. The employee will be advised of the future standard of behaviour or level of performance required of them, with a warning that any repetition of the behaviour or continuation of the poor performance may result in dismissal.
 - (c) If an employee fails to reach or maintain the standard of behaviour or level of performance as determined in a disciplinary interview, the TCSA may dismiss the employee giving them two weeks notice of termination of employment or the equivalent payment in lieu of notice.

13. Leave

- 13.1 Leave conditions are provided for by the TCSA policies listed in Schedule 3 of the Award. These policies are not incorporated by the Award and will apply as in force from time to time.
- 13.2 The TCSA will negotiate with Unions on any proposed revision of policies referred to in Schedule 3 of the Award.

14. TZ Guest Services and Commercial Operations - Special Conditions

Accommodation for Meals

- 14.1 Where practicable the TCSA will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 14.2 The TCSA will provide employees with adequate facilities for tea making and for heating food.
- 14.3 The TCSA will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

- 14.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by the TCSA.

Work Materials

- 14.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by the TCSA.

Expenses for Attendance at Court

- 14.6 Where it is necessary for an employee to attend a court hearing on behalf of the TCSA or a client of the TCSA in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.
- 14.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

15. Wage Increases and Wage Rates

- 15.1 The following wage increases will apply from the first full pay period commencing on or after the dates specified below:

- (a) 4% from 1 July 2004
 - (b) 4% from 1 July 2005
 - (c) 4% from 1 July 2006
 - (d) 4% from 1 July 2007
- 15.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 15.3 The rates of pay contained in Schedule 1 of this Award take into account the adjustments payable under the State Wage Cases 2004 and 2005. These adjustments may be offset against any equivalent over award payments.
- 15.4 Employees will be paid the wage increases prescribed in this clause as soon as practicable following the making of the Award by the Industrial Relations Commission of New South Wales.
- 15.5 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2004, will only be paid to those employees who are employed at the date of the making of the Award.

16. Payment of Wages

- 16.1 Wages will be paid fortnightly to employees on a day specified by the TCSA and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 16.2 The TCSA will provide employees with pay advice either electronically or in paper form, unless requested by the employee not to provide any advice. If an employee would normally receive an electronic pay advice they may, on application to the TCSA, be provided with the advice in paper form.
- 16.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 16.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

17. Wage Sacrifice for Superannuation

- 17.1 If the TCSA agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 17.2 The election is subject to the rules of the employees' superannuation fund allowing TCSA to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 17.3 The election must be made before the period of service to which the earnings relate.
- 17.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.

- 17.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

18. Classification Requirements

- 18.1 The provisions of this clause will not limit the TCSA from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

- 18.2 A Labourer/Driver/Operator will undertake a mix of duties as directed by their Supervisor.

- 18.3 The requirements for a Labourer/Driver/Operator Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to be able to perform basic tasks in maintenance, construction and transport;
- (c) to have their performance monitored by close supervision; and
- (d) to complete the Induction Course.

- 18.4 The requirements of a Labourer/Driver/Operator Grade 2, in addition to the requirements of Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;
- (c) to operate relevant machinery and tools; and
- (d) to undertake on-the-job training to develop skills relevant to TCSA, including approved manual handling and OHS&E awareness courses.

- 18.5 The requirements of a Labourer/Driver/Operator Grade 3, in addition to the requirements of Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by the TCSA exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to contribute to decision-making processes via relevant manager;
- (g) to be capable of and may be required to supervise employees; and
- (h) to undertake on-the-job training in basic tradespersons skills as required by the TCSA.

TZ Labourer/Driver/Operator (Leading Hand)

18.6 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic OHS&E training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) must have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) will undertake or have completed supervision training.

TWPZ Labourer

18.7 The requirements of a Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to complete Induction Course.

18.8 The requirements of a Labourer Grade 2 are:

- (a) minimum 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by general supervision and direction; and
- (d) to be prepared to undertake on-the-job training to develop skills relevant to the TCSA, including approved manual handling and OHS&E awareness courses.

18.9 The requirements of a Labourer Grade 3 are:

- (a) minimum 2 years or more relevant experience
- (b) to perform basic tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by the TCSA;
- (d) to exercise limited decision-making including exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to undertake on-the-job training to develop skills relevant to the TCSA; and
- (g) to assist in running courses.

18.10 The requirements of a Labourer Grade 4 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) to be able to work unsupervised and usually without detailed instructions;
- (d) to exercise independent action within established work practices; to be prepared to undertake on the job training to develop skills relevant to the TCSA; and
- (e) to assist in running training courses.

TWPZ Labourer (Leading Hand)

18.11 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic OHS&E training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) to have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) to undertake or have completed supervision training.

Water Systems Operator

18.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager; and
- (d) to operate and maintain TCSA water systems to satisfy approved stakeholder requirements.

Water Systems Operator (Leading Hand)

18.13 The requirements of a Water Systems Operator (Leading Hand) are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers.

- (d) to ensure that all works associated with water systems is carryout in a safe and efficient manner.
- (e) have the ability to train staff and document processes and procedures related to all water systems.
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities.
- (g) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to run training courses as required.

TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

18.14 The requirements of a Tradesperson Grade 1 are:

- (a) to undertake a full range of tradespersons duties;
- (b) to be able to work without supervision;
- (c) may work independently and be responsible for a section of work following established priorities and work practices;
- (d) to have completed Trade Certificate; and
- (e) will undertake on-the-job training in basic skills of other trades, as required.

18.15 The requirements of a Tradesperson Grade 2, in addition to the requirements of Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) may assist in running training courses under the direction of the Supervisor;
- (f) will be required to have completed Trade Certificate; and
- (g) will undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

18.16 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;

- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to exercise independent action;
- (d) have completed Trade Certificate;
- (e) to undertake on-the-job training in basic skills of other trades; and
- (f) to run training courses as required.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber

18.17 The requirements of a Tradesperson (Leading Hand) are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Certificate;
- (g) to undertake on the job training in the basic skills of other trades; and
- (h) to conduct training.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber (Leading Hand)

18.18 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to exercise independent action;
- (e) to have completed Trades Certificate;
- (f) to undertake on the job training in the basic skills of other trades; and
- (g) to conduct training courses.

TWPZ Works and Trades Supervisor

18.19 The requirements of a Works and Trades Supervisor are:

- (a) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;

- (c) to exercise independent action;
- (d) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (e) to undertake available management courses and training;
- (f) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of TWPZ facilities, grounds and exhibits;
- (g) verify the work is completed relevantly and achieves TCSA standards;
- (h) to manage, guide, develop and support allocated team members to achieve individual and TCSA goals;
- (i) to drive the team's adoption of an enhanced customer focused approach; and
- (j) to ensure employees under their leadership adhere to all TCSA policies, including occupational health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

18.20 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

18.21 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (e) to work closely with other departments of the TCSA to ensure a seamless experience for guests on TCSA premises;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by the TCSA, including Sky Safari Attendants training program.

18.22 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake training as required and provided by the TCSA Sky Safari Operators

Sky Safari Operator

18.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;

- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;
- (f) to complete relevant and required training as provided by the TCSA, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level; and
- (g) have completed Senior First Aid course.

Senior Sky Safari Operator

18.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

18.25 A casual Cleaner will be employed as a Cleaner Grade 1.

18.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on TCSA premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by the TCSA, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments;
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to bring into or maintain TCSA premises in a clean condition, whatever may be the nature of the employee's other duties;
- (i) to perform customer or public relations or other duties as required;

- (j) to have performance monitored by close supervision; and
- (k) to undertake relevant training as provided and required by the TCSA.

18.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake relevant training as provided and required by the TCSA.

18.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to have performance monitored by supervision;
- (b) to have completed relevant and required training as provided by the TCSA at Cleaner Grade 2 Grade;
- (c) to perform supervising of staff on an occasional basis;
- (d) to hold a full driver's licence (including endorsement to drive a manual vehicle);
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of Quality Assurance audits and facility maintenance audits; and
- (g) to assist in training new staff and retraining current staff.

Cleaner (Leading Hand)

18.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;
- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties;
- (c) to perform tasks without supervision;
- (d) to lead a team of cleaners;
- (e) to order supplies and perform administrative tasks as required;
- (f) to implement cleaning procedures and other relevant cleaning documentation;
- (g) to conduct quality assurance audits and facility maintenance audits;
- (h) to implement training programs for new staff and retraining programs for current staff; and
- (i) hold current Senior First Aid Certificate.

Cleaning Supervisor

18.30 The requirements of a Cleaning Supervisor are:

- (a) to perform the cleaning duties of Cleaner or Leading Hand Cleaner, as required;
- (b) to ensure the clean presentation of TCSA premises by directing, co-ordinating and prioritising the work of cleaners;

- (c) to provide ongoing advice to the officer in charge of the cleaning department for the preparation of rosters and ensure their implementation;
- (d) verify the work of Cleaners is completed relevantly and achieves TCSA standards;
- (e) to supervise and lead cleaning employees;
- (f) to order supplies and receive deliveries;
- (g) to maintain building/s or section/s of TCSA premises;
- (h) to maintain cleaning equipment;
- (i) to operate computer equipment and maintain records, as required;
- (j) to develop comprehensive training programs for staff at all Grades;
- (k) to develop and complete quality assurance audits and facility maintenance audits;
- (l) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties; and
- (m) to develop and implement a roster that prioritises cleaning tasks to ensure that the Zoo is presented at its best at all times.

TWPZ Guest Services Attendant

18.31 The requirements of a Guest Services Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to TCSA premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to visitors, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycle and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by the TCSA.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Services Officer

18.32 The requirements of a Guest Services Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate the TCSA car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) provide the highest level of customer service to guests;
- (d) undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;
- (e) perform administrative/operational duties to support guest services functions; and
- (f) undertake on the job training as required and provided by the TCSA.

Senior Guest Services Officer

18.33 The requirements of a Senior Guest Services Officer, in addition to the requirements of Guest Services Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry; and/or
- (b) to support and assist Guest Services Site Coordinator and Work Officers;
- (c) to provide reports to Site Coordinator as required including daily issues;
- (d) to identifying OHS&E issues and generating work requisitions as necessary.;
- (e) possess a current Senior First Aid Certificate; and
- (f) to complete relevant and required training as provided by the TCSA for Guest Services Officers.

Guest Services Site Coordinator

18.34 The requirements of a Guest Services Site Coordinator, in addition to the requirements of Senior Guest Services Officer, are:

- (a) more than 2 years supervisory relevant experience within the customer services, tourism and/or Hospitality industry;
- (b) to meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (c) possess a current Senior First Aid Certificate or Occupational First Aid Certificate;
- (d) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of the TCSA regarding same as required;
- (e) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve visitor experiences;
- (f) to report on guest impact of changes to animals on exhibit;

- (g) to resolve visitor issues, consulting with senior management as relevant;
- (h) to assist in pre-show activities, (e.g. Seal and Bird Shows);
- (i) to assist in briefings delivered by senior management;
- (j) to supervise or act as 'meet and greet host' for booked groups;
- (k) to supervise Guest Services personnel and volunteers; and
- (l) to prepare and distribute daily reports of activities within the ground as required.

Gatekeeper

18.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from TCSA premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by the TCSA.

Security Officer

18.36 A casual Security Officer will be employed as a Security Officer Grade 1.

18.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect TCSA premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of the TCSA as part of a team;
- (c) to be fully conversant with TCSA Guest Services and Security procedures relating to TCSA operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all TCSA fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.

18.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by the TCSA.

Senior Security Officer

18.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (b) to assist the Security Manager and Assistant Security Manager in the management of operations as required.

Assistant Security Manager

18.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of the TCSA regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.

Security Manager

18.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate TCSA security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

19. Appointment and Progression

19.1 Merit based selection processes will be used to make appointments.

19.2 Relevant experience will be considered in determining the level to which an employee is appointed.

19.3 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.

- 19.4 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with TCSA performance management procedures and the requirements of the current grade being achieved.
- 19.5 TWPZ vacancies above base grade will be advertised internally in the first instance.

20. Allowances

- 20.1 The allowances provided for in this Clause are set out in Schedule 2 of the Award.
- 20.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool Allowance

- 20.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools.
- 20.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

- 20.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by the TCSA to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.
- 20.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.

Security Licence Allowance

- 20.7 On production of the original licence, the TCSA will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the *Security Industry Act 1997*.
- 20.8 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Registration Allowance

- 20.9 A weekly registration allowance will be paid to a plumber who is required to hold a Certificate of Registration. The allowance will be paid for all purposes, except separation.

Chokage Allowance

- 20.10 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

Fouled Equipment Allowance

- 20.11 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Capital Works and Infrastructure employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

- 20.12 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Higher Duties Allowance

- 20.13 A higher duties allowance will be paid when an employee is required by the relevant manager to relieve in a position at a higher grade for periods of 5 or more consecutive working days, with a rostered day off being regarded as a working day for the purpose of calculating the 5 day qualifying period. At TWPZ, an employee who is temporarily appointed to supervise employees engaged under various government schemes for 3 or more days will be paid a higher duties allowance for a minimum of 5 days.
- 20.14 The allowance will be an amount equal to the difference between the wage of the higher graded position and the wage of the relieving employee's position.
- 20.15 If only a portion of the duties associated with the higher graded position are required to be performed, the allowance will be paid pro rata as determined by the relevant manager.
- 20.16 Before the period of relief starts, the relevant manager will discuss with the relieving employee the full duties of the position; those duties required to be undertaken during the relief period; the criteria determining the proportion of the allowance; and the delegation of the position that may be exercised.
- 20.17 The allowance will not be paid on leave except when the employee has been relieving in the position for more than 12 months.
- 20.18 A TZ Guest Services and Commercial Operations employee who is required to perform work of a position at a lower grade for periods of up to a week will not suffer any reduction in their wage rate.

First Aid Allowances

- 20.19 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by the TCSA to carry out the duties of a Senior First Aid Officer.
- 20.20 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by the TCSA as an Occupational First Aid Officer.
- 20.21 An employee who is temporarily appointed by the TCSA to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 20.22 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 20.23 A weekly laundry allowance will be paid to an employee when they are required by the TCSA to wear a uniform, including overalls, and where the cost of any laundering is not borne by the TCSA.
- 20.24 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance - TWPZ

- 20.25 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.

20.26 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

On Call (Standby) Allowance - TWPZ

20.27 An hourly allowance will be paid to a TWPZ employee when they are directed to be on call or on stand-by for a possible recall to work.

Overtime Meal Allowance

20.28 If a meal is not provided by the TCSA, an overtime meal allowance will be paid:

- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or
- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

20.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.

20.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.

20.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.

20.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.

20.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.

