

Vol. 368, Part 4

28 August 2009

Pages 1260 – 1748



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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SERIAL C7132**STATE WAGE CASE 2009**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCHApplication by Unions NSW for a State Decision - State Wage Case 2009 under section 51 of the *Industrial Relations Act 1996*

(Nos. IRC 326, 664, 665 and 883 of 2009)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Sams
Commissioner Ritchie

30 July 2009

ORDERS

The Full Bench makes the following orders:

- (1) Pursuant to s 51(1) of the Act the Full Bench of the Industrial Relations Commission of New South Wales orders that the Commission's Wage Fixing Principles shall be as set out in Appendix A to this decision.
- (2) Pursuant to s 52 of the Act, the Commission orders that awards which do not contain wage increases awarded since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments, may be varied in accordance with the Commission's Wage Fixing Principles upon application to include a Stage Wage Case adjustment of 2.8 per cent per week. At the hearing of any such application, the Commission may, in its discretion, award the whole or part of the amounts referred to in the Principles or determine that no amount should be awarded.
- (3) Pursuant to s 52 of the Act, the Commission orders that the following rates may be increased by 2.8 per cent upon application in accordance with the Commission's Wage Fixing Principles:
 - (i) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts are service increments; and
 - (ii) Junior rates expressed as monetary amounts.
- (4) Pursuant to s 52 of the Act, the Award Review Classification Rate is increased by \$15.50 from \$552.70 to \$568.20.
- (5) Orders (1), (2), (3) and (4) shall operate on and from today until further order of the Commission.
- (6) Pursuant to s 52 of the Act, the Commission orders that:
 - (i) The minimum weekly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a full time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission;
 - (ii) The minimum hourly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a part-time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission divided by 38;

- (iii) The Orders in paragraph (6) will not apply to those employees who are trainees, apprentices and employees on a supported wage or those employees employed on annual remuneration which is greater than the amount specified in regulation 12.3 of Chapter 2 of the Workplace Relations Regulations 2006 of the Commonwealth from time to time or that amount as indexed from time to time in accordance with regulation 12.6 of Chapter 2 of those Regulations;
- (iv) With respect to the Orders in paragraph (6), any party or intervenor in these proceedings or any other person, body or organisation affected by the Orders is given liberty to apply to the Commission so that it might be heard; and
- (v) These Orders will take effect on and from the date of this decision and shall be in force until further order of the Commission.

APPENDIX A

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

STATE WAGE CASE 2009

WAGE FIXING PRINCIPLES

1. Preamble

These principles have been developed with the aim of providing for their period of operation, a framework under which all concerned - employers, workers and their unions, governments and tribunals - can co-operate to ensure that measures to meet the competitive requirements of enterprises and industry are positively examined and implemented in the interests of management, workers and, ultimately, Australian and New South Wales society.

In exercising its powers and obligations under the *Industrial Relations Act* 1996 ('the Act'), the Commission will continue to apply structural efficiency considerations including minimum rates adjustment provisions.

Movements in wages and conditions must fall within the following principles.

2. When an Award may be Varied or Another Award Made Without the Claim Requiring Consideration as a Special Case

In the following circumstances an award may, on application, be varied or another award made without the application requiring consideration as a special case:

- (a) to include previous State Wage Case increases in accordance with Principle 3;
- (b) to incorporate test case standards in accordance with Principle 4;
- (c) to adjust allowances and service increments in accordance with Principle 5;
- (d) to adjust wages pursuant to work value changes in accordance with Principle 6;
- (e) where the application is consented to by the parties it will be dealt with in terms of the Act;
- (f) to adjust wages for the State Wage Case 2009 in accordance with Principle 8;
- (g) to approve of an enterprise arrangement reached in accordance with Principle 11; and
- (h) to adjust wages pursuant to an application claiming that work has been undervalued on a gender basis in accordance with Principle 14.

3. Previous State Wage Case Increases

Applications for increases available under previous State Wage Case decisions will be determined in accordance with the relevant principles contained in those decisions.

4. Test Case Standards

Test case standards established and/or revised by a Full Bench of the Commission may be incorporated into an award in accordance with the Act. Where disagreement exists as to whether a claim involves a test case standard, those asserting that it does must make an application for a special case.

5. Adjustment of Allowances and Service Increments

- (a) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect relevant changes in the level of such expenses.
- (b) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments, may be increased by 2.8 per cent for the State Wage Case 2009 adjustment.
- (c) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.
- (d) New allowances to compensate for the reimbursement of expenses incurred may be awarded where appropriate having regard to such expenses.
- (e) Where changes in the work have occurred or new work and conditions have arisen, the question of a new allowance, if any, will be determined in accordance with the relevant principles of these principles. The relevant principles in this context may be Work Value Changes or First Award and Extension to an Existing Award.
- (f) New service increments may only be awarded to compensate for changes in the work and/or conditions and will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.

6. Work Value Changes

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award structure but also against external classification to which that structure is related. There must be no likelihood of wage leapfrogging arising out of changes in relative position.

These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this principle.

- (b) In applying the Work Value Changes principle, the Commission will have regard to the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which work is performed.
- (c) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification, or where it is performed only by some of the

persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.