20.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

21. Insurance of Tools

21.1 The ZPB will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on TCSA premises.

21.2 An employee will provide a list of the tools insured if requested by the TCSA.

21.3 An employee will ensure that their tools are cared for and kept safely.

21.4 The TCSA will reimburse an employee for loss of tools insured up to the value of \$1,215, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of the TCSA.

22. Rosters

22.1 Employees may be rostered to suit TCSA operational requirements.

22.2 The TCSA will prepare rosters that are fair and equitable and meet occupational health and safety requirements.

- 22.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 22.4 In developing a roster for the next period, the TCSA and employees will have regard to the roster for the previous period.
- 22.5 Rosters will be prepared 7 days in advance.
- 22.6 Rosters may be changed as long as they comply with the terms set out in Clause 23 - Ordinary Hours of Work of the Award.
- 22.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 22.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 22.9 An employee will be paid overtime if they are required to work on their rostered day off.

23. Ordinary Hours of Work

Number of ordinary hours of work

- 23.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

- 23.2 Ordinary hours will be worked:
- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
 - (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between the TCSA and the employee;
 - (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
 - (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
 - (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.
- 23.3 The TCSA will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ Works and Trades employees or TZ Capital Works and Infrastructure employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.
- 23.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

- 23.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.

- 23.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.
- 23.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

- 23.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:
- (a) the number of ordinary hours of work per week will be agreed between the employee and the TCSA, provided that they are not less than 32 hours over a designated period of 28 consecutive days;
 - (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
 - (c) ordinary hours may be worked in shifts of not less than 4 hours duration, unless agreed otherwise by the employee and the TCSA;
 - (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their supervisor; and
 - (e) the TCSA may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

24. Rest Period

- 24.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Capital Works and Infrastructure employees, between the work of successive shifts when it is reasonably practicable to do so.
- 24.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 24.3 If the TCSA instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

25. Shift Loadings

- 25.1 Guest Services Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 25.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

TWPZ Employees, TZ Capital Works and Infrastructure employees & TZ Guest Services & Commercial Operations employees engaged after 26 May 2004

25.3 Ordinary hours of work will attract the following shift loadings:

Monday to Friday 5:00 am to 7:00 pm	Nil
Monday to Friday after 7:00 pm before 5:00 am	15%
Saturday	50%
Sunday	100%
Public Holidays	150%
Public Holidays where an additional day is taken off in lieu of the loading	50%

25.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Guest Services and Commercial Operations employees engaged before 26 May 2004

25.5 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 6:00 am to 7:00 pm	Nil
(b) Commencing at or after 5.00am and before 6.00am	10%
(c) Finishing after 7:00 pm and at or before midnight	15%
(d) Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e) Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f) Saturday	50%
(g) Sunday	100%
(h) Public Holidays	150%
(i) Public Holidays where an additional day is taken off in lieu of the loading	50%

26. Overtime

26.1 Hours worked at the direction of the TCSA outside ordinary hours of work as set out in this Award, will be overtime.

26.2 The TCSA may direct an employee to work a reasonable amount of overtime taking into account:

- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
- (b) the urgency of the work required to be performed, the impact on TCSA operational requirements and the effect on customer services.

26.3 Overtime rates of pay will be:

- (a) Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
- (b) Sunday - double time;
- (c) Public Holidays - double time and a half; and
- (d) No 8 or 10 hour break - double time.

26.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:

- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
- (b) The time off in lieu must be taken at the convenience of the TCSA, except when it is being taken to look after a sick family member under the TCSA Carer's Leave Policy.
- (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
- (d) At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
- (e) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

26.5 Overtime will not attract shift loadings, except as provided under this clause for Permanent Security employees who work "Elective Overtime".

Meal breaks

26.6 An employee required to work overtime for more than two hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every five hours of overtime worked thereafter.

26.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every five hours of overtime worked.

Elective Overtime for Permanent Security Employees

26.8 Permanent Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:

- (a) elective overtime is overtime requested by the employee not directed by the TCSA;
- (b) the TCSA will have regard for the wellbeing of an employee in scheduling elective overtime;
- (c) elective overtime will be paid at the Security Officer Grade 2 or Gatekeeper wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
- (d) the provisions of Clause 24 Rest Period and Subclause 20.28 Overtime Meal Allowance of the Award will not apply.

26.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

27. Call Back

27.1 An employee recalled to work overtime to attend TCSA premises and/or the premises of a client or clients of the TCSA (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 4 hours.

27.2 For TZ Guest Services and Commercial Operations employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, accident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.

27.3 Where the actual time worked is less than 4 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 24 Rest Period.

- 27.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 27.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 27.6 This clause does not apply if an employee is regularly required to return to TCSA premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.
- 27.7 This clause does not apply to the classification of Security Manager.

28. Starting and Finishing Work

- 28.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point. However if an employee is required to collect TCSA equipment before going to the work site or return TCSA equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.
- 28.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by the TCSA.

29. Annual Leave

- 29.1 TZ Employees are entitled to 4 weeks annual leave for working a whole year.
- 29.2 TWPZ Employees are entitled to 5 weeks annual leave for working a whole year.
- 29.3 In addition to the annual leave entitlements provided by this clause, permanent employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Annual Leave Entitlement
4 - 10	1 additional days leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

30. Annual Leave Loading

- 30.1 Employees, except for TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 30.2 TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 30.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.

- 30.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 30.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 30.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 30.7 An annual leave loading will not be paid on resignation or on dismissal for misconduct.
- 30.8 Annual leave loading will be paid on retirement or termination by the TCSA, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

31. Public Holidays and Picnic Days

- 31.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 31.2 For TWPZ and TZ Capital Works and Infrastructure employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 31.3 For TZ Guest Services and Commercial Operations employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 31.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a public holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours.

32. Uniforms, Personal Protective Clothing and Equipment

- 32.1 The TCSA will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 32.2 The TCSA will provide permanent TZ Capital Works and Infrastructure employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 hat
 - (i) 1 pair of sunglasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by the TCSA according to the employee's work patterns.

- 32.3 Employees are required to wear uniforms provided by the TCSA at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 32.4 The TCSA will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 32.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by the TCSA.
- 32.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed and unserviceable uniforms and equipment should be returned when a request for replacement is made.
- 32.7 Uniforms, protective clothing and other equipment issued by the TCSA to employees will remain the property of the TCSA.
- 32.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by the TCSA when they cease employment with the TCSA.
- 32.9 If an employee fails to return any uniform or protective clothing issued to them by the TCSA when they cease employment with the TCSA, the TCSA may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given the TCSA prior written authority to do so. The TCSA may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 32.10 An employee must not carry firearms unless they are required to do so by the TCSA.
- 32.11 If an employee is required by the TCSA to carry firearms:
- (a) the TCSA will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by the TCSA; and
 - (c) the firearms will be maintained in a reasonable condition by the TCSA.

33. Secure Employment

33.1 Objective of this clause

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

33.2 Casual Conversion

- (a) A casual employee engaged by the TCSA on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the TCSA 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 4 weeks of receiving such notice from the employee, the TCSA shall consent to or refuse the election, but shall not unreasonably so refuse. Where the TCSA refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within 4 weeks of receiving written notice from the TCSA, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the TCSA.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 33.2(c), the employer and employee shall, in accordance with this subclause, and subject to subclause 33.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) 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 TCSA and the employee.

- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

34. Contractors and Volunteers

- 34.1 Subject to the provisions of this Clause, wherever possible work carried out at either TWPZ or by a TZ Capital Works and Infrastructure areas, will be performed by employees of the TCSA.
- 34.2 Where work requires specialist skills, tools, plant or equipment, the TCSA will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.

- 34.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities.
- 34.4 Where contractors are engaged, the TCSA will ensure that all relevant awards and agreements are observed.
- 34.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 34.6 The TCSA will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting the TCSA.
- 34.7 Employees may be required to work co-operatively with volunteers and such work will not give rise to any claims for extra payments.

35. Anti-Discrimination

- 35.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 35.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 35.3 It follows that in fulfilling their obligations under the Dispute Resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.4 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.
- 35.5 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 the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.6 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.

36. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 36.1 A Union official or officer may enter TCSA property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.

- 36.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of TCSA operations and must be approved by the relevant manager.
- 36.3 A Union official or officer will at all times be bound by the rules and standards of the TCSA whilst on TCSA property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 36.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act* 1996.

Delegates

- 36.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with the TCSA by the relevant Union.
- 36.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other TCSA nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 36.7 The TCSA will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with the TCSA about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including WorkCover and Occupational Health and Safety; and
 - (c) where relevant, there is an opportunity for TCSA participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 36.8 The TCSA will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised the TCSA to make such deduction;
 - (b) a Union has provided the TCSA with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised the TCSA of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and

- (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)

Classification	Weekly 1 July 2004	Weekly 1 July 2005	Weekly 1 July 2006	Weekly 1 July 2007
Apprentice				
Apprentice - 1st year	\$322.85	\$335.76	\$349.19	\$363.16
Apprentice - 2nd year	\$421.35	\$438.20	\$455.73	\$473.96
Apprentice - 3rd year	\$536.57	\$558.03	\$580.35	\$603.57
Apprentice - 4th year	\$617.40	\$642.09	\$667.78	\$694.49
TZ Labourer/Driver/Operator				
Grade 1	\$672.95	\$699.87	\$727.87	\$756.98
Grade 2	\$707.81	\$736.13	\$765.57	\$796.19
Grade 3	\$721.62	\$750.49	\$780.51	\$811.73
Leading Hand		\$779.15*	\$810.32	\$842.73
TWPZ Labourer				
Grade 1	\$683.37	\$710.71	\$739.14	\$768.70
Grade 2	\$733.19	\$762.52	\$793.02	\$824.74
Grade 3	\$747.35	\$777.25	\$808.34	\$840.67
Grade 4	\$758.11	\$788.43	\$819.97	\$852.77
Leading Hand	\$791.10	\$829.84	\$863.04	\$897.56
Water Systems Operator	\$783.97	\$815.33	\$847.94	\$881.86
Water Systems Operator (Leading Hand)		\$835.56*	\$868.98	\$903.74
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)				
Grade 1	\$727.23	\$756.32	\$786.57	\$818.04
Grade 2	\$741.27	\$770.92	\$801.76	\$833.83
Leading Hand		\$806.82*	\$839.09	\$872.66
TZ Tradesperson - Plumber				
Grade 1	\$734.49	\$763.87	\$794.42	\$826.20
Grade 2	\$748.99	\$778.95	\$810.10	\$842.51
Leading Hand		\$814.86*	\$847.45	\$881.35
Tradesperson - Electrical Fitter				
Grade 1	\$774.61	\$805.60	\$837.82	\$871.33
Grade 2	\$789.69	\$821.28	\$854.13	\$888.30
Leading Hand		\$857.19*	\$891.48	\$927.14
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter				
Leading Hand	\$798.83	\$830.79	\$864.02	\$898.58
TWPZ Tradesperson - Plumber	\$771.21	\$802.06	\$834.14	\$867.51
Leading Hand	\$806.55	\$838.81	\$872.37	\$907.26
Works and Trades Supervisor				
Year 1	\$849.36	\$883.33	\$918.67	\$955.41
Year 2	\$937.27	\$974.76	\$1,013.75	\$1,054.30
Year 3	\$966.05	\$1,004.69	\$1,044.87	\$1,086.67
Year 4	\$1,041.47	\$1,083.13	\$1,126.45	\$1,171.51
Year 5	\$1,074.33	\$1,117.30	\$1,162.00	\$1,208.48
Sky Safari Attendant				
Grade 1	\$551.76	\$573.83	\$596.79	\$620.66
Grade 2	\$573.42	\$596.36	\$620.22	\$645.02
Sky Safari Operator	\$616.46	\$641.12	\$666.76	\$693.43

Senior Sky Safari Operator	\$700.68	\$728.71	\$757.85	\$788.17
TWPZ Cleaners employed before the date the award is made				
Grade 1	\$557.04	\$585.82	\$609.25	\$633.62
Grade 2	\$622.42	\$653.81	\$679.96	\$707.16
Grade 3	\$665.26	\$691.87	\$719.54	\$748.32
Cleaner (Leading Hand)	\$694.15	\$721.91	\$750.79	\$780.82
Cleaning Supervisor	\$723.39	\$752.33	\$782.42	\$813.72
TZ Cleaners and TWPZ Cleaners employed after the date the award is made				
Grade 1		\$585.82	\$609.25	\$633.62
Grade 2		\$653.81	\$679.96	\$707.16
Grade 3		\$674.73	\$701.72	\$729.79
Cleaner (Leading Hand)		\$704.78	\$732.97	\$762.29
Cleaning Supervisor	\$706.92	\$735.20	\$764.60	\$795.19
Guest Services Attendant				
Under 16 years	\$331.44	\$344.70	\$358.48	\$372.82
16 years	\$386.68	\$402.15	\$418.24	\$434.97
17 years	\$441.91	\$459.58	\$477.97	\$497.08
18 years and over	\$497.15	\$517.04	\$537.72	\$559.23
Guest Services Officer	\$551.76	\$573.83	\$596.79	\$620.66
Senior Guest Services Officer	\$573.42	\$596.36	\$620.22	\$645.02
Guest Services Site Co-ordinator	\$671.43	\$698.29	\$726.22	\$755.27
Gatekeeper	\$622.42	\$647.32	\$673.21	\$700.14
Security Officer				
Grade 1	\$622.42	\$647.32	\$673.21	\$700.14
Grade 2	\$642.54	\$668.24	\$694.97	\$722.77
Senior Security Officer	\$664.65	\$691.24	\$718.89	\$747.64
Assistant Security Manager	\$700.68	\$728.71	\$757.85	\$788.17
Security Manager				
Year 1	\$1,040.37	\$1,081.99	\$1,125.27	\$1,170.28
Year 2	\$1,129.68	\$1,174.87	\$1,221.86	\$1,270.74
Year 3	\$1,218.98	\$1,267.74	\$1,318.45	\$1,371.19

*This is a new classification and the rate in this column will be paid from the date of the making of the Award, not from 1 July 2005.