- (d) The time from which work value changes in an award should be measured is the date of operation of the second structural efficiency adjustment allowable under the State Wage Case 1989, 30 IR 107.
- (e) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this Principle.
- (f) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment will normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (g) The expression 'the conditions under which the work is performed' relates to the environment in which the work is done.
- (h) The Commission will guard against contrived classifications and over-classification of jobs.
- (i) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other principle of these principles, will not be taken into account under this principle.
- (j) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

7. Standard Hours

In approving any application to reduce the standard hours to 38 per week, the Commission will satisfy itself that the cost impact is minimised. Claims for reduction in standard weekly hours below 38 will not be allowed.

8. State Wage Case Adjustments

In accordance with the State Wage Case 2009 decision awards may, on application, be varied to include a State Wage Case adjustment of 2.8 per cent subject to the following:

- (a) The operative date will be no earlier than the date of the variation to the award.
- (b) That at least twelve months have elapsed since the rates in the award were increased in accordance with the State Wage Case 2008 decision.
- (c) In awards where the variation for a safety net adjustment arising from the 2005, 2006, 2007, 2008 or 2009 State Wage Case decision is by consent and does not result in an increase in the wage rates actually paid to employees or increase the wage costs for any employer, any applicable 12 months' delay between variations may be waived.
- (d) At the time when the award is to be varied to insert the State Wage Case adjustment (or a proportionate amount in the cases of part-time and casual employees, juniors, trainees, apprentices, employees on a probationary rate, employees on a supported wage or with permits under s 125 of the Act), each union party to the award will be required to give a specific commitment as to the absorption of the increase. In particular, the union commitments will involve the acceptance of absorption of the adjustment to the extent of:
 - (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.
- (e) The following clause must be inserted in the award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. 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.'

The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2008 decision.
- (f) By consent of all parties to an award, where the minimum rates adjustment has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
- (g) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the Minimum Rates Adjustment principle, since 29 May 1991.
- (h) The State Wage Case adjustment may apply where the rates in an award have increased under the Work Value and/or Equal Remuneration Principles in accordance with the Commission's Decision as set out in Principles 6(j) and 14(p) respectively.

9. Award Review Classification Rate

The Award Review Classification Rate of \$568.20 shall be the rate below which no full-time adult employee (excluding trainees, apprentices and employees on a supported wage or on a probationary rate) should be paid under the relevant award.

Where a classification in an award is below the Award Review Classification Rate the following process will apply on application:

- (a) The award will be listed for a mention at which the parties will report as to:
 - (i) how the Award Review Classification Rate will be achieved, or
 - (ii) whether the award is obsolete.

The Commission may direct the parties to confer in order to set a program for an updating of the award to reflect the Award Review Classification Rate.

- (b) If the parties to the award do not appear at this mention, the Commission shall request the parties to the award to show cause why the award should not be considered obsolete, and rescinded under s 17(3) of the Act.
- (c) Where no agreement is reached with respect to (a) above, the Commission shall re-list the matter in order to conciliate the issues in dispute.
- (d) If the attempt at conciliation is unsuccessful the Commission shall arbitrate any outstanding issue.

9A. Minimum Wage

- (a) The Minimum Wage shall apply to those adult employees who are employed in the jurisdiction of the Commission and whose employment is not subject to the terms of an industrial instrument.
- (b) The minimum weekly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a full time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission.
- (c) The minimum hourly rate of pay payable to an adult employee (as defined in s 5 of the Act) engaged on a part-time basis whose employment is not subject to the terms of an industrial instrument (as defined in s 8 of the Act) shall be an amount of pay equal to the Award Review Classification Rate, as varied from time to time by the Commission divided by 38.
- (d) The Minimum Wage will not apply to those employees who are trainees, apprentices and employees on a supported wage or those employees employed on annual remuneration which is greater than the amount specified in regulation 12.3 of Chapter 2 of the Workplace Relations Regulations 2006 of the Commonwealth from time to time or that amount as indexed from time to time in accordance with regulation 12.6 of Chapter 2 of those Regulations.
- (e) Any person, body or organisation affected by the introduction of the Minimum Wage is given liberty to apply to the Commission so that it may be heard.

10. Special Case

Except for the flow on of test case provisions, any claim for increases in wages and salaries, or changes in conditions in awards, other than those allowed elsewhere in the principles, will be processed as a special case before a Full Bench of the Commission, unless otherwise allocated by the President.

This principle does not apply to applications for awards consented to by the parties, which will be dealt with in the terms of the Act, or to enterprise arrangements, which will be dealt with in accordance with the Enterprise Arrangements principle.

11. Enterprise Arrangements

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:

- (i) vary an award in accordance with the Act; or
 - (ii) make a new award in accordance with the Act.
- (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
- (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
 - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
- (i) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise agreement) that apply at the place of work.
 - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
 - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
 - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
 - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.
 - (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
 - (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
 - (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

12. Superannuation

- (a) An application to make or to vary a minimum rates or paid rates award which:
 - (i) seeks a greater quantum of employer contributions than required by the *Superannuation Guarantee(Administration) Act 1992* (Cth) ('the SGA Act'); or

- (ii) seeks employer contributions to be paid in respect of a category of employee in respect of which the SGA Act does not require contributions to be paid;

shall be referred to a Full Bench for consideration as a special case, unless otherwise allocated by the President. Exceptions to this process are applications which fall within the Enterprise Arrangements and First Awards and Extensions to Existing Awards principles.

- (b) If an application is made that does not fall within paragraph (a), the Commission will, subject to paragraph (c):

- (i) make or vary an award by inserting a clause stating:

‘Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee(Administration) Act* (Cth), the *Superannuation Industry (Supervision) Act* 1993 (Cth); the *Superannuation (Resolution of Complaints) Act* (Cth) and s124 of the *Industrial Relations Act* 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties’.