SCHEDULE 2

Allowances

Description	Amount \$
The following allowances will apply from the first full pay period following the making of the Award and will be increased in line with any State Wage Case decisions following the making of the Award	
Tool Allowance	
Carpenter	\$23.30 pw
Motor Mechanic	\$23.30 pw
Painter	\$5.60 pw
Plasterer	\$19.20 pw
Plumber	\$23.30 pw
Welder (First Class)	\$23.30 pw
The following allowances will apply from the first full pay period following the making of the Award and will be increased in line with the increases to the wage rates contained in the Award from 1 July 2006	

Licence Allowance	
Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$0.88 ph
- Gasfitter licence	\$0.88 ph
- Drainer licence	\$0.75 ph
- Plumber and gasfitter licence	\$1.19 ph
- Plumber and drainer licence	\$1.19 ph
- Gasfitter and drainer licence	\$1.19 ph
- Plumber, gasfitter and drainer licence	\$1.64 ph
Electricians	
- A Grade Licence	\$34.20 pw
- B Grade Licence	\$18.40 pw
Electrical Fitter tool allowance	\$13.80 pw
Electric Welding (DIRE Certificate)	\$0.51 ph
Plumber Certificate of Registration Allowance	\$0.69 ph
Chokage Allowance	\$ 6.46 pd
Fouled Equipment Allowance	\$6.46 pd
Senior First Aid Allowance	\$11.79pw
Occupational First Aid Allowance	\$17.75 pw
On Call (Standby) Allowance	\$0.67ph
The following allowances will apply from the first full pay period following the making of the Award and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 pw
TWPZ Disability Allowance	\$15.50pw
The following allowance will apply from the first full pay period following the making of the Award and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	\$21.10
The following allowance will apply from the first full pay period following the making of the Award and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$3.65 pw

SCHEDULE 3

Leave Policies

HR 3.1 Sick leave Policy
HR 3.2 Carers Leave Policy
HR 3.3 Parental Leave Policy
HR 3.5 Long Service Leave Policy
HR 3.6 Military Leave Policy
HR 3.8 Family and Community Service Leave Policy
HR 3.14 Special Leave Policy

D.W. RITCHIE, Commissioner

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2411 of 2008)

Before The Honourable Justice Marks

13 January 2009

AWARD

1. Delete paragraph (a) of subclause (i) of clause 7, Other Conditions, of the award published 11 July 2008 (366 I.G. 274) and insert in lieu thereof the following:
 - (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$259.55 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$259.55 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$259.55 for each car which has damage or from which an item is missing (being damage of the kind referred to in Clause 5(i)(i) which is not noted on the initial survey). In the event that repair and/or replacement costs are less than \$259.55, the lesser amount shall be paid to the Contract Carrier. The amount in this clause (\$259.55) shall be increased at the same percentage as the rate adjustment applicable within this determination.
2. Delete subclause (vii) of clause 8 Conditions, and insert in lieu thereof the following:
 - (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$311.46 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this subclause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$311.46 amount referred to in this clause shall be increased by an amount equal to the overall percentage increase to rates of remuneration as provided by this determination.
3. Delete Schedule 1 Rates of Remuneration, and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only.

Table E: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractor's trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

(ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" and "F" of Schedule I of this determination up to a maximum reduction of 2.15% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

- (iii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to sub-clause (ii).
- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clauses (ii) and (iii).
- (v) To ensure clarity, the method for calculation of the diesel fuel rebate reduction percentage is contained in the following example:

The reduction is calculated by comparing the Caltex Metro Card Price, excluding GST as at 11 November 2008 for Diesel Low-Sulfur, Sydney Metropolitan with the rebate.¹ If the carrier is eligible for the 18.51 cents per litre rebate this equates to an effective 12.98% rebate in total fuel costs.² When the current weighting for fuel is adjusted in respect of the percentage change in the fuel benchmark, the new weighting becomes 21.02%.³ The actual fuel weighting for a carrier able to claim the rebate is calculated by determining what 12.98% of the new weighting is, which equates to 18.29.⁴ The difference between the reset weighting 20.44 and the actual weighting 18.29 allows the principal contractor to make a net reduction of 2.15%.⁵

- (vi) The rates contained within this schedule shall take effect on and from the first full pay period to commence on or after 13 April 2009.

¹ 156.8 cents per litre, less 1/11th GST = 142.55 cents per litre.

² (142.55-18.51)/142.55 = 87.02% of fuel bill or 12.98% reduction

³ 18.97 x 10.94% = 21.02

⁴ 21.02 x (87.02/100) = 18.29

⁵ 20.44 - 18.29 = 2.15

CAR CARRIER ADJUSTMENT CALCULATIONS						
May Quarter 2008 to September Quarter 2008						
Percentage increase is inclusive of an additional 1% pursuant to Clause 6 of Schedule II =2.82% +1% =3.82%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	\$631.40	\$631.40	0%	40.17	40.17	39.07
Capital	98.50	97.70	-0.81%	17.06	16.92	16.45
Insurances	275.30	290.50	5.52%	9.82	10.37	10.08
Registration	224.60	232.40	3.47%	4.29	4.44	4.32
R&M	156.70	160.00	2.11%	6.20	6.33	6.16
Tyres	130.40	133.30	2.22%	1.21	1.23	1.20
Fuel	237.60	263.60	10.94%	18.97	21.02	20.44
Admin	161.70	165.90	2.60%	2.28	2.34	2.28
				100.00	102.82	100.00

4. Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule I of the said determination and insert in lieu thereof the following:

TABLE A (Including 2% Trailer Hire)						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	31.15	49.34	65.24	81.30	89.35	36.41
2	47.05	73.37	92.45	112.00	122.56	55.01
3	60.30	92.63	114.25	138.88	151.76	70.48
4	70.88	108.98	135.90	165.82	180.82	82.89
5	78.84	131.12	157.59	192.70	210.03	92.17
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	31.15	16.45	16.31	16.26	14.89	36.41
2	47.05	24.46	23.11	22.40	20.42	55.01
3	60.30	30.88	28.56	27.77	25.29	70.48
4	70.88	36.33	33.98	33.16	30.14	82.89
5	78.84	43.71	39.40	38.54	35.01	92.17
Vehicle	Standing and Running Rate			Standing Time Rate		
		Per Hour			Per Hour	
1 Car		39.75			30.82	
3 Car		48.11			38.22	
4 Car		54.37			43.49	
5 Car		57.68			45.55	
6 Car		62.36			49.77	
1 Car Tilt		46.47			35.59	
INTRASTATE WORK						
Vehicle	Standing & Running Rates - Cents per kilometre					
1 Car			76.60			
3 Car			109.71			
4 Car			121.47			
5 Car			134.76			
6 Car			144.87			
1 Car Tilt			89.84			

TABLE B						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	32.41	55.28	73.87	93.48	102.43	39.45
2	48.96	82.24	104.52	129.02	142.32	59.61
3	62.76	103.85	129.12	159.89	176.24	76.40
4	73.76	125.35	153.72	190.95	210.03	89.87
5	82.07	146.97	178.28	221.88	243.88	99.91
Rate per Car Delivered						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	32.41	18.43	18.47	18.70	17.07	39.41
2	48.96	27.41	26.13	25.81	23.72	59.61
3	62.76	34.61	32.28	31.98	29.37	76.40
4	73.76	41.79	38.43	38.18	35.01	89.87
5	82.07	48.99	44.57	44.37	40.65	99.91
Vehicle	Standing and Running Rate			Standing Time Rate per Hour		
	Per Hour					
1 Car		41.37			32.36	
3 Car		53.94			38.68	
4 Car		61.50			44.52	
5 Car		66.40			47.35	
6 Car		72.40			55.03	
1 Car Tilt		50.36			38.99	
INTRASTATE WORK						
Vehicle	Standing & Running Rate - Cents per kilometre					
1 Car			75.30			
3 Car			116.89			
4 Car			129.80			
5 Car			144.15			
6 Car			150.47			
1 Car Tilt			92.73			

TABLE C (Including 2% Trailer Hire)						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover & Tyres						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	31.50	49.94	66.69	82.58	90.88	36.39
2	47.61	74.28	94.49	113.87	124.67	54.95
3	61.04	93.79	116.72	140.58	154.23	70.45
4	71.76	113.26	138.95	168.55	183.80	82.83
5	79.80	132.77	161.18	195.97	213.37	92.13
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
0	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
1	31.50	16.64	16.67	16.52	15.15	36.39
2	47.61	24.76	23.62	22.78	20.77	54.95
3	61.04	31.26	29.18	28.11	25.71	70.45
4	71.76	37.75	34.74	33.71	30.64	82.83
5	79.80	44.26	40.29	39.19	35.56	92.13
Vehicle	Standing and Running Rate			Standing Time Rate per Hour		
	Per Hour					
1 Car		40.24			30.79	
3 Car		48.72			38.21	
4 Car		55.59			43.48	
5 Car		58.65			45.53	
6 Car		63.39			49.72	
1 Car Tilt		46.46			35.56	
INTRASTATE WORK						
Vehicle	Cents per kilometer					
1 Car			78.44			
3 Car			112.80			
4 Car			127.59			
5 Car			139.98			
6 Car			150.62			
1 Car Tilt			89.79			

TABLE D (Including 2% Trailer Hire)						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	182.58	252.60	281.45	308.19	332.51	213.31
1	202.46	276.66	308.64	337.04	363.69	236.54
2	222.33	300.71	335.82	365.88	394.88	259.79
3	242.20	324.77	363.01	394.72	426.06	283.02
4	262.08	348.84	390.19	423.56	457.24	306.26
5	306.80	402.96	451.36	488.46	527.41	358.53
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	182.58	84.20	70.36	61.64	55.42	213.31
1	202.46	92.22	77.16	67.41	60.62	236.54
2	222.33	100.24	83.96	73.17	65.81	259.79
3	242.20	108.25	90.75	78.94	71.01	283.02
4	262.08	116.28	97.55	84.72	76.20	306.26
5	306.80	134.32	112.84	97.69	87.90	358.53
Vehicle	Standing and Running Rate			Standing Time Rate per Hour		
		Per Hour				
1 Car		39.75			30.82	
3 Car		48.11			38.22	
4 Car		54.37			43.49	
5 Car		57.68			45.55	
6 Car		62.36			49.77	
1 Car Tilt		46.47			35.59	
INTRASTATE WORK						
Vehicle	Standing & Running Rates - Cents per kilometre					
1 Car			76.60			
3 Car			109.71			
4 Car			121.47			
5 Car			134.76			
6 Car			144.87			
1 Car Tilt			89.85			

TABLE E (Including 2% Trailer Hire)						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover & Tyres						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	182.58	266.08	297.82	327.64	350.38	223.57
1	203.26	293.05	328.57	360.84	386.58	248.75
2	223.95	320.03	359.32	394.03	422.79	289.97
3	244.63	347.00	390.07	427.23	458.99	299.12
4	265.31	373.97	420.82	460.43	495.19	324.30
5	311.85	434.66	490.02	535.13	576.65	380.97
Rates Per Car Delivered						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	182.58	88.69	74.46	65.53	58.40	223.57
1	203.26	97.68	82.14	72.17	64.43	248.75
2	223.95	106.68	89.83	78.81	70.46	289.97
3	244.63	115.67	97.52	85.44	76.49	299.12
4	265.31	124.66	105.21	92.09	82.54	324.30
5	311.85	144.89	122.51	107.03	96.11	380.97
Vehicle	Standing and Running Rate			Standing Time Rate per Hour		
	Per Hour					
1 Car		41.37			32.36	
3 Car		53.94			38.68	
4 Car		61.50			44.52	
5 Car		66.40			47.35	
6 Car		72.40			55.03	
1 Car Tilt		50.36			38.99	
INTRASTATE WORK						
Vehicle	Cents per kilometre					
1 Car			75.30			
3 Car			116.89			
4 Car			129.80			
5 Car			144.15			
6 Car			150.47			
1 Car Tilt			92.73			

TABLE F (Including 2% Trailer Hire)						
LOCAL WORK						
Zone Rates per Car Carriage - Prime Mover & Tyres						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	185.79	258.09	292.34	317.45	342.69	213.16
1	205.91	282.44	320.13	346.78	374.39	236.40
2	226.03	306.81	347.92	376.10	406.08	271.81
3	246.15	331.18	375.71	405.43	437.77	282.86
4	266.27	355.53	403.51	434.75	469.46	306.09
5	311.53	410.35	466.05	500.72	540.79	358.36
Rates Per Car Delivered						
Zone	1 Car	3 Car	4 Car	5 Car	6 Car	1 Car
	Capacity	Capacity	Capacity	Capacity	Capacity	Tilt
Base Rate	185.79	86.03	73.08	63.49	57.11	213.16
1	205.91	94.14	80.03	69.35	62.40	236.40
2	226.03	102.27	86.98	75.22	67.68	271.81
3	246.15	110.39	93.93	81.08	72.96	282.86
4	266.27	118.51	100.88	86.95	78.25	306.09
5	311.53	136.78	116.51	100.14	90.13	358.36
Vehicle	Standing and Running Rate			Standing Time Rate per Hour		
	Per Hour					
1 Car		40.24			30.78	
3 Car		48.72			38.21	
4 Car		55.59			43.48	
5 Car		58.65			45.54	
6 Car		63.39			49.72	
1 Car Tilt		46.46			35.56	
INTRASTATE WORK						
Vehicle	Cents per kilometre					
1 Car			78.44			
3 Car			112.80			
4 Car			127.59			
5 Car			139.98			
6 Car			150.62			
1 Car Tilt			89.79			

5. Delete Schedule 2 - Procedure and Time for Adjustment of Rates and Amounts - Rates of Remuneration of the said determination and insert in lieu thereof the following:

SCHEDULE 2

Procedure and Time for Adjustment of Rates and Amounts

1. The Rates Prescribed in Schedule 1 May be Adjusted Each Year Upon Application to the Industrial Relations Commission of New South Wales.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Index	Current Weighting
Wages	Transport Industry (State) Award, Grade Three Transport Worker	\$631.40	39.07
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	97.70	16.45
Insurances	ABS CPI Financial and insurance services, Insurance Services	290.50	10.08
Registration	ABS CPI, Transportation Group, Other Motoring Charges	232.40	4.32
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	160.00	6.16
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	133.30	1.20
Fuel	AIP NSW State Average for the retail price of diesel fuel, Transportation Group, Automotive Fuel	263.30	20.44
Administration	ABS CPI, All Groups, Sydney	165.90	2.28
Total			100

3. Each cost component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representatives shall confer with a view to reaching agreement on any application for adjustment.
5. If the benchmark for the cost components of insurances, tyres, and repairs and maintenance increases between adjustments to the extent that it causes an increase to the total rates greater than 2 per cent, then an interim adjustment may be applied for.
6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence on or after 13 April 2009. This shall not apply to any interim adjustment.

F. MARKS J

TRANSPORT INDUSTRY - CASH-IN-TRANSIT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1673 and 2016 of 2008)

Before Commissioner Murphy

26 November 2008

REVIEWED AWARD

1. Delete clause 1 Wages, of the award published 4 April 2003 (339 I.G. 63) and insert in lieu thereof the following clause:

1. Wages

- 1.1 Employees shall be paid the weekly rates of pay set out in Table 1 - Wages, of Part B, Monetary Rates.
- 1.2 For the purpose of computing wages, overtime, etc., the additional amounts referred to in subclauses 2.1 and 2.2 of clause 2, Allowances, form part of the award rate for and when the work is performed.
- 1.3 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 clause 3 Hours of Employment, and insert in lieu thereof the following clause:

3. Hours of Employment

- 3.1 The ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 weeks and shall be worked between Monday and Friday inclusive.
- 3.2 The ordinary hours of work prescribed in subclause 3.1 of this clause may also be worked upon a Saturday; provided that:
 - 3.2.1 The number of ordinary hours to be worked on a Saturday shall not be less than 7.6 or more than 8;
 - 3.2.2 Employees working ordinary hours on a Saturday shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day;
 - 3.2.3 Any employee required to work ordinary hours on a Saturday will be given a minimum of 7 days' notice; and
 - 3.2.4 The employee must have Sunday and Monday as days off (unless they are worked as overtime).
- 3.3 The ordinary hours of work for all employees shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between the hours of 6:00 a.m. and 6:00 p.m.

3.4 The 38-hour week may be worked under one of the following methods:

3.4.1 Rostered Day Off in a 4-week Cycle

- 3.4.1.1 Employees shall work to a roster drawn up in each workplace providing for 19 days each of 8 hours over a continuous 4-week period.
- 3.4.1.2 Each employee shall take a rostered day off in accordance with the roster.
- 3.4.1.3 Rostered days off may be accumulated to a maximum of 10 days over a 40-week period. Rostered days off may be credited to and be taken by an employee in advance to a maximum of 5 days.
- 3.4.1.4 In those arrangements where rostered days off are not accumulated, an employer may, due to operational requirements, require an employee not to take a rostered day off during the period it accrues. In this event a replacement rostered day off shall be taken on the following basis:
- 3.4.1.4.1 Where the rostered day off not taken was either a Friday or Monday, the next practicable Friday or Monday shall be taken as a replacement rostered day off.
- 3.4.1.4.2 Where the rostered day off not taken was a Tuesday, Wednesday or Thursday, the replacement rostered day off shall be taken on the first practicable day available for the taking of such replacement rostered day off.
- 3.4.1.5 Otherwise, an employee's normal rostered day off may be changed during the currency of a roster period by agreement between the employer and such employee. In the absence of such agreement, 48 hours' notice of such alteration shall be given to the employee.
- 3.4.1.6 Calculation of Payment
- Payment shall be for 7 hours 36 minutes per day with accrual as entitlement for a rostered day off being made on the basis of a 19-day period where an employee works 152 hours within a work cycle not exceeding 28 consecutive days at 24 minutes per day.
- 3.4.1.7 An employee whose rostered day off occurs on a pay day shall be paid wages on the next ordinary working day following the rostered day off.
- 3.4.1.8 Where an employer is required to service a particular industry or plant or section thereof and there has been a cessation of operations resulting from annual closedown, such employer may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed. In this event, a rostered day or days off which would normally become due to the employee shall not become so due for the number of days taken pursuant to the provisions of this paragraph; provided however, that where an employee is disadvantaged in terms of leisure time by a rostered day or days off normally falling on a Friday or Monday being required to be taken on a Tuesday, Wednesday or Thursday, such employee shall be rostered to take a Friday or Monday day off on the earliest practicable opportunity upon the normal roster being resumed.
- 3.4.1.9 Where an employee works an ordinary day on a Saturday pursuant to subclause 3.2 of this clause, such employee's rostered day off must not be rostered to occur on a Saturday.

- 3.4.2 Other than a Rostered Day Off in a 4-week Cycle
- 3.4.2.1 Where an employer is required to service a particular industry or plant or section thereof which is operating under arrangements for a reduced working week other than that provided for in paragraph 3.4.1 of this subclause, the employer may arrange the hours of work of an employee to be applicable to that particular industry or plant, or section thereof; provided that such hours shall not be in excess of the normal hours of work permitted by this clause.
- 3.4.2.2 The employer may require employees to work ordinary hours over 5 days, Monday to Friday inclusive, which shall not exceed 38 hours, which may be worked over 4 days of 8 hours each and one day of 6 hours. On the day on which 6 hours is worked, those 6 hours may be worked continuously without a meal break.
- 3.4.2.3 The employer may require employees to work ordinary hours over a 2-week period (10 working days) Monday to Friday inclusive of not more than 76 hours. To achieve this, the employer may roster employees off half a day (4 hours) on one of the days in one of those normal working weeks.
- 3.5 More than one of the methods of implementation of an average 38-hour working week referred to in this clause may be simultaneously implemented for different groups of workers in the one workplace; provided that agreement shall be reached with the majority of employees so affected.
- 3.6 Methods of implementation of an average 38-hour working week other than those referred to in this clause may be instituted by arrangement with the Union.
- 3.7 In response to changed requirements of the employer's clients, the employer may alter the method(s) by which a 38-hour week is worked in the workplace; provided that the altered method(s) so chosen shall comply with the requirements of this clause.
- 3.8 Start and Finish Times
- 3.8.1 Within the limits prescribed in this clause, each employer shall fix the time and place at which each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 3.8.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when a period of 8 hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 3.8.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 3.8.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for 8 hours from that time shall be paid only for the actual hours worked.
- 3.8.5 The employer may only alter the time and place fixed in accordance with paragraph 3.8.1 of this subclause by notice posted for 7 days at the workplace or other agreed starting place; provided that the start time may be changed where it is necessary for reasons beyond the employer's control by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.
- 3.9 Part-time Employees
- 3.9.1 A part-time employee shall be one who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by permanent full-time

employees, but such days shall not be less than 3 per week and such hours shall not be less than 20 per week.

- 3.9.2 The spread of hours of a part-time employee shall be as set out in subclause 3.1 of this clause or in clause 4, Shift Work, depending upon the system of work applicable to the employee in question.
- 3.9.3 The rate of pay for a part-time employee shall be commensurate with the applicable minimum weekly rate of pay for a permanent full-time employee proportionate to the number of hours worked by the part-time employee.
- 3.9.4 Notwithstanding anything else contained in this award, the provisions of this award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave and public holidays shall apply to part-time employees.
- 3.9.5 Part-time employment may be offered on a fully voluntary basis to any existing employee, permanent or casual, as well as to new or intending employees.
- 3.9.6 Part-time employees may be offered additional work up to 38 hours per week at ordinary pay; provided that overtime rates are paid after 8 hours' work in any one day.
3. Delete the first paragraph in clause 38, Area, Incidence and Duration and insert in lieu thereof the following:

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 26 November 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

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

PART B

MONETARY RATES

Note: In the tables extracted below, 'SWC' refers to State Wage Case decisions in previous years that have been incorporated into the award.

Table 1 - Wages

Classification	SWC 2006	SWC 2007: Applicable from the first pay period commencing on or after 1 December 2008	SWC 2008 Applicable from the first pay period commencing on or after 1 October 2009
	\$	\$	\$
Cash transportation worker excluding non-armoured vehicle operator	640.05	660.05	686.45
Non-armoured vehicle operator	640.05	660.05	686.45

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	SWC 2006 \$	SWC 2007 Applicable from the first pay period commencing on or after 1 December 2008 \$	SWC 2008 Applicable from the first pay period commencing on or after 1 October 2009 \$
1	2.1	Carry keys to two key safes or possess and use knowledge of vault combinations	2.97	3.09	3.21
2	2.2	Performing mobile cash units (MCU) country Work	6.02	6.26	6.51
3	2.3.1	Readiness to work with off-site automatic teller machines outside ordinary hours - Monday to Friday inclusive Saturday, Sunday and public holidays	18.76 46.92	19.51 48.80	20.29 50.75
4	2.3.3	Using own vehicle when on recall	0.45	0.47	0.49
5	2.4	First aid	2.22	2.30	2.40
6	2.5	Employees engaged on Reserve Bank work	10.80	11.23	11.68
7	4.7	Meal allowance	11.50	12.01	12.56
8	10.5	Meal allowance	10.78	11.26	11.77

* NB. Items 7 and 8 are CPI based allowances (up to September Quarter Period 2008).

5. The rates and allowances provided by 'SWC 2007' shall take effect on and from the first pay period commencing on or after 1 December 2008. The rates and allowances provided by 'SWC 2008' shall take effect from the first pay period commencing on or after 1 October 2009.

J. P. MURPHY, Commissioner

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TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1289 of 2008)

Before Commissioner Connor

28 August 2008

VARIATION

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806) and insert in lieu thereof the following:

4. Arbitrated Award Safety Nets and Further Claims.

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 over award 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 instead the following :

PART B**MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Former Rate (per week) \$	SWC Adjustment 2008 %	New Rate (per week) \$
Transport Worker Grade One	579.40	4.0	602.60
Transport Worker Grade Two	593.00	4.0	616.70
Transport Worker Grade Three	602.40	4.0	626.50
Transport Worker Grade Four	610.60	4.0	635.00
Transport Worker Grade Five	633.70	4.0	659.00
Transport Worker Grade Six	639.00	4.0	664.60
Transport Worker Grade Seven	655.40	4.0	681.60
Transport Worker Grade Eight	685.90	4.0	713.30
Transport Worker Grade Nine	610.90	4.0	635.30

Table 2 - Allowances

Item	Clause	Description	Former Rate \$	New Rate (+4 % SWC 2008) \$
1	9	Driving more than one horse (per horse)	16.55	17.21
2	9	Removal and delivery of furniture, etc. (per day or part thereof)	5.19	5.40
3	9	Wharves and railway yards (per day or part thereof)	5.19	5.40

Table 3 - Wages (Clause 14 - Juniors)

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

Table 4 - Additional Payments and Allowances

Item	Clause	Description	Rate \$	New Rate SWC 2008 \$
1	13(a)	Amount collected per week		
		More than \$30 but not more than \$150 (per week)	4.95	5.15
2		More than \$150 but not more than \$250 (per week)	7.03	7.31
3		More than \$250 but not more than \$400 (per week)	10.15	10.56
4		More than \$400 but not more than \$600 (per week)	14.82	15.41
5		More than \$600 (per week)	19.61	20.39
6	13(b)(iv)(c)	Travelling and living away expenses (per day)*	36.40	37.15
7	13(b)(v)	Weekend / Holiday Expenses (per day)*	33.80	34.50
8	13(b)(vii)	Camping Out Allowance (per week)*	78.50	80.15
9	13(b)(vii)	Camping Out Allowance (less than 7 days) (per day)*	11.45	11.70
10	13(c)	Garaging or stabling (per week)*	18.80	20.10
11	13(d)	First Aid Officer (per day)	2.08	2.16
12	15(D)(iii)	Minimum payable during a trial period (per week)	62.26	64.75
13	17(a)(ii)	General Shops -		
		Casual employees working on a Saturday:		
		Engagements up to and incl. four hours -		
		Adult Employees (per shift)	6.04	6.28
		Employees under 21 years of age (per shift)	4.04	4.20
		Engagements exceeding four hours -		
		Adult Employees (per shift)	12.46	12.96
		Employees under 21 years of age (per shift)	6.85	7.12
14	17(a)	Special and Confection Shops -		
	(iii)	Casual employees working on a Saturday:		
		Adult Employees (per shift)	6.04	6.28
		Employees under 21 years of age (per shift)	4.04	4.20
15	17(c)(ii)	Confection Shops finishing after 10pm. (per night)	1.73	1.80
16	23(i)	Meal Allowance (per meal)*	11.10	11.70
17	23(ii)	Breakfast Allowance * (Confection Shops Only) (per meal)	11.10	11.70

* Indicates item increase adjustments in accordance with CPI to June Quarter 2007 to June Quarter 2008.

Table 5 - Long Distance Rate

Former rate (cents/km)	New rate (cents/km)
29.55	30.73

3. This variation shall commence from the first pay period commencing on or after 29 November 2008.

P. J. CONNOR, Commissioner.

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TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1290 of 2008)

Before Commissioner Connor

28 August 2008

VARIATION

1. Delete subclause 10.3 of clause 10, Wages, of the award published 2 May 2008 (365 I.G. 1201) and insert in lieu thereof the following:
 - 10.3 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 over award payments, and/or
 - (ii) 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 - Wages

DIVISION A - General Rates			
Grade One - Motor Vehicle Driver, Yardman and Articulated Drive -			
Classification	Former Weekly Wage \$	SWC 2008 %	Weekly Wage \$
(A) Motor Vehicle Driver - carrying capacity up to and not exceeding 5.5 tonnes	605.50	4.0	629.70
Additional Amount			
For each additional tonne of part thereof	4.84	4.0	5.03
(B) Yardman: (i.e. employee washing vehicles) Weekly Hand	600.50	4.0	624.50

(NOTE: The margin prescribed herein for a yardman has been fixed on the basis that his/her ordinary hours of work finish after 5.00 p.m. and at or before midnight on the days Monday to Friday, inclusive).

(C) Articulated Vehicle Driver:

Drivers of articulated vehicles shall receive either:

- (1) the rate of pay as calculated under 10.1 of clause 10, Wages; or
- (2) the rate of pay as calculated under clause 1, Wages, of the Transport Industry (State) Award, whichever is the higher.

Grade Two: Casual Hands and Youth Labour -

(A) Casual Hands:

- (a) Casual employees shall be paid one-fifth of the above weekly rate on a daily basis plus 15 per cent.
- (b) Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.

(B) Youth Labour:

Any youth employed on work under this award shall be paid the appropriate male rate prescribed in this award for the class of work he/she is performing.

Table 2 - Allowances

DIVISION B - Extra Payments				
Item No.	Clause No.	Description	Former Amount \$	New Amount \$
1	7.1.4	Washing Vehicle Allowance (each week washing occurs)	8.79	9.14
2	7.10.1	Unload/assist in loading of railway trucks (per day for each day)	1.15	1.20
		Unload/assist in loading of railway trucks (in any week not less than)	3.86	4.01
2A	7.11	Any Driver Responsible for operating a chiller and/or blower	0.99	1.03
DIVISION C - Other Work Related Allowances				
3	12	Collecting Monies - exceeds \$30 but not over \$150	5.02	5.22
4	12	Collecting Monies - exceeds \$150	7.79	8.10
DIVISION D - Reimbursement - Type Allowances				
6	15.5	Meals*	11.09	11.70
7	30.1	Laundered Clothing*	0.85	0.85
8	30.5	Boots*	0.48	0.50
9	31.1	First Aid	2.11	2.20

* Indicates item increase adjusted in accordance with CPI June Quarter 2007 to June Quarter 2008.