- (ii) if appropriate, ensure that the award contains specification of an employee's earnings (e.g. ‘ordinary time earnings’) which, for the purposes of the SGA Act, will operate to provide a ‘notional earnings base’, and
- (iii) if the award is to continue to prescribe a ‘flat dollar’ amount of employer contribution, ensure that appropriate amounts are inserted so as to give effect to the levels of contribution required from time to time under the SGA Act.

- (c) The Commission may award provisions which differ from those in paragraph (b):

- (i) by consent; or

- (ii) in the absence of consent, by arbitration, provided the Commission is satisfied that there are particular factors warranting the awarding of different provisions. Such factors may include:

- (A) the wishes of the parties;
- (B) the nature of the particular industry or enterprise;
- (C) the history of the existing award provisions;
- (D) relevant decisions of the Commission establishing superannuation principles; and
- (E) relevant statutory provisions.

- (d) Before any different provisions are awarded under paragraph (c), either by consent or arbitration, the Commission must be satisfied, on expert evidence, that the award to be made will not contain requirements that would result in an employer not meeting the requirements imposed by the SGA Act.

- (e) Subject to s124 of the Act, any specification of a fund will carry with it the obligation for an employer to pay contributions at such intervals as are required by the fund.

- (f) In determining applications as to specification of fund, the Commission will, as appropriate:

- (i) ensure that any fund specified by it is one into which payment will meet the employer's obligations under the SGA Act;
- (ii) have regard to the *Superannuation Industry (Supervision) Act* 1993 (Cth) (‘the Supervision Act’) which provides for the prudent management of certain superannuation

funds and for their supervision by the Insurance and Superannuation Commissioner. In particular, the requirement with respect to equal representation of employers and members on what are called 'standard employer-sponsored funds' (Pt 9 of the *Supervision Act*) should be noted;

- (iii) have regard to previous decisions of the Commission with respect to the specification of a fund or funds; and
 - (iv) have regard to relevant statutory provisions.
- (g) Due to the variety of existing award superannuation provisions and the impact and complexity of the SGA Act, all applications to the Commission may not be capable of being dealt with in accordance with the approach set out above. In any such case it may be appropriate for the application to be dealt with as a special case.

13. First Award and Extension to an Existing Award

Any first award or an extension to an existing award must be consistent with the Commission's obligations under Part 1 Chapter 2 of the Act.

In determining the content of a first award the Commission will have particular regard to:

- (a) relevant wage rates in other awards, provided the rates have been adjusted for previous State Wage Case decisions and are consistent with the decision of the State Wage Case 1989;
- (b) the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which the work is performed;
- (c) for conditions of employment, other than wage rates, prima facie the existing conditions of employment;
- (d) that the award would comply with the requirements of s 19 of the Act.

14. Equal Remuneration and Other Conditions

- (a) Claims may be made in accordance with the requirements of this principle for an alteration in wage rates or other conditions of employment on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.
- (b) The assessment of the work, skill and responsibility required under this principle is to be approached on a gender neutral basis and in the absence of assumptions based on gender.
- (c) Where the under-valuation is sought to be demonstrated by reference to any comparator awards or classifications, the assessment is not to have regard to factors incorporated in the rates of such other awards which do not reflect the value of work, such as labour market attraction or retention rates or productivity factors.
- (d) The application of any formula, which is inconsistent with proper consideration of the value of the work performed, is inappropriate to the implementation of this principle.
- (e) The assessment of wage rates and other conditions of employment under this principle is to have regard to the history of the award concerned.
- (f) Any change in wage relativities which may result from any adjustments under this principle, not only within the award in question but also against external classifications to which the award structure is related, must occur in such a way as to ensure there is no likelihood of wage leapfrogging arising out of changes in relative positions.

- (g) In applying this principle, the Commission will ensure that any alternative to wage relativities is based upon the work, skill and responsibility required, including the conditions under which the work is performed.
- (h) Where the requirements of this principle have been satisfied, an assessment shall be made as to how the undervaluation should be addressed in money terms or by other changes in conditions of employment, such as reclassification of the work, establishment of new career paths or changes in incremental scales. Such assessments will reflect the wages and conditions of employment previously fixed for the work and the nature and extent of the undervaluation established.
- (i) Any changes made to the award as the result of this assessment may be phased in and any increase in wages may be absorbed in individual employees' overaward payments.
- (j) Care should be taken to ensure that work, skill and responsibility which have been taken into account in any previous work value adjustments or structural efficiency exercises are not again considered under this principle, except to the extent of any undervaluation established.
- (k) Where undervaluation is established only in respect of some persons covered by a particular classification, the undervaluation may be addressed by the creation of a new classification and not by increasing the rates for the classification as a whole.
- (l) The expression 'the conditions under which the work is performed' has the same meaning as in Principle 6, Work Value Change.
- (m) The Commission will guard against contrived classification and over classification of jobs. It will also consider:
 - (i) the state of the economy of New South Wales and the likely effect of its decision on the economy;
 - (ii) the likely effect of its decision on the industry and/or the employers affected by the decision; and
 - (iii) the likely effect of its decision on employment.
- (n) Claims under this principle will be processed before a Full Bench of the Commission, unless otherwise allocated by the President.
- (o) Equal remuneration shall not be achieved by reducing any current wage rates or other conditions of employment.
- (p) In arbitrating an application made under this Principle, the Commission is required to determine whether or not future State Wage Case general increases will apply to the award.