3. This variation shall operate from the first pay period commencing on or after 29 November 2008.

P. J. CONNOR, Commissioner

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VEGETABLE OILS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2075 of 2008)

Before Commissioner Cambridge

14 November 2008

VARIATION

1. Delete clause 4, State Wage Case Adjustments, of the award published 24 August 2001 (327 I.G. 183), and insert in lieu thereof the following:

4. 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:

- (i) any equivalent overaward payment; and/or
- (ii) 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**

- (i) Adult Employees -

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Level One: (96%) Solvent Extractor, Refiner	599.50	23.98	623.50
Level Two: (89.9%) Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer	574.10	22.96	597.10
Level Three: (87.4%) Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator	563.70	22.55	586.20
Level Four: (83%) All Others	545.40	21.81	567.20

(ii) Junior Employees - Percentage of the total wage for "All Others" -

Percentage %

At 17 years and under 75

At 18 years of age 100

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
	3(iii)	Leading Hand Allowance		
1		In charge of 3 to 6 employees	21.70	22.60
2		In charge of 7 to 10 employees	26.70	27.80
3		In charge of 11 to 15 employees	32.30	33.60
4		In charge of over 15 employees	40.40	42.00
5	3(v)	During Cotton Seed Operations	0.27/hour	0.28/hour
6	9	Meal Allowance	10.35	10.80
7	20	First-Aid Allowance	2.50/day or shift	2.60/day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2008 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case 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 17 November 2008.

I. W. CAMBRIDGE, Commissioner

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WASTE RECYCLING AND PROCESSING CORPORATION (SALARIES 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 1684 of 2008)

Before Commissioner Ritchie

11 December 2008

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Statement of Intent
6.	Coverage
7.	Rates of Pay
8.	Payment of Salaries
9.	Local Arrangements
10.	Working Hours
11.	Morning and Afternoon Breaks
12.	Meal Breaks
13.	Variation of Hours
14.	Natural Emergencies and Major Transport Disruptions
15.	Assistance with Transport
16.	Notification of Absence from Duty
17.	Public Holidays
18.	Standard Working Hours
19.	Flexible Working Hours
20.	Overtime Relating to Work Hours
21.	Non-Compliance
22.	Creating and Filling Positions
23.	Part-time Employment
24.	Job Share Arrangements
25.	Temporary Staff Member
26.	Overtime
27.	Overtime - General
28.	Overtime Worked by Day Workers
29.	Recall to Duty
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PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

2. Title

This Award shall be known as the Waste Recycling and Processing Corporation (Salaries and Conditions of Employment 2008) Award.

3. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the *Waste Recycling and Processing Corporation Act 2001*.

"Approval" means the appropriate approval given by a staff member of the Corporation with the appropriate and legitimate delegated authority by the Corporation to do so.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Birth" includes Stillbirth.

"Call Back (Return to Duty)" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible Hours of Work scheme.

"Casual staff member" means a person engaged on a day-to-day basis and paid accordingly.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer or nominee for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Chief Executive Officer or nominee" means the CEO or their nominee of the Corporation, or nominee, with delegated authorities under the Act.

"Contract hours for the day" for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.

"Corporation " means the Waste Recycling and Processing Corporation, as established under the Act.

"Corporation" and "Employer" shall mean the Corporation.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

"Examination Leave" means time allowed off from normal duties granted on full pay to staff members undertaking examinations in an approved part time course.

"Expected date of birth" means a date specified by a Medical Practitioner to be the date on which the Medical Practitioner expects the staff member to give birth as a result of pregnancy, in relation to a female staff member who is pregnant, or, in the case of adoption, to the date that the staff member takes custody of the child concerned.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in Flexible Working Hours clause of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Public Employment Office, Unions NSW (formerly the Labor Council of New South Wales) and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (o) of the Flexible Working Hours clause in this award.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, that is, 35 hours per week, required to be worked as at the date of this award.

"Half day" means half the standard contract hours for the day.

"Joint Consultative Committee" means the formal committee established between the Corporation and the unions for the purpose of consulting on Workplace matters.

"Local Arrangement" means an agreement reached at the organisational level between the Chief Executive Officer or nominee and the relevant trade union in terms of the Local Arrangements clause in this award.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under the Local Arrangements clause in this award - the hours of duty the Chief Executive Officer or nominee requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work" means, for the purposes of the Grievance and Dispute Settling Procedures clause of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"On duty" means the time required to be worked for the Corporation.

For the purposes of the Trade Union Activities clause of this Award, "on duty" means the time off with pay given by the Corporation to the accredited Trade Union delegate to enable the delegate to carry out legitimate Trade Union activities during ordinary work hours without being required to lodge an application for leave.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer or nominee agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Ordinary hours" means the ordinary hours worked by staff members in an ordinary working day or week to a maximum of 35 hours per week.

"Ordinary rate of pay" means the sum ascertained by dividing the basic annual salary by 260.8929 to give you a daily rate, then dividing this figure by the number of ordinary hours specified for that position.

"Overtime" means as defined in the overtime clause in this award.

"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.

"Part-time Staff member" means a permanent or temporary staff member whose agreed hours are less than full time hours.

"Staff Development and Training" shall mean short educational and professional training courses, conducted by either the Corporation or an external institution or body.

"Staff Member" means a person employed by the Corporation, as specified in clause 6, Coverage, of this award.

"Standard Hours" shall be as per the office hours specified in this award unless otherwise determined by the Chief Executive Officer or nominee.

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to staff members who are studying in approved part-time courses.

"Time-in-Lieu" means paid time taken off work during ordinary hours, in lieu of payment for overtime worked.

"Union" or "Trade Union" means Public Service Association and Professional Officers Association Amalgamated Union of New South Wales and / or the Association of Professional Engineers Managers and Scientists Australia having regard to their respective coverage.

4. Parties to the Award

This Award is made between the Corporation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

5. Statement of Intent

- (a) The Parties are committed to the development of professional and proactive work practices to provide the framework for the Corporation to be a successful business in a highly competitive commercial market.
- (b) The continuing development of an organisational culture that supports consultation, co-operation and participation in workplace relations matters by the parties will be an important factor in the organisation's ability to respond to market pressures and changes.

6. Coverage

- (a) This Award shall cover all staff members employed by the Corporation in the classifications specified in Table 1 of Part B - Monetary Rates of the Award, unless otherwise specified in this award.
- (b) This Award shall not cover consultants, contractors, senior executive staff on individual employment contracts or staff engaged on work experience or accredited traineeships.

7. Rates of Pay

- (a) The rates of pay shall be those as prescribed in Table 1 - Salaries, of Part B, Monetary Rates.
- (b) The rates of pay outlined in Table 1 - Salaries, provide for the following increases to apply:
 - (i) 4% increase from the first full pay period to commence on or after 1 July 2008;
 - (ii) 4% increase from the first full pay period to commence on or after 1 July 2009.
- (c) The salary increases in subclauses (b) are based on the commitment of the Parties and staff members to continued reform for the period 1 July 2008 to 30 June 2010.. Specific initiatives to which the parties commit are as follows:
 - (i) Automation of IPOS Purchasing Workflow as scheduled
 - (ii) Automation of invoicing and information processing for the Collections part of WSN's business as scheduled;
 - (iii) Implementation of the Business Intelligence Tool for report generation as scheduled;
 - (iv) Reduction of one independent contractor from Finance / IT by 30 June 2010.

8. Payment of Salaries

Salaries shall be paid to all staff members of the Corporation on a fortnightly basis through Electronic Funds Transfer unless otherwise agreed.

9. Local Arrangements

- (a) Local Arrangements may be negotiated between the Chief Executive Officer or nominee and the unions in respect of the whole Corporation or part of the Corporation.

- (b) All Local Arrangements or variations negotiated between the Chief Executive Officer or nominee and the relevant union(s) must be contained in a formal document, such as a co-lateral agreement, memorandum of understanding, and a variation to this award or enterprise agreement.
- (c) Subject to the provisions of subclause (b) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Chief Executive Officer or nominee and the relevant union(s) in respect of the provisions contained in the Flexible Work Practices clause of this Award, where the conditions of employment of any group are such that the application of the work hours arrangements would not be practicable.

10. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Corporation. Such direction will include the definition of full time contract hours.
- (b) The staff member in charge of a division or branch of the Corporation will be responsible to the Chief Executive Officer or nominee for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Corporation may require a staff member to perform duty beyond the hours determined under subclause (a) 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 or nominee 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.
- (d) The application of hours of work is subject to the provisions of this clause.
 - (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
 - (f) The Corporation shall ensure that all staff members employed are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
 - (g) The normal hours of work shall be 35 hours per week unless otherwise determined by the Chief Executive Officer or nominee in accordance with subclause (a) of this clause.

11. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the Discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

12. Meal Breaks

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (1) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (2) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Corporation and the relevant trade union to provide for payment of a penalty.

13. Variation of Hours

If the Corporation is satisfied that a staff member is unable to comply with the general hours operating in the organisation because of limited transport facilities, urgent personal reasons, community or family reasons, the Chief Executive Officer or nominee may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (1) the variation does not adversely affect the operational requirements;
- (2) there is no reduction in the total number of daily hours to be worked;
- (3) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (4) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (5) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (6) ongoing arrangements are documented; and
- (7) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

14. Natural Emergencies and Major Transport Disruptions

A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:

- (1) Apply to vary the working hours as provided in the Variation of Hours clause of this award and/or
- (2) negotiate an alternative working location with the Corporation; and/or
- (3) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

15. Assistance With Transport

The extent of any assistance by the Corporation with transport of a staff member between the workplace and residence or part of the distance involved, shall be determined by the Chief Executive Officer or nominee according to the provisions contained in the Provision of Transport in conjunction with Working of Overtime clause of this award.

16. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Chief Executive Officer or nominee, the amount representing the period of absence shall be deducted from the staff member's pay.

17. Public Holidays

- (a) Unless directed to attend for duty by the Chief Executive Officer or nominee, a staff member is entitled to be absent from duty on any day which is:
 - (1) a public holiday throughout the State; or
 - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (3) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer or nominee as a public service holiday.
- (b) A staff member, who is required by the Chief Executive Officer or nominee to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

18. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- (b) Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer or nominee. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Chief Executive Officer or nominee approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time - The time off taken in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Chief Executive Officer or nominee.

19. Flexible Working Hours

- (a) Unless local arrangements have been negotiated as provided in the Local Arrangements clause of this award, a flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer or nominee.
- (b) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (j) and (l) of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.

- (c) Exclusions - Flexible working hours shall not apply to staff members who work:
permanent standard hours; or
according to a shift roster.
- (d) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 6.00 pm Monday to Friday, unless a different time span has been negotiated under a local arrangement in terms of the Local Arrangements clause of this award.

Within the bandwidth, no more than 10.5 hours may be credited in any one day.
- (f) Coretime - The coretime shall be between the hours of 9.30 am and 3.30 pm Monday to Friday, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of the Local Arrangements clause of this award.

Coretime may be varied by special arrangement with Managers to 1000 to 1500 hours.
- (g) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer or nominee. Where a local arrangement has been negotiated in terms of the Local Arrangements clause of this award, the lunch break shall be taken in accordance with such local arrangement.
- (h) Settlement period - Unless a local arrangement has been negotiated in terms of the Local Arrangements clause of this award, the settlement period shall be 3 calendar months i.e. 1 January to 31 March.
- (1) For time recording purposes the settlement period and flex leave must coincide.
- (2) Where exceptional circumstances apply, e.g., prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer or nominee may extend the affected settlement period.
- (i) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (j) Flexible working hours credit - A staff member may carry a maximum of 10 hours credit into the next period. Time accumulated in excess of 10 hours at the end of a settlement period shall be forfeited. Local arrangements in terms of the Local Arrangements clause of this award may be negotiated in respect of the carry over of the maximum flexible hours credit and the banking of any accumulated time.
- (k) The Corporation shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flex leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.
- (l) Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of the Local Arrangements clause of this award:
- (1) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- (2) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.

- (3) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave.
- (m) Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
- (1) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (2) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or
 - (3) in such other circumstances as have been negotiated between the Chief Executive Officer or nominee and the relevant trade union(s) under a local arrangement in terms of the Local Arrangements clause of this award.
- (n) Statement of Intent
- (1) This agreement aims to improve organisational performance and flexibility for all staff members. Achievement of these objectives will ensure that there is an appropriate balance between work and personal commitments. The parties recognise that this will occur if all staff members and their supervisors understand and accept the spirit of the agreement, as well as its operation, and respect the needs of the organisation and individual staff members.
 - (2) The flexible working arrangement applies to all staff (excepting those covered by an existing Industrial Agreement) and operates in conjunction with the following principles by:
 - (i) The arrangements described below commit all staff members to ensuring that operational and client service requirements are met.
 - (ii) Actual working hours and patterns of work will be decided by mutual agreement between the staff member and their supervisor.
 - (3) Decisions regarding working hours and patterns of work will be made by taking into account:
 - (i) organisational requirements of WSN Environmental Solutions.
 - (ii) the personal commitments/needs of the individual.
- (o) Flex leave - Subject to operational requirements, four days may be taken each Settlement Period provided:
- (1) a maximum of 2 flexidays may be taken together.
 - (2) a maximum of 13 flexidays per annum applies. This period is calculated from 1 July to 30 June.
- Flex leave may be taken on consecutive working days. Half-day absences may be combined with other periods of authorised leave. Local arrangements in respect of the taking of flex leave may be negotiated in terms the Local Arrangements clause of this award.
- (p) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in the Absence from Work clause of this award.
- (q) Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer or nominee may direct the staff member to work standard hours and not flexible hours:

- (1) where the Chief Executive Officer or nominee decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Corporation or section of the Corporation, the relevant union shall be consulted, where appropriate; or
 - (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (r) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flexleave on the Thursday preceding the Good Friday public holiday.
- (s) Any grievances arising from this flexible working hours agreement shall be resolved using the existing Grievance Resolution Procedures in this award.

20. Overtime Relating to Work Hours

Officers shall be eligible for overtime if:

- (1) they are directed to do so before or after the agreed Bandwidth by a supervisor; or
- (2) they are directed to work beyond 8 hours (excluding a meal break) on a particular day. Any overtime worked must be confirmed later in writing on the overtime claim form and signed by a supervisor.

21. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Chief Executive Officer or nominee, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to the Corporation's Managing Unsatisfactory Performance and Misconduct Policy and Guidelines.

22. Creating and Filling Positions

- (a) The Chief Executive Officer or nominee shall create and abolish positions as required to meet the business needs of the organisation in accordance with the Act.
- (b) The Chief Executive Officer or nominee may classify and grade positions using accredited job evaluation methodology.
- (c) The filling of positions shall be in accordance with the principles of Equal Employment Opportunity (EEO) and Merit Selection.
- (d) All appointments are subject to the approval of the Chief Executive Officer or nominee.

23. Part Time Employment

- (a) The Corporation may employ persons on a part time basis.
- (b) A part time staff member for all purposes of the Award, is entitled to the same terms and conditions as a full time staff member, provided that in all cases entitlement is determined on a pro rata basis.
- (c) The number of hours worked per week shall be mutually agreed between the staff member concerned and the Chief Executive Officer or nominee or their nominee.
- (d) Once the hours are agreed upon, any time worked at the direction of the Chief Executive Officer or nominee in excess of the hours of a full time position shall be deemed to be overtime and the overtime provisions of this Award shall apply.
- (e) Part time employment shall not work to the detriment of full time staff members and no full time staff member shall be required to work part time.

- (f) A person who is initially employed to work part time may elect to work full time at any time subject to the Corporation convenience and the availability of work for the classification and grade of the position.
- (g) A full time person who elects to work part time for a set period will be guaranteed the right of return to full time work at the end of the period provided that this is specified and negotiated at the outset.
- (h) Full time staff members who elect to work part time and who have not specified that they wish to return to full time work may elect to return to work full time subject to the Corporation convenience.

24. Job Share Arrangements

- (a) Job Share is a voluntary arrangement in which one job is shared amongst part-time staff members.
- (b) Staff members may job share under this Award where the Chief Executive Officer or nominee approves it.
- (c) Job Share arrangements are required to be formalised in the same way the part time work arrangements are outlined in an agreement - This agreement shall be called a job share agreement.
- (d) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one staff member were performing the job.

25. Temporary Staff Member

- (a) The Chief Executive Officer or nominee or nominee may, if of the opinion that it is necessary to do so, employ temporarily a person who has appropriate qualifications to carry out work in the Corporation.
- (b) The salary, terms and conditions of employment for a temporary staff member shall be prescribed in a letter of offer that outlines the period of temporary employment or for the duration of completion of a project.
- (c) Notwithstanding (b) above, the Chief Executive Officer or nominee may dispense with the services of a temporary staff member at any time in accordance with the terms of engagement.
- (d) The Corporation may appoint a long-term temporary staff member to a permanent position with the approval of the Chief Executive Officer or nominee.
- (e) For the purposes of subclause (d), a long-term temporary staff member is a temporary staff member whose employment as such a staff member falls within a continuous employment period of at least 2 years.
- (f) A recommendation for the appointment of a long-term temporary staff member to a staff member's position may be made only if each of the following requirements is satisfied:
 - (1) The duties of the position concerned must be substantially the same as the duties performed by the staff member at the time of the staff member's initial employment on merit.
 - (2) The rate of salary or wages proposed to be payable to the holder of the position concerned at the time of appointment must not exceed the maximum rate payable for WSN Officer Level 12.
 - (3) The Chief Executive Officer or nominee must be satisfied that on-going work is available in respect of the staff member.
 - (4) The Chief Executive Officer or nominee must be satisfied that the staff member has the relevant skills, qualifications, experience, work performance standards and personal qualities to enable the staff member to perform the duties of the position concerned,
 - (5) The staff member must (initially or at some later stage) have been employed as a temporary staff member in some form of open competition involving the selection of the staff member as the

person who, in the opinion of the then Chief Executive Officer or nominee, had the greatest merit among candidates for appointment.

26. Overtime

The payment of overtime shall at all times only be made where a staff member is either directed or approved to work overtime. Unauthorised overtime will not be paid.

27. Overtime - General

- (a) A staff member may be directed by the Chief Executive Officer or nominee to work overtime, provided it is reasonable for the staff member to be required to do so.
- (b) 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.
- (c) 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 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 or nominee regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
- (d) Payment for Overtime Shall be Made Only Where the Staff Member Works Authorised (I.E. Approved Or Directed) Overtime.
- (e) Payment of such overtime shall be calculated on base salary in accordance with the Salaries Schedule in this Award (not the salary including any annualised allowance).
- (f) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary, which has been determined as inclusive of overtime and/or on-call (standby) allowance.

28. Overtime Worked By Day Workers

- (a) The provisions of this sub-clause shall not apply to:
 - (1) Staff members covered by formal local arrangements in respect of overtime negotiated between the Corporation and the Union;
 - (2) Staff members to whom overtime provisions apply under another industrial instrument;
 - (3) Staff members whose salary includes compensation for overtime;

- (4) Staff members who receive an allowance in lieu of overtime such as the annualised allowance payable under this Award; and
 - (5) Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in the Compensation for Additional Hours Worked by Duty Officer, State Emergency Services clause of this clause.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (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 for all directed overtime worked outside the staff member's ordinary hours of duty, unless local arrangements negotiated in terms of the Local Arrangements clause of this Award apply;
 - (2) Saturday:

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.
 - (3) Sundays:

All overtime worked on a Sunday at the rate of double time.
 - (4) Public Holidays:

All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty 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 staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for four (4) hours work at the appropriate rate.
- (e) Rest Periods:
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty.
 - (3) The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

29. Recall to Duty

- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four (4) hours work at the appropriate overtime rates.
- (b) The staff member shall not be required to work the full four (4) hours if the job can be completed within a shorter period.
- (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or four (4) hours from the

commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of four (4) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within four (4) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of four (4) hours unless the actual time worked is four (4) or more hours.

30. On Call (Stand-By)

- (a) When a staff member is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made.
- (b) Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this Award, the rate shown in Item 6 of Table 2, Allowances of Part B Monetary Rates shall be made for the duration of on call (stand-by).

31. Overtime Meal Breaks

- (a) Staff members not working under the flexible working hours arrangements:

A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (b) Staff member working under the flexible working hours arrangements:

A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- (c) Staff Members Generally:

A staff member required to work overtime on a Saturday, Sunday or Public Holiday shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

32. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 9 of Table 2 - Allowances Part B, Monetary Rates, provided the Chief Executive Officer or nominee is satisfied that:
 - (1) the time worked is directed overtime;

- (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer or nominee and the Union from negotiating different meal provisions under a local arrangement.

33. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for WSN Officer Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for WSN Officer Grade 8 plus \$1.00, unless the Chief Executive Officer or nominee approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

34. Payment for Overtime Or Leave in Lieu

- (a) The Chief Executive Officer or nominee shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:
 - (1) The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - (3) The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in the Sick Leave to Care for a Family Member clause apply.
 - (4) The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved by the Chief Executive Officer or nominee;
 - (5) Leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer or nominee and the Union.
 - (6) At the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (7) A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

35. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services

The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:

- (a) payment at the rate of one third of one day's pay for each tour of duty; or

- (b) if so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with the Payment for overtime or leave in lieu clause in this award.

36. Calculation of Overtime

- (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

37. Review of Overtime Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in the Review of Allowances Payable clause in terms of this Award.
- (b) Where an allowance payable under the Overtime Meal Allowances clause of this Award is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer or nominee shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Chief Executive Officer or nominee in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

38. Higher Duties and Acting Allowances

Where at the direction of the Chief Executive Officer or nominee a staff member relieves in a higher duties position, they shall be entitled to a higher duties allowance in accordance with the provisions of the Corporation's Higher Duties - Policy and Provisions

39. Public Holidays

- (a) Staff members shall be entitled to the following public holidays without loss of pay. New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Public Service holiday and any other day or days which are proclaimed as public holidays throughout the State of New South Wales.
- (b) For the purpose of this subclause:
- (1) Where Christmas Day falls on a Saturday or a Sunday the following Monday or Tuesday shall be observed as a public holiday; and

- (2) Where Boxing Day falls on a Saturday or Sunday, the following Monday or Tuesday shall be observed as a public holiday; and
 - (3) When New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (c) Other days may be added to any of the above mentioned public holidays at the employer's discretion, for example where a staff member is of another religious denomination or ethnic background.
 - (d) The NSW Public Service Holiday shall be enjoyed as a holiday and shall be held on a day as determined by the Chief Executive Officer or nominee.

40. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 8 of Table 2 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave, which exceeds four weeks.
- (c) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (d) Standard First Aid Kits shall be provided and maintained by the Corporation (or insurer as appropriate) in accordance with the Occupational Health & Safety Act 2000 or Regulation.
- (e) In the event of any serious accident happening to any staff member or casual staff member whilst on duty, at no cost to the staff member, shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

41. Travelling Compensation - Excess Travelling Time

- (a) A staff member directed by the Chief Executive Officer or nominee to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:
 - (1) payment calculated in accordance with the provisions contained in this clause; or
 - (2) taking equivalent time off in lieu to be granted for excess time spent in travelling on official business (subject to operational convenience).
- (b) Compensation under paragraphs (1) or (2) of this subclause, shall be subject to the following conditions:
 - (1) on a non-working day - all time spent travelling on official business;
 - (2) on a working day - subject to the provisions of subclause (e) of this clause, all additional time spent travelling before or after the staff member's normal hours of duty.

provided the period for which compensation is being sought is more than a half an hour on any one-day.
- (c) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (d) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (e) Compensation for excess travelling time shall exclude the following:
- (1) Time normally taken for the periodic journey from home to headquarters and return;
 - (2) Any periods of excess travel of less than 30 minutes on any one day;
 - (3) Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (4) Time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided.
 - (5) Travel not undertaken by the most practical available route;
 - (6) Any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (7) Travel overseas.
- (f) Rate of Payment: Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{\text{Normal hours of work}}$$
- (g) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (h) Staff members whose salary is in excess of the maximum rate for the equivalent of WSN Officer Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for WSN Officer Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (i) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours (unless there are exceptional circumstances approved by the Chief Executive Officer or nominee).

42. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to the Excess Travelling Time clause in this Award.

43. Travelling Allowances - General

- (a) The Chief Executive Officer or nominee shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (b) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three-diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

44. Meal Expenses on One Way Journeys

A staff member who is authorised by the Chief Executive Officer or nominee to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Table 2 - Allowances of Part B Monetary Rates for:

- (a) Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (b) An evening meal when required to travel until or beyond 7.00 p.m.; and
- (c) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

45. Travelling Allowances When Staying in Non Government Accommodation

- (1) A staff member who is required by the Chief Executive Officer or nominee to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (2) For the first 35 days, the payment shall be either:
 - (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member' from their residence; and
actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) if the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part B Monetary Rates.
- (3) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Chief Executive Officer or nominee that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred.
- (4) Where a staff member is unable to so satisfy the Chief Executive Officer or nominee, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (5) After the first 35 days - If a staff member is required by the Chief Executive Officer or nominee to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2- Allowances of Part B Monetary Rates.
- (6) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subparagraph (5) above, the Corporation could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (7) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

46. Travelling Allowances When Staying in Government Accommodation

- (a) When a staff member working from a temporary work location is provided with accommodation by the Government, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 2 - Allowances of Part B Monetary Rates for the same period.

- (b) If meals are not provided by the Government at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

47. Restrictions on Payment of Travelling Allowances

An allowance under the Travelling Allowance when staying in Non Government Accommodation clause or Travelling Allowances when staying in Government Accommodation clause is not payable in respect of:

- (1) Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- (2) Any period of leave, except with the approval of the Chief Executive Officer or nominee or as otherwise provided by this subclause; or
- (3) Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (4) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under the Travelling Allowance when staying in Non Government Accommodation clause or Travelling Allowances when staying in Government Accommodation clause of this Award who is granted special leave to return to their residence at a weekend, shall be entitled to an allowance under the Travelling Allowance when staying in Non Government Accommodation clause in respect of the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, but is not entitled to any allowance under this subclause, or any other allowance, in respect of the same period.
- (5) Notwithstanding subclauses (1), (2) or (3) of this clause, a staff member in receipt of an allowance under this subclause who, on ceasing to perform duty at or from a temporary work location, leaves that location shall be entitled to an allowance in accordance with the Travelling Allowance when staying in Non Government Accommodation clause of this Award in respect of the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location, but is not entitled to any other allowance in respect of the same period.

48. Increase Or Reduction in Payment of Travelling Allowance

Where the Chief Executive Officer or nominee is satisfied that a travelling allowance is:

- (a) Insufficient to Adequately Reimburse the Staff Member for Expenses Properly and Reasonably Incurred, a Further Amount May be Paid to Reimburse the Staff Member for the Additional Expenses Incurred; Or
- (b) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred,

the Chief Executive Officer or nominee may reduce the allowance to an amount, which would reimburse the staff member for expenses incurred properly and reasonably.

49. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer or nominee is prepared to accept other evidence from the staff member.

50. Travelling Distance

- (a) The need to obtain overnight accommodation shall be determined by the Chief Executive Officer or nominee having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area.

- (b) Where staff members are required to attend conferences or seminars, which involve evening sessions, or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Chief Executive Officer or nominee.

51. Allowance Payable for Use of Private Motor Vehicle

- (a) The Chief Executive Officer or nominee may authorise a staff member to use a private motor vehicle for work where:
- (1) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (2) where the staff member is unable to use other means of transport due to a disability.
- (a) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the "casual rate" of allowance or the "official business rate" of allowance, as defined in the Definitions clause of this Award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
- (b) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer or nominee.
- (c) A staff member who, with the approval of the Chief Executive Officer or nominee, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 2 - Allowances of Part B Monetary Rates for the use of such private motor vehicle.
- (d) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (e) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 5 of Table 2 - Allowances of Part B Monetary Rates.
- (f) Except as otherwise specified in this Award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

52. Compensation for Loss Or Damage to Private Property

- (a) Where damage to or loss of the staff member's private property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act, 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this subclause is rejected by the insurer, the Chief Executive Officer or nominee may compensate a staff member for the damage to or loss of private property, if such damage or loss:
- (1) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (2) is caused by a defect in a staff member's material or equipment; or
 - (3) results from a staff member's protection of or attempt to protect Corporation property from loss or damage.

- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer or nominee may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replaced item.
- (d) For the purpose of this subclause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items, which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.
- (f) Where staff members have tools of trade that are registered with the Corporation the conditions under this clause will apply.

53. Leave - General Provisions

- (a) The provisions contained in this clause apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer or nominee or their nominee and the relevant union in terms of the Local Arrangements clause of this Award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) Where paid and unpaid leave available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

54. Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the Chief Executive Officer or nominee as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer or nominee shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

55. Applying for Leave

- (a) an Application By a Staff Member for Leave under This Clause Shall be Made to and Dealt With By the Chief Executive Officer Or Nominee.
- (b) The Chief Executive Officer or nominee shall deal with the application for leave according to the wishes of the staff member if the operational requirements of the Corporation permit this to be done.

56. Adoption Leave

- (a) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- (1) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer or nominee may determine, if the child has commenced school at the date of the taking of custody.
- (b) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer or nominee, take leave:
- (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (c) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (d) A staff member who resumes duty immediately on the expiration of adoption leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (e) A staff member who will be the primary care giver from the date of taking custody of the adopted child and who:
- (1) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer or nominee ; and
 - (2) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service,
- shall be entitled to payment at their ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period.
- Payment for the adoption leave may be made at full pay, half pay or as a lump sum.
- (f) Except as provided in subclause (e) of this clause, adoption leave shall be granted without pay.
- (g) Special Adoption Leave:
- (1) A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption.
 - (2) Special adoption leave may be taken as a charge against recreation leave, extended leave, family and community service leave or local arrangements as negotiated.