15. Economic incapacity

Any employer or group of employers bound by an award may apply to, temporarily or otherwise, reduce, postpone and/or phase in the application of any increase in labour costs determined under the principles on the ground of very serious or extreme economic adversity. The merit of such application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be vigorously tested. Significant unemployment or other serious consequences for the employees and employers concerned are significant factors to be taken into account in assessing the merit of any application.

Such an application shall be processed according to the Special Case principle.

Any decision to temporarily reduce or postpone an increase will be subject to a further review, the date of which will be determined by the Commission at the time it decides any application under this principle.

16. Duration

These principles will operate until further order of the Commission.

R. P. BOLAND *J. President*
M. J. WALTON *J. Vice-President.*
P. J. SAMS *D.P.*
D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

CARE WORKER EMPLOYEES - DEPARTMENT OF AGEING, DISABILITY AND HOME CARE (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 794 of 2009)

Before Commissioner Ritchie

9 June 2009

AWARD

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Appendix F - Guidelines for grading care work

2. Title

This Award shall be known as the, Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2008.

3. Application

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

4. Area, Incidence and Duration

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

This award rescinds and replaces the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006 published 8 June 2007 (362 I.G. 854).

This award is to become operative on or after the first full pay period commencing 1 September 2008 and will expire on 31 August 2011.

5. Future Awards

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

6. Definitions

"Award" - means the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2008.

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

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

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

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

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

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

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

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

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

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

"Part-time Employee" - means any employee who is regularly rostered to work less than 70 hours per fortnight but no less than 30 hours or more per fortnight. Provided that the minimum part-time hours shall be no less than 20 hours per fortnight during the transition arrangements period of this Award or where such employees meet the criteria identified at clause 7(i) of the Memorandum of Understanding between the LHMU and DADHC dated 27 May 2009.

"Permanent Relief Care Worker" - means a Care Worker employee specifically employed to undertake relief task resulting from planned and unplanned Care Worker leave. Relief Care Workers are appointed as such and provide the full range of Home Care services to clients.

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

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

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

"The parties" - means the Union and the Department.

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

7. Grievance/Dispute Settling Procedures

- i. All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduate steps for further attempts at resolution at higher levels of authority within the Department of Ageing, Disability and Home Care, if required.
- ii. An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- iii. Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the employee to advise their immediate supervisor, the notification may occur to the next appropriate level of management, including where required, to the Director General, Department of Ageing, Disability and Home Care or delegate.
- iv. The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- v. If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Area or Regional Manager.
- vi. The Area or Regional Manager may refer the matter to the Regional Director for consideration.

- vii. If the matter remains unresolved, the Area or Regional Manager shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- viii. An employee, at any stage, may request to be represented by their union.
- ix. Notwithstanding the above, either party may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures. The decision of the New South Wales Industrial Relations Commission must be accepted by the parties, subject to any appeal availability.
- x. Whilst the procedures outlined in the subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

8. Consultation

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

Trial/Implementation of non-paper based time and attendance system

- (i) The parties to this award agree to consult on future technologies for electronic time and attendance capture and/or any other non-paper based time and attendance system proposed to be utilised for the purpose of recording attendance of Care Workers at the clients' residence.
- (ii) Trials/implementation of non-paper based time and attendance systems will be conducted subject to the following:

A Joint Implementation Committee, comprising of but not limited to representatives of each of the parties to this Award will be established. The purpose of the Joint Implementation Committee is to examine the possibilities of a non-paper based time and attendance system through various trials and pilot projects where the technology/systems can be assessed for suitability. The consultation working party will ensure the trial(s) is (are) conducted with as little disruption to normal work as possible, and that no employee is disadvantaged as a result of the trial. The Joint Implementation Committee will also ensure that each affected employee receives proper training in the use of the proposed time and attendance technology.

For the purposes of any trial (s) clause 22C of this Award shall be disregarded. Employees in Branches not participating in the trial (s) will continue to be subject to clause 22C.

All Care Workers in a Branch participating in a trial (s) of a non-paper based time and attendance systems are required to fully participate in that trial.

- (iii) At the conclusion of the trial(s) the Joint Implementation Committee shall meet and assess the effectiveness of the time and attendance system(s) and shall report on any difficulties encountered during the trial(s) and/or any proposals for improvements to the system(s).
- (iv) Following the trial(s) Home Care may implement the non-paper based time and attendance technology agreed to best suit the operation of Home Care. If such a decision is taken the technology will be implemented throughout Home Care's state-wide Branch network.
- (v) Where agreement cannot be reached on implementation, the assistance of the NSW Industrial Relation Commission may be sought by either party.

PART B**EMPLOYMENT CONDITIONS****9. Contract of Employment****A. Employment Conditions**

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

B. Full-time employment

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

C. Part-time employment

- i. A part-time employee shall receive the appropriate hourly rate of pay prescribed in Part I. Monetary Rates - Table 1 Salaries, of this Award, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- ii. Part-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays and like conditions of this Award on a pro-rata basis. Sick Leave shall be based on the upper level of contract hours as prescribed in per Clause 34 - Sick Leave, of this award.
- iii. Part-time employees shall be offered all additional hours of work, in accordance with Clause 13 - Distribution of Hours, wherever practicable to do so before new employees are employed so that part-time employees may obtain increased regular hours (and where practicable to create full-time positions as per Clause 9 - Contract of Employment), of this Award.

D. Uncontracted employees

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

E. Casual employment

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

F. Probationary Period

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

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

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

10. Conversion to Permanent Employment

1. This clause only applies to a regular casual employee:
 - (i) A "regular casual employee" means a casual employee who is employed by the Department of Ageing, Disability and Home Care on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least six (6) months.
2. A regular casual employee who has been engaged by the Department of Ageing, Disability and Home Care for at least six (6) months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to permanent employment.
 - (i) The employee will be converted to a contract band in accordance with clause 11 of this Award.
 - (ii) The appropriate contract band will be determined by taking an average of the hours worked by the employee over the preceding six (6) months less 15% and employment will be offered within the corresponding band e.g. a casual employee averages 42 hours over twelve months, less 15% equals average of 35.7 hours. Therefore the employee must be offered a 30-hour contract.
 - (iii) Nothing in this clause prevents the Department of Ageing, Disability and Home Care from offering a contract at a higher level than that arrived at by following the process specified in sub-clause 10(2)(ii).

- (iv) Nothing in this clause requires the Department of Ageing, Disability and Home Care to offer permanent employment to an employee who, after following the process specified in sub-clause 10(12)(ii), averages less than 30 hours a fortnight.
3. Where a regular casual employee seeks to convert to permanent employment, the Department of Ageing, Disability and Home Care may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Home Care Service may have regard to any of the following factors:
 - (i) Initial employment through some form of merit selection
 - (ii) the size and needs of the Branch in which the employee works;
 - (iii) the nature of the work the employee has been doing;
 - (iv) the qualifications, skills, and training of the employee;
 - (v) the employee's personal circumstances, including any family responsibilities;
 - (vi) ongoing availability of work
 - (vii) satisfactory performance and conduct record
 - (viii) any other relevant matter.
4. Where it is agreed that a regular casual employee will have his or her employment converted to permanent employment as provided for in this clause, the Department of Ageing, Disability and Home Care and the employee must discuss and agree upon to which contract band the employee will convert. Consistent with the process outlined at 10(2)(ii), 10(2)(iii).
5. The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
6. An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award. Unless at the employees request or as a result of their individual circumstances
7. Nothing in this clause obliges a regular casual employee to request conversion to permanent employment, nor permits the Department of Ageing, Disability and Home Care to require a casual employee to so convert.
8. Nothing in this clause requires the Department of Ageing, Disability and Home Care to convert the employment of a regular casual employee to permanent employment if the employee has not worked for six (6) months or more for the Department of Ageing, Disability and Home Care.
9. Nothing in the clause requires the Department of Ageing, Disability and Home Care to increase the hours of a regular casual employee seeking conversion to permanent employment. The allocation of work must be in accordance with Clause 13 of this Award- Distribution of Hours.
10. Any dispute about a refusal of an application to convert a contract of employment or about the matters referred to in sub-paragraph 10(3) must be dealt with in accordance with the provisions of clause 7 - Grievance/Dispute Settling Procedure.

11. Contract Hours

(i) Contract Bands

Employees, other than casuals, shall be given contract hours on a fortnightly basis.

The following table sets out the levels of contract hours:

Column 1 Contract hours	Column 2 Actual hours worked
30	30 - 39
50	50 - 59
70	70 - 76 (Full time)

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

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

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

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

Employees may progress from one level of contract hours to another on the basis of a 12 monthly review with the following hours required to have been worked on average per fortnight over the preceding 12 months to move onto that contract band. This review will occur in August 2009, August 2010 and August 2011. Should evidence be available to demonstrate successful transition to the identified establishment model, the August 2011 review will not be required. That is merit based selection to identified vacancies has been suitably achieved.

Contract Band	Averaged fortnightly hours over preceding 12 Months
30	36
50	59
70	74

(ii) Progression in Contract Level

Employees may progress from one contract level to another by way of internal expressions of interest, in which merit based selection principles shall apply. Vacant positions will only be advertised externally in the event positions cannot be filled internally.

(iii) Reduction of Contract Hours

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

(iv) Transition to 30, 50 and 70 Contract levels.

On certification of this Award current employees on contract bands of 20, 40 and 60 may elect to increase their existing contract level to the next available contract level or remain on their existing contract level during implementation of this provision. The implementation period will conclude at 1 September 2010.

12. Hours of Work

A. Ordinary Hours

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

B. Minimum Start

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

C. Breaks between shifts

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

D. Travel Time

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

E. Rest Period

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

F. Meal Break

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

G. Notification of hours

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

H. Rosters

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

I. Client Details

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

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

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

J. Days off per fortnight

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

K. Availability for fortnightly roster

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

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

L. Availability Conditions

Employees shall make themselves available in accordance with the following table. That is they must select the minimum number of availability time/periods in accordance with the employee's current contract level. Employees, increasing in contract level or new employees engaged on a contract of 50 hours per fortnight or more must be available for work on a Saturday to Friday basis in accordance with the table below. Provided that the entitlement of existing permanent employees employed as at the date of certification of this Award to increase contract bands without being required to nominate availability during a weekend period will not be affected in those circumstances where a contract may have been increased under the LHMU and Home Care Service of NSW (Field Staff) Enterprise Agreement 1999.

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

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

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

Availability must be agreed, within the service hours available in the Branch, between the employee and the employer prior to the availability being accepted and activated.

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

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

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

(i) Transition to Availability provisions

Availability provisions in place at the commencement of this Award with regard to all availability will remain active for a period of approximately eighteen months from certification of this Award to facilitate a transition period (i.e. until 1 September 2010).

Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be required to provide availability consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006.

M. Refusing Work

Employees will only be able to refuse work where either:

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

13. Distribution of Hours

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

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

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

Where work arising from planned leave, unplanned leave or other additional work cannot be undertaken by the relief Care Worker it must first be offered to permanent employees (within the Team) considering the following::

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

Service Co-ordinator must consider the following issues in determining the distribution of work:

- i. Identify those staff who possess the necessary skills as determined by the Service Co-ordinator;
- ii. All Occupational Health and Safety implications of the service to be provided have been considered;
- iii. The cost effectiveness of providing the service has been considered
- iv. The client's choice of employee has been considered and where that preference is for a legitimate reason. Any dispute as what constitutes a legitimate reason shall be dealt with pursuant to clause 7 Grievance/dispute settling procedure.

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

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

14. Self Rostering

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

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

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

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

6. Changes made to rosters are to be recorded on either the back or front of the Care Worker timesheet for the fortnight in which the change occurred. Full details including client's name, number, day/date and time the service was provided and any kilometres incurred must be recorded.
7. Where either the client or Care Worker wishes to change the date and/or the time of a rostered service, and agreement cannot be reached between the parties, the service co-ordinator must be contacted to arrange a satisfactory alternative solution.
8. Permanent Changes:

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

15. Gradings and Advancements

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

- A. Care Worker Grade 1

Employees engaged at this level shall be employed as Grade 1 employees and shall be required to perform Grade 1 duties only. Optional training shall be provided to employees at this level to equip

employees to apply for Grade 2 positions. Employees may enhance their knowledge, skills and experience through opportunities to multi-skill.

Grade 1 employees shall work on weekdays only and will not be required to work on public holidays.

B. Care Worker Grade 2

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

C. Care Worker Grade 3

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

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

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

D. Home Aides and Handypersons

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

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

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

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

E. Permanent Relief Care Worker

Permanent Relief Care Workers are employed specifically to undertake relief work resulting from both planned and unplanned leave within the branch. The relief Care Worker shall be employed on a permanent basis consistent with the grading levels and work requirements provided in this Award, which enables the employee to be adequately skilled and available to undertake the required relief work as determined by the branch.

Relief Care Workers shall be offered employment at a contract level and Grade consistent with the needs of the branch. Availability requirements of clause 12 shall apply in full to Permanent Relief Care Workers.

Relief Care Workers are appointed as such and provide the full range of Home Care services to clients as required by the Branch.

Nothing in this Award shall prohibit Relief Care Workers from expressions of interest in other roles within Home Care as vacancies arise.

Permanent Relief Care Workers will only be requested to perform service where the employee has sufficient skills to perform the required tasks/duties.

16. Higher Duties/Multi-Skilling

A. Purpose

The purpose of this Clause is twofold. Not only will it enhance the skills of Grade 1 and Grade 2 employees by providing the opportunity to multi-skill, it is also recognised that it will share the load of Grade 2 and complex Grade 3 work amongst all employees that will contribute towards safer rostering practices.

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

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

B. Multi-skilling

- i. Grade 1 employees may perform Grade 2 work where the Grade 2 work does not exceed 50% of the Grade 1 employee's minimum level of contract hours.
- ii. Grade 2 employees may perform Grade 3 work where the Grade 3 work does not exceed 50% of the Grade 2 employee's minimum level of contract hours.
- iii. Grade 1 employees who undertake more than 50% of their minimum level of contract hours performing Grade 2 work in the fortnightly period shall be paid at the Grade 2 rate for all hours worked in the fortnightly pay period.

Grade 2 employees who undertake more than 50% of their minimum level of contract hours performing Grade 3 work in the fortnightly period shall be paid at the Grade 3 rate for all hours worked in the fortnightly pay period.

Permanent minimum level of contract hours	50% of Contract Hours
30	15
50	25
70	35

- iv. Higher duties work will only be performed where the employee has the skills to perform the duties.
- v. Grade 1 employees retain the option to accept or reject Grade 2 work.
- vi. Grade 2 employees retain the option to accept or reject Grade 3 work.
- vii. Where Grade 3 hours are worked by Grade 2 employees, the Grade 3 work will be included for the purposes of reviewing contract hours.
 - (a) Should the employee choose to no longer perform permanent Grade 3 work, Home Care will review the contract level to determine if it can be maintained with only Grade 2 work.
 - (b) Where the contract cannot be maintained, the contract will return to the original contract level.

- viii. A request by a Grade 1 employee to perform Grade 2 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.
- ix. A request by a Grade 2 employee to perform Grade 3 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.

C. Travel time

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

D. Higher duties

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

(i) Payment for Leave whilst performing higher duties

(1) Where an employee proceeds on leave; and

- (a) the employee is employed in a Grade 1 or Grade 2 position; and
- (b) the employee is currently called upon to perform higher duties as a Grade 2 or Grade 3; and
- (c) has been called upon to perform higher duties for a continuous period of twelve months or more in a Grade 2 or Grade 3 position;

the employee will be paid leave at the applicable higher duty rate.

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

(ii) Higher duties - Administrative tasks

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

(iii) Care Worker Grade 4

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

- (a) Presenter, preparing and presenting training programs to groups of employee's.
- (b) Workplace Competency Assessor, undertaking the tasks required of the Care Workers' Professional Development Program.