57. Extended Leave

- (a) It is the intention of the parties to continue to apply the relevant provisions of Schedule 3 of the *Public Sector Employment and Management Act 2002* in relation to the accrual and taking of extended leave.
- (b) Staff members shall have access to pro-rata extended leave after 7 years service;
- (c) Staff members shall be allowed to take a period of extended leave at double pay, i.e. a staff member may use their entitlement to 2 months extended leave by taking 1 months leave and receiving 2 months pay for that 1 month period; and.
- (d) Public holidays that fall whilst a staff member is on a period of extended leave will be paid and not debited from a staff members leave entitlement.

58. Family and Community Service Leave

- (a) The Chief Executive Officer or nominee shall, in the case of emergencies or in personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (b) Such cases may include but not be limited to the following:-
 - (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) Accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) Emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (4) Other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (c) Attendance at court by a staff member to answer a charge for a criminal offence, if the Chief Executive Officer or nominee considers the granting of family and community service leave to be appropriate in a particular case;
- (d) Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
- (e) Staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- (f) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraph (1) or (2) of this subclause.
 - (1) 2½ of the staff member's working days in the first year of service and, on completion of the first year's service, 5 of the staff member's working days in any period of 2 years; or
 - (2) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

- (g) If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer or nominee shall consider applications for additional family and community service leave, if some other emergency arises.
- (h) On the death of a person defined in subclause (c) of clause 68, Sick Leave to Care for a Sick Family Member, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (i) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 68, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted.

59. Leave Without Pay

- (a) The Chief Executive Officer or nominee may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member, who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer or nominee.
- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (g) No paid leave shall be granted during a period of leave without pay.

60. Maternity Leave

- (a) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (1) for a period up to 9 weeks prior to the expected date of birth; and
 - (2) for a further period of up to 12 months after the actual date of birth.
- (b) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer or nominee, take leave after the actual date of birth:
 - (1) full-time for a period of up to 12 months; or
 - (2) part-time for a period of up to 2 years; or
 - (3) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (d) A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (e) If the position occupied by the staff member immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (f) A staff member who:
- (1) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer or nominee; and
 - (2) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period.
- Payment for the maternity leave may be made at full pay, half pay or as a lump sum.
- (g) Except as provided in sub-clause (f) of this clause, maternity leave shall be granted without pay.
- (h) The Chief Executive Officer or nominee shall consider, where possible and appropriate, an application to transfer to safer duties of a pregnant staff member either before and/or after the birth of an unborn or a newborn child on a case-by-case basis.

61. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer or nominee may grant to a staff member 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) Up to 24 working days military leave per year may be granted by the Chief Executive Officer or nominee to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (c) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer or nominee a certificate of attendance signed by the commanding officer or other responsible officer.

62. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
- (1) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, leave without pay, or negotiate local arrangements to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the Corporation and it is operationally convenient to release the staff member from duty, the Chief Executive Officer or nominee must grant the leave applied for by the staff member in terms of this subclause.

- (c) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer or nominee, subject to:
- (1) adequate notice being given by the staff member;
 - (2) prior approval being obtained by the staff member; and
 - (3) the time off being made up in the manner approved by the Chief Executive Officer or nominee.
- (d) Notwithstanding the provisions of subclauses (a), (b) and (c) of this clause, arrangements may be negotiated between the Corporation and the Relevant union in terms of the Local Award Arrangements clause in this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

63. Parental Leave

Parental leave is available to male and female staff members who apply for leave to look after their child or children.

- (a) Parental leave applies as follows:
- (1) Short Parental Leave:

An unbroken period of up to one week at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (2) Extended Parental Leave:

For a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in paragraph (1) of this subclause.
- (b) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (c) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer or nominee take such leave:
- (1) full-time for a period not exceeding 12 months; or
 - (2) part-time over a period not exceeding 2 years; or
 - (3) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (d) A staff member who resumes duty immediately on expiration of parental leave shall:
- (1) if the position occupied by the staff member immediately before the commencement of that leave still exists be entitled to be placed in that position; or
 - (2) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (e) A staff member who:
- (1) applied for parental leave within the time and in the manner determined by the Chief Executive Officer or nominee, and

- (2) prior to the expected date of birth or adoption completed not less than 40 weeks' continuous service,

shall be paid at their ordinary rate of pay for a period not exceeding 1 week on full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

- (f) Except as provided in subclause (e), parental leave shall be granted without pay.
- (g) A staff member may elect to take accrued recreation or extended leave in respect of some or all of the period of parental leave.

64. Recreation Leave

(a) **Accrual**

- (1) Except where stated otherwise in this Award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year.
- (2) Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) Recreation leave accrues from day to day.

(b) **Limits on Accumulation and Direction to Take Leave**

- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Chief Executive Officer or nominee in special circumstances.
- (2) Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer or nominee according to the wishes of the staff member.
- (3) The Chief Executive Officer or nominee shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.
- (4) The Chief Executive Officer or nominee shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(c) **Conservation of Leave**

If the Chief Executive Officer or nominee is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer or nominee shall:

- (1) specify in writing the period of time during which the excess shall be conserved; and
- (2) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.

- (3) The Chief Executive Officer or nominee will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

(d) Miscellaneous

- (1) Unless a local arrangement has been negotiated between the Chief Executive Officer or nominee and the Relevant union, recreation leave is not to be granted for a period less than a quarter day or in other than multiples of a quarter day.
- (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
- (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
- (7) On cessation of employment, a staff member is entitled to be paid, the monetary value of accrued recreation leave, which remains untaken.
- (8) A staff member to whom paragraph (7) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(e) Death:

Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.

(f) Where no beneficiary has been nominated

Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:

- (1) to the widow or widower of the staff member; or
- (2) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (3) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer or nominee was, at the time of the staff member's death, a dependent relative of the staff member; or
- (4) if there is no person entitled under paragraphs (1) or (2) or (3) of this subclause to receive the monetary value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

65. Annual Leave Loading

(a) General

- (1) Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause.
- (2) Subject to the provisions set out in sub-clauses (b) to (e) of this clause, leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.

(b) Loading on additional leave accrued

- (1) Where additional leave is accrued by a staff member as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the higher.
- (2) If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.

(c) Maximum Loading

Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a WSN Officer Grade 12 under this Award.

(d) Leave year

- (1) For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

(e) Payment of annual leave loading

From 1 December 2002, annual leave loading has been annualised and is being paid as part of the fortnightly salary of a staff member.

66. Sick Leave

(a) If the Chief Executive Officer or nominee is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer or nominee:

- (1) shall grant to the staff member sick leave on full pay; and
- (2) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.

(b) Entitlements:

- (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
- (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
- (3) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

- (4) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.
- (5) Paid sick leave shall not be granted during a period of unpaid leave.
- (c) Payment during the initial 3 months of service:
 - (1) Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer or nominee approves otherwise.
 - (2) Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (d) Seasonal or Relief Staff:

No paid sick leave shall be granted to temporary staff members who are employed as seasonal or relief staff for a period of less than 3 months.

67. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer or nominee in respect of the absence.
- (b) A staff member shall be put on notice in advance if required by the Chief Executive Officer or nominee to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (c) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer or nominee, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the Corporation's or the Government Medical Officer for advice.
- (d) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer or nominee on the advice of the Corporation or Government Medical Officer.
- (e) If sick leave applied for is not granted, the Chief Executive Officer or nominee must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (f) A staff member may elect to have an application for sick leave dealt with confidentially by the Corporation or Government Medical Officer in accordance with the Corporation policy on confidentiality, as applies from time to time.
- (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer or nominee a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer or nominee may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) in respect of recreation leave, the period set out in the medical certificate;
 - (2) in respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (h) Subclause (g) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (i) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and

maxillo facial surgeon or, at the Chief Executive Officer or nominee's discretion, another registered health services provider.

- (j) Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

68. Sick Leave to Care for a Family Member

When family and community service leave provided for in the Sick Leave clause of this Award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer or nominee may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Chief Executive Officer or nominee, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the staff member being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a de-facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de-facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de-facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

69. Sick Leave - Workers Compensation

- (a) The Chief Executive Officer or nominee shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances, which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer or nominee shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Chief Executive Officer or nominee will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer or nominee shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the Chief Executive Officer or nominee that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer or nominee shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act.
- (j) If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (k) If the Chief Executive Officer or nominee provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (l) No further sick leave shall be granted on full pay 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*.
- (m) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (1) the staff member's claim for workers compensation;
 - (2) the conduct of a medical examination by a Government or other Medical Officer;
 - (3) a medical certificate issued by the examining Government or other Medical Officer; or

- (4) action taken by the Chief Executive Officer or nominee either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

70. Sick Leave - Claims Other Than Workers Compensation

- (a) If the circumstances of any injury to or illness of a staff member 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, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
- (1) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and
 - (2) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer or nominee is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

71. Special Leave With Full Pay

- (a) Jury Service:
- (1) A staff member shall, as soon as possible, notify the Chief Executive Officer or nominee of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer or nominee a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer or nominee shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer or nominee shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed settlement day leave or leave without pay.

- (b) Witness at Court - Official Capacity:

When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.

- (1) salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court, as a witness in an official capacity shall be paid by the Corporation.

(c) Witness at Court - Other than in Official Capacity - Crown Witness:

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (1) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (2) pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- (3) Relevant union Witness - a staff member called by the relevant union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the Corporation for the required period.

(d) Called as a witness in a private capacity:

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(e) Examinations:

Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer or nominee.

- (1) Special leave granted to attend examinations should include leave for any necessary travel to or from the place at which the examination is held.

(f) Special Leave - Union Activities

Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in the Trade Union Activities Attracting Special Leave clause of this award.

(g) Return Home When Temporarily Living Away from Home:

Sufficient special leave, as set out in this subclause, shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker, before or after rostered days off, to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave, negotiate local arrangements, or leave without pay, if the operational requirements allow.

(h) National Aborigines and Islander Day of Commemoration

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration celebrations.

(i) Special Leave - Other Purposes:

Special leave on full pay may be granted to staff members by the Chief Executive Officer or nominee for other purposes, subject to the conditions specified in the Corporation Human Resources Policies and Procedures Manual at the time the leave is taken.

72. Personal and Professional Development and Training Activities

- (a) For the purpose of this clause, the following shall be regarded as staff personal and professional development and training activities:
- (1) all developmental courses conducted by an approved provider and all courses conducted by or in association with the Corporation;
 - (2) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (3) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies or approved for attendance by the Corporation.
- (b) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
- (1) activities for which study assistance is appropriate;
 - (2) activities to which other provisions of this Award apply (e.g., courses conducted by the Relevant union); and
 - (3) activities, which are of no specific relevance to the Corporation.
- (c) Attendance of a staff member at activities considered by the Chief Executive Officer or nominee to be:
- (1) essential for the efficient operation of the Corporation; or
 - (2) developmental and of benefit to the Corporation.
 - (3) in the best interests of the staff member and the Corporation if done by way of a block release bearing in mind staffing and other requirements of the section;
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation referred to in (c) above:
- (1) recognition that the staff members are performing normal duties during the course;
 - (2) adjustment for the hours so worked under the working hours arrangements;
 - (3) payment of course fees;
 - (4) payment or reimbursement 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 have not been included in the course fees; and
 - (5) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Chief Executive Officer or nominee is satisfied that the approval to attend constitutes a direction to work overtime under the Overtime clause in this Award.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be development and of benefit to the Corporation:
- (1) recognition of the staff member as being on duty during normal working hours whilst attending the activity;

- (2) payment of course fees;
- (3) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- (4) such other conditions as may be considered appropriate by the Chief Executive Officer or nominee given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.

73. Study Time

- (a) The Chief Executive Officer or nominee shall have the power to grant or refuse study time.
- (b) Where the Chief Executive Officer or nominee approves the grant of study time, the grant shall be subject to:
 - (1) the course being a course relevant to the Corporation;
 - (2) the time being taken at the convenience of the Corporation; and

Study time for staff members accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week.

- (c) Study time may be granted to both full and part-time staff members.

Part-time staff members however shall be entitled to a pro-rata allocation of study leave to that of a full-time staff member.

- (d) Study time may be used for:
 - (1) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or private study; and/or accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause in this Award.
- (e) Staff members 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. The types of study time are as follows:
 - (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (i) of this clause in this Award.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- (g) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off may be taken at a time convenient to the staff member and Corporation bearing in mind the academic requirements.

- (h) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (i) Where a staff member is employed after the commencement of the academic year, weekly study leave may be granted with the option of electing to accrue study leave from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (j) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (k) Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week.

Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

- (l) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (m) Repeated subjects - Study time shall not be granted for repeated subjects.
- (n) Expendable grant - Study time if not taken at the nominated time shall be forfeited.

If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

- (o) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (p) The period granted as examination leave shall include:
 - (1) time actually involved in the examination;
 - (2) necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one-year.

Examination leave 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 staff member.

- (q) The examination leave shall not be granted for deferred examinations and in respect of repeat studies.

74. Study Leave

- (a) Study leave for full-time study is granted to assist those staff members who win scholarships / fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (b) All staff members are eligible to apply and no prior service requirements are necessary.
- (c) Study leave shall be granted without pay, except where the Chief Executive Officer or nominee approves financial assistance.
- (d) The extent of financial assistance to be provided shall be determined by the Chief Executive Officer or nominee according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- (e) Where financial assistance is approved by the Chief Executive Officer or nominee for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (f) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this subclause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes.

The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

75. Trade Union Activities Regarded as on Duty

A trade union delegate will be released from the performance of normal Corporation duties when required to undertake any of the activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act 2000* and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before -
 - (1) meetings with management;
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
 - (3) any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) Representing their trade union at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) Presenting information on the trade union and trade union activities at induction sessions for new staff members of the Corporation; and
- (h) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

76. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below: -

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;

- (c) annual conference of Unions NSW (formerly the Labor Council of NSW) and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by Unions NSW (formerly the Labor Council of NSW) involving a public sector trade union, which requires attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 75, 76 and 77 of this award apply.

77. Trade Union Training Courses

The following training courses will attract the grant of special leave as specified below:-

- (a) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer or nominee and the relevant trade union under a local arrangement pursuant to the Local Arrangements clause of this award.
- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.

78. Conditions Applying to on Loan Arrangements

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
- (b) briefing counsel on behalf of the union;
- (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
- (d) country tours undertaken by a member of the executive or Council of the trade union;
- (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.

- (f) financial arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
- (1) the Corporation will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the Corporation will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer or nominee and the trade union.
- (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- (h) Limitation - On loan arrangements may apply to full-time or part-time staff members and are to be kept to the minimum time required. Where the trade union needs to extend an on loan arrangement, the trade union shall approach the Chief Executive Officer or nominee in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (i) Where the Chief Executive Officer or nominee and the relevant trade union cannot agree on the on loan arrangement, an agreed third party shall be used to assist in the matter.

79. Period of Notice for Trade Union Activities

The Chief Executive Officer or nominee must be notified in writing by the trade union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

80. Access to Facilities By Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:

- (a) telephone, facsimile and, where available, E-mail facilities;
- (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.

81. Responsibilities of the Trade Union Delegate

Responsibilities of the trade union delegate are to:

- (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
- (e) account for all time spent on authorised union business;

- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute union literature/membership forms, under local arrangements negotiated between the Chief Executive Officer or nominee and the relevant trade union; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

82. Responsibilities of the Trade Union

Responsibilities of the Trade Union are to:

- (a) provide written advice to the Chief Executive Officer or nominee about a Trade Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 83;
- (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) apply to the Chief Executive Officer or nominee well in advance of any proposed extension to the "on loan" arrangement; and
- (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly.
- (g) advise employer of any leave taken by the trade union delegate during the on loan arrangement.

83. Responsibilities of Workplace Management

Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:

- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session;
- (c) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
- (e) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, to apply the provisions of subclause (e) of this clause.
- (g) to continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

- (h) to verify with the union the time spent by a union delegate or delegates on union business, if required; and
- (i) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, to consult with the trade union before taking any remedial action.

84. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

85. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of clause 83, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 83, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under the Allowances clause of this award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the Corporation, in respect of union activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Trade Union or the staff member.

86. Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

87. Consultation and Technological Change

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented in the Corporation.
- (b) The Corporation shall consult with the relevant trade union prior to the introduction of any technological change.

88. Deduction of Union Membership Fees

- (a) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (b) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the employer shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the employer to make such deductions.

- (d) Monies so deducted from staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

89. Protective Clothing

- (a) This clause only applies where a staff member is not already eligible for an allowance under another industrial instrument or an annualised allowance under this Award.

- (1) Uniform, etc. provided by the Corporation:

A staff member who is required or authorised by the Chief Executive Officer or nominee to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing and shall be paid an allowance at the rate specified in Item 7 of Table 2, Part B Monetary Rates for laundering the uniform or protective clothing.

- (2) Uniform, etc. provided by the staff member:

Subject to prior approval, where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

90. Flexible Work Practices

- (a) Nothing in this Award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under a Flexible Work Practices, Policy and Guidelines.
- (b) Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after the effective date of this Award shall be subject to the conditions specified in this Award and in consultation with the Union.

91A. Salary Sacrifice for Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.
- (b) Where the staff member has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this Award.

- (c) The staff member may elect to have the portion 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 Corporation's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of the relevant Clause above, the Corporation will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member 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 Corporation must ensure that the amount of any additional employer superannuation contributions specified in the relevant sub-clause above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, a staff member had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, the Corporation will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation.
- (g) This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

91B. Salary Sacrifice - General

- (a) A staff member may, subject to the agreement of the Corporation, sacrifice a portion of the salary for purposes other than superannuation where approved by the Corporation.
- (b) Any agreement shall be cost neutral to the Corporation.

92. Probation

- (a) All new staff members appointed to positions with the Corporation shall in the first instance, be appointed on a probationary basis for a period of up to three months.
- (b) The probation period may be varied, extended for a further period to a total of six months, or waived at the discretion of the Chief Executive Officer or nominee.
- (c) Under normal circumstances the probationary period may only be extended on a one off basis.

93. Performance Management

The work performance of a staff member shall be managed in accordance with the Corporation's Performance Management and Development System, Policy and Procedures.

94. Managing Unsatisfactory Performance Or Misconduct

- (a) Where the work performance of a staff member is evaluated as being unsatisfactory after appropriate counselling, or where through misconduct the Corporation Policies, Procedures or Code of Ethics and Conduct are breached, appropriate action shall be taken in accordance with the Corporation's Managing Unsatisfactory Performance or Misconduct Policy.
- (b) Nothing in this clause limits the rights of the Corporation to summarily dismiss a staff member for serious and wilful misconduct.

95. Grievance and Dispute Resolution Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Corporation if required.
- (b) A staff member is required to notify in writing their immediate Supervisor as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate Supervisor, the notification may occur to the next appropriate level of management.
- (d) The immediate Supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate Supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter.
- (f) The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- (g) The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- (h) Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- (i) If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (j) A staff member, at any stage, may request to be represented by their Union or Agent.
- (k) The staff member or the Union or agent on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (l) The staff member, Union, Agent and Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (m) Whilst the procedures outlined in subclauses (a) to (l) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

96. Redundancy

Where a staff member is made redundant, or accepts an offer of voluntary redundancy, the entitlements and services available shall be as prescribed by the Corporation's Managing Displaced Staff Policy.

97. 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, and 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 a staff member because the staff member 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:
 - (1) any conduct or act which is specifically exempted from anti - discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (1) Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

98. Savings and Transitional

No staff member shall be disadvantaged by the introduction of this award.

99. No Extra Claims

This award is premised on the basis that there will be no new salaries or condition claims arising from negotiation of productivity and efficiency improvements covered by this award and during the term 1 July 2008 to 30 June 2010.

100. Relationship to Other Awards

- (a) This award may be reviewed in light of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.
- (b) Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, the arrangements in this award shall prevail.

101. Review of Allowances Payable in Terms of This Award

The adjustment of Allowances contained in this Award shall be reviewed and adjusted in line with the review and adjustment of the corresponding allowances in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 in so far as they relate to the relevant clauses in this Award.

102. Family Provisions

- (a) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (b) Right to request

- (1) A staff member entitled to parental leave may request the employer to allow the employee:

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

to assist the staff member in reconciling work and parental responsibilities.

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

- (3) Staff member's request and the Corporation's decision to be in writing

The staff member's request and the Corporation's decision made under subparagraphs (b)(1)(ii) and (b)(1)(iii) must be recorded in writing.

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

Where a staff member wishes to make a request under subparagraph (b)(1)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the staff member is due to return to work from parental leave.

- (c) Communication during parental leave

- (1) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (2) The staff member shall take reasonable steps to inform the Corporation about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
- (3) The staff member shall also notify the employer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph (c)(1).

103. Secure Employment - Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this clause 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 95, Grievance and Dispute Resolution Procedures, of this award.

104. Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Waste Recycling and Processing Corporation (Salaries and Conditions of Employment 2006) Award published 11 August 2006 (360 I.G. 444) and all variations thereof.

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 11 December 2008.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Salary rates apply from the first full pay period to commence on or after the dates specified:

	Year	1 Jul 2008 (\$ per annum)	1 Jul 2009 (\$ per annum)
Administrative & Clerical			
WSN Officer	1	28,513	29,653
General Scale	2	34,486	35,866
	3	37,169	38,655
	4	38,185	39,712
	5	39,801	41,393
	6	40,523	42,143
	7	41,526	43,187
	8	43,061	44,784
	9	44,621	46,406
	10	46,270	48,120
WSN Officer Grade 1	1	48,819	50,771
	2	50,255	52,265
WSN Officer Grade 2	1	51,655	53,721
	2	53,072	55,195
WSN Officer Grade 3	1	54,577	56,760
	2	56,221	58,470
WSN Officer Grade 4	1	57,979	60,298
	2	59,759	62,150
WSN Officer Grade 5	1	64,427	67,004
	2	66,458	69,116
WSN Officer Grade 6	1	69,062	71,825
	2	71,087	73,931
WSN Officer Grade 7	1	73,217	76,146
	2	75,405	78,421
WSN Officer Grade 8	1	78,548	81,690
	2	81,045	84,287
WSN Officer Grade 9	1	83,462	86,801
	2	85,805	89,237
WSN Officer Grade 10	1	89,312	92,885
	2	91,972	95,651
WSN Officer Grade 11	1	96,531	100,392
	2	100,624	104,649
WSN Officer Grade 12	1	106,924	111,201
	2	111,636	116,101

Senior Officer			
WSN Senior Officer Level 1	1	124,915	129,912
	2	134,597	139,981
WSN Senior Officer Level 2	1	136,875	142,350
	2	146,525	152,386
WSN Senior Officer Level 3	1	151,430	157,487
	2	166,225	172,874

Table 2 - Allowances

Item No	Clause No	Description	Amount \$
1	33	Capital cities and high cost country centres (see list in item 2) Breakfast	20.20
1	33	Dinner	38.95
1	33	Lunch	22.65
1	33	Tier 2 (see list in item 2) and other country centres Breakfast	18.05
1	33	Dinner	35.60
1	33	Lunch	20.65
2	45(2)(a)	Capital Cities Adelaide	Per day 242.25
		Brisbane	253.25
		Canberra	211.25
		Darwin	238.25
		Hobart	201.25
		Melbourne	247.25
		Perth	233.25
		Sydney	280.25
2	45(2)(a)	High cost country centres Alice Springs (NT)	Per day 195.25
		Ballarat (Vic)	199.25
		Bendigo (Vic)	204.75
		Broome (WA)	250.25
		Bunbury (WA)	194.25
		Burnie (Tas)	210.75
		Carnarvon (WA)	206.75
		Christmas Island (WA)	217.25
		Cocos (Keeling) Island	197.25
		Dampier (WA)	247.25
		Derby (WA)	236.25
		Devonport (Tas)	203.75
		Emerald (Vic)	193.75
		Exmouth (WA)	224.75
		Geraldton (WA)	194.25
		Gold Coast (Qld)	215.25
		Halls Creek (WA)	222.25
		Horn Island (Qld)	216.25
		Jabiru (NT)	287.25
		Kadina (SA)	194.25
		Kalgoorlie (WA)	199.75
		Karratha (WA)	286.25
		Kununurra (WA)	244.25
		Launceston (Tas)	198.25

		Mackay (Qld)	197.25
		Maitland (NSW)	195.75
		Mount Gambier (SA)	194.25
		Mount Isa (Qld)	207.25
		Naracoorte (SA)	193.25
		Newcastle (NSW)	202.25
		Newman (WA)	233.25
		Norfolk Island	195.25
		Port Hedland (WA)	276.75
		Port Lincoln (SA)	193.25
		Port Macquarie (NSW)	200.25
		Portland (Vic)	198.25
		Thursday Island (Qld)	262.25
		Wagga Wagga (NSW)	197.75
		Warrnambool (Vic)	196.75
		Weipa (Qld)	222.25
		Whyalla (SA)	194.25
		Wollongong (NSW)	195.75
		Wonthaggi (Vic)	208.25
		Yulara (NT)	410.25
2	45(2)(a)	Tier 2 country centres	Per day
		Albany (WA)	180.75
		Bairnsdale (Vic)	180.75
		Bathurst (NSW)	180.75
		Bordertown (SA)	180.75
		Bright (Vic)	180.75
		Broken Hill (NSW)	180.75
		Cairns (Qld)	180.75
		Castlemaine (Vic)	180.75
		Ceduna (SA)	180.75
		Dalby (Qld)	180.75
		Dubbo (NSW)	180.75
		Echuca (Vic)	180.75
		Esperance (WA)	180.75
		Gladstone (Qld)	180.75
		Horsham (Vic)	180.75
		Innisfail (Qld)	180.75
		Orange (NSW)	180.75
		Port Augusta (SA)	180.75
		Renmark (SA)	180.75
		Roma (Qld)	180.75
2	45(2)(a)	Seymour (Vic)	180.75
	45(2)(b)	Other country centres	170.75
	45(5)	Incidental expenses when claiming actual expenses - all locations	15.45
		Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate

5	51(e)	Casual rate	
		Engine capacity- 2601 cc and over	29.5
		1601cc- 2600 cc	27.4
		1600cc or less	23.1
		Motor cycle allowance	
		Normal business	36.4
		During transport disruptions	18.3
		Towing trailer or horse float	10.7
		Transport allowance	
		Engine capacity- Over 1600cc	35.4
		1600cc and under	29.6
		Camping Equipment Allowance	Per night 24.9
		Bedding and sleeping bag	4.15
		Remote areas -	Per annum
		With dependants	
		- Grade A	1,597
		- Grade B	2,118
		- Grade C	2,829
		Without dependants	
		- Grade A	1,114
		- Grade B	1,485
		- Grade C	1,982
		Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$39.35
		Other transport - With dependants	Actual reasonable Expenses in excess of \$39.35 and up to \$263.70

		Other transport - Without dependants	Actual reasonable Expenses in excess \$39.35 and up to \$130.20
		Rail travel	Actual fare less \$39.35
		Insurance cover	Up to \$A1,173.00
		Exchanges	Actual cost
		Room at home used as office	728.00 per annum
6	30(b)	On-call allowance	73 cents per hour
		Flying allowance	15.60 per hour
7	89(a)(1)	Laundry allowance	3.85 per week
		Garage and carport allowance	Per annum
		Garage allowance	515.00
		Carport allowance	114.00
		Community Language Allowance Scheme	Per annum
		Base Level Rate	1,036.00
		Higher Level Rate	1,556.00
8	40(a)	First aid allowance	Per annum
		Holder of basic qualifications	666.00
		Holder of current occupational first aid certificate	1002.00
		Overtime meal allowances	
9	32(a)	Breakfast	22.60
9	32(a)	Lunch	22.60
9	32(a)	Dinner	22.60
9	32(a)	Supper	8.70

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C6993

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/10 - Labour Co-operative Limited Local Council Services Casual Employees Enterprise Agreement 2009**

Made Between: Labour Co-Operative Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 13 March 2009 and commenced 9 March 2009.

Description of Employees: The agreement applies to casual employees employed by Labour Co-operatives Limited and its subsidiaries located at 25/235 Darby Street Cooks Hill NSW 2300, who are undertaking work as part of the labour hire services provided by the employer to Local Councils within the State of NSW, who fall within the coverage of the Local Government (State) Award 2007.

Nominal Term: 36 Months.

EA09/11 - Eraring Energy Enterprise Agreement 2009

Made Between: Eraring Energy -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW.

New/Variation: Replaces EA05/269.

Approval and Commencement Date: Approved 12 February 2009 and commenced 11 January 2009.

Description of Employees: The agreement applies to all employees employed by Eraring Energy, located at Rocky Point Road, Eraring, NSW 2264, except Senior Executives, who fall within the coverage of the Eraring Energy Employees Consent Award 2004.

Nominal Term: 11 Months.

SERIAL C7015

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA09/3 - Toll Contract Carrier Agreement 2008-2010

Made Between: Toll Transport Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 11 March 2009 and commenced 1 January 2008.

Description of Employees: The agreement applies to all Carriers employed by Toll Transport Pty Ltd . located at Level 8, 380 St Kilda Road, Melbourne VIC 3004, but shall exclude Carriers engaged in carting brewery products, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 24 Months.

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