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

17. Motor Vehicle Insurance

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

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

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

18. Fixed Term Contracts

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

Short term non-recurrent funded services;

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

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

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

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

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

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

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

19. On Call

Employees who agree to be on call shall be paid 15% of the Grade 3 ordinary hourly rate whilst on call. Payment for time actually worked shall attract the appropriate loadings specified in Clause 24 - Penalty Rates, 25 - Overtime, or 26 - Public Holidays, of this Award. The on call arrangements operate outside normal office

hours and weekends when the Branch office is closed. No employee will be required to be on call to perform grade 4 duties.

20. Client Cancellation

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

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

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

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

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

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

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

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

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

21. Termination Change and Redundancy Provisions

A. Introduction of Change

- (a) Employer's duty to notify
 - i. Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by proposed changes and the Union.

- ii. "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (b) Employer's duty to discuss change
- i. The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in paragraph A (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - ii. The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph A (a) hereof.
 - iii. For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.
- B. Inability to meet contract hours
- (a) Where a Branch cannot maintain Care Worker's contract hours the following process will apply:
- i. identify any hours which may be available through staff turnover, prior to employment of new staff;
 - ii. review and distribute where appropriate to the contracted employee's work hours currently being undertaken by casuals;
 - iii. hours should be distributed where appropriate from other staff who have work over and above their existing contract levels;
 - iv. investigate the option of suitable transfers to other locations;
 - v. affected staff should be given priority where appropriate for any additional hours available through new referrals.
- (b) A decision will need to be made as to whether to pursue a reduction in contract hours and/or redundancy. At this point the Manager will be required to notify the Regional/Area Manager and the Union before the following steps are taken:
- i. the Branch will initially consult with employee's to determine if any employee's are prepared to accept a reduction in contract hours;
 - ii. if no employee's are willing to reduce their contract hours, the Manager will make a recommendation to the Regional/Area Manager as to which employee's they have identified for a reduction in contract hours;
 - iii. the decision to reduce contract hours shall be fair and objective taking into consideration the skills, classification, service and history of work performance of the affected employee(s);

- iv. where a reduction has occurred, the affected employee(s) will be offered any appropriate available work. If this results in the employee's hours increasing to the next level the employee's original contract level should be re-instated as a priority;
- v. if reductions in contracts are not deemed a suitable option the Manager will make a recommendation to the Regional/Area Manager to offer a voluntary redundancy;
- vi. if the necessary reduction is greater than 1 contract level, an offer of voluntary redundancy will be made.

C. Redundancy and retrenchment

Discussions before terminations

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

D. Definition of Redundancy And Retrenchment

- i. "Redundancy" refers to a position that is identified as surplus to the organisation's requirements or the employer decides not to maintain an employee's Contract Hours and the position is abolished. The person holding that position becomes excess staff. For the purpose of this clause a position refers to the contract hours given to an employee.
- ii. "Retrenchment" refers to the termination of excess staff.
- iii. The following procedure and/or payments shall be made for retrenched employees subject to changes from time to time to approved general New South Wales Public Sector provisions.
 - (1) Four weeks' notice or pay in lieu of notice; five weeks notice for those employee's forty five (45) years of age or over and who have more than 5 years service. PLUS
 - (2) Severance pay at the rate of 3 weeks per year of continuous service to a maximum of 39 weeks. PLUS
 - (3) The benefit allowable to the employee as a contributor to the State Authorities Superannuation Scheme or First State Super. PLUS
 - (4) Pro rata annual leave loading in respect of leave accrued at date of termination.
- iv. The voluntary redundancy package, in addition to the retrenchment package is available to employee's who accept the package within fourteen (14) days and the employee terminates

employment within the time nominated by the employer. The voluntary redundancy package includes:

2 weeks pay for less than 1 years service

4 weeks pay for 1 to 2 years of service

6 weeks pay for 2 to 3 years of service

8 weeks pay for 3 years of service or more

- v. Persons exuded from the provisions of this clause shall be:
- i. Employees engaged on a short term and/or casual basis.
 - ii. Employees on Workers' compensation or those awaiting determination of claims against the employer (on the basis that compensation for the termination may arise from that source).
 - iii. Employees subject to termination on the grounds of misconduct or unsatisfactory service.

PART C

REMUNERATION

22. Payment of Wages and Payslips

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

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

- i. Where an individual employee's total wages have not been received by close of business the Thursday of the pay week, the employee will be offered the following choices:
 - (a) payment to be corrected no later than the Friday of the pay week using an "ad hoc" payment. This means a centrally organised adjustment paid directly into the employee's nominated account or;
 - (b) a "cash advance" for the difference between the total net wages that should have been paid and that amount paid no later than Friday of the pay week
- ii. Where a whole Branch of the Service is unable to pay their employees wages, due to technical problems by close of business on Thursday of the pay week, the Emergency Pay Procedures will be initiated.
 - (a) Emergency pay procedures require the employer to pay employees 100% of their previous ordinary pay period earnings.
 - (b) Where employees are overpaid, the Service will deduct the overpayment from the employees next pay period(s).

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

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

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

- iii. Should a malfunction occur which prohibits the Service being able to pay employee's across the State their wages by Thursday of the pay week, the Service will initiate an Emergency Pay Procedure where all employee's will receive 100% of their previous fortnight's ordinary pay period earnings no later than Thursday of the pay period.

- (a) Conditions as outlined in (ii) (b), (c) will also apply to (iii) above.

- B. Employees shall have their wages paid into one account with a bank or other financial institution in New South Wales that has access to electronic funds transfer. Wages shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by the close of business Thursday in each pay week.
- C. The employer shall supply to each employee a time sheet that shall be written up and signed by the employee, from day to day in ink, showing the name and address of the employee and the hours worked by the employee.
- D. Before or at the time of payment of wages each employee shall be issued with a pay slip showing the date of payment, period covered by such payment, separate identification of payments at each grade, travel allowance and overtime and contributions made as superannuation. In addition thereto, the payslip shall also show accrued entitlements, excluding sick leave, and express those entitlements in year to date figures.

23. Time and Wages

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

- i. That all tasks (including travel time) will be rostered in blocks of time to the nearest five (5) minutes.
- ii. Should the task time and/or travel time increase or decrease then, for the purpose of payment of wages, the rostered time may need to change.
- iii. The following situations are to be adopted in these instances:
 - (a) when the engagement is exceeded by fifteen (15) minutes or more and the Service Coordinator agrees that the extra time is warranted or has been agreed to, then the engagement will be paid to the nearest five (5) minutes
 - (b) when the engagement is less than the time rostered by fifteen (15) minutes then the engagement will be paid to the actual time rounded to the nearest 5 minutes
 - (c) the rounding up or down will be as follows:
 - 1 or 2 minutes - round down
 - 3 or 4 minutes - round up
 - (d) if the engagement does not increase or decrease by more than fifteen (15) minutes either way the employee will be paid for the actual rostered time

- (e) where the actual time is consistently different after the completion of the service, the Service Coordinator will be required to re-assess the service situation to determine if the rostered time should be altered permanently.

24. Penalty Rates for Ordinary Time and Weekend Work

A. Monday to Friday

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

B. Weekend work

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

25. Overtime

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

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

A. Rates of pay

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

Return to work after overtime

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

An employee (other than a casual employee or employee engaged on Overnight Care) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not at least eight (8) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

B. Meal break before Overtime

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

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

C. Crib time

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

D. Working during meals

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

E. Meal money

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

26. Public Holidays

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

B. Payment for public holidays

- i. Employees other than casuals shall be entitled to the above holidays without loss of pay. Where an employee would normally expect to work on such Public Holiday(s) and the client cancels the service either in the current or previous pay period where the Public Holiday(s) falls, then the employee shall be paid for that cancelled task at ordinary time.
- ii. Employees directed to work shall be paid at the rate of double time and one half. Where an employee only works a proportion of their rostered hours, they shall be paid at double time and one half for those hours worked and ordinary time for the remaining rostered hours.
- iii. For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of his or her working hours fall on the holiday, in which case all time worked shall be regarded as

holiday work. Provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the work commenced.

- C. Where in the State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, other than by those covered by Federal Agreements, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the Agreement, for employees covered by this Agreement who are employed in the State in respect of which the holiday has been proclaimed or ordered as required.
- D. For the purposes of this Agreement:
- i. Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - ii. Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.
 - iii. Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.
 - iv. Where Anzac Day falls on a Saturday or on a Sunday the following Monday shall be observed as Anzac Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
 - v. The Union picnic day shall be the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.
 - vi. By agreement between an employer and the Union delegates other days will be substituted for the said days or any of them.

27. Additional Payments and Allowances

A. Overnight Care

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

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

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

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

Employee's Right of Refusal

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

B. Offensive Cleaning

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

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

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

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

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

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

C. Inclement weather

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

D. Travel allowance

- i. Where an employee is required to use their vehicle on official business in work time he or she shall be paid at the rate of 70.7 cents per kilometre. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2006) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award. Except as provided in paragraph (iii) hereof this payment shall exclude all travel from the employee's home to the first place of work and from the last place of work.
- ii. Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel. Except as provided in paragraph (iii) hereof no reimbursement shall take place from the employee's home to the first place of work and from the last place of work.
- iii. The Travel allowance shall be paid as per paragraphs (i) and (ii) hereof travel to the first client and home from the last client of the engagement where the total hours worked in the day are two hours or less.
- iv. Where an employee is rostered at the convenience of the employer with a break between clients, the employee shall be paid the Travel Allowance for the distance to travel home and from home to the next client.
- v. No payment shall be made under this sub-clause unless the employer is satisfied that the employee has incurred expenditure for such travel.

E. Excess Travel Payments

There shall be an excess travel payment

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

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

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

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

F. Equipment and expenses

- i. Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.
- ii. Provided that where an employee provides his or her own equipment, materials and tools an allowance shown as tool allowance shall be paid by the employer. At the commencement of this agreement that amount was \$2.00per hour. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2006) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award
- iii. Employees required to provide consumables for use in their work shall be reimbursed the cost thereof.
- iv. Employees who are required in the course of their employment make local, STD or mobile telephone calls associated with rostering changes not occurring in the client's home, and who incur a cost shall be reimbursed the costs of such calls. The employer may require production of evidence (i.e.: telephone account) supporting such claim.

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

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

G. Temporary Work Location

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

28. Payment for Paperwork

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

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

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

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

29. Work Clothes

On request, the employer shall supply free of charge three sets of suitable work clothes to full-time and 50 hour contract employees and two sets of suitable work clothes to 30 hour contract and casual employees of a type agreed from time to time.

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

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

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

30. Superannuation

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

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

- ii. Definitions

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

- (a) State Authorities Superannuation Scheme (SASS)

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

31. Occupational Health and Safety

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

Integral to this approach is an emphasis on:

- promotion of the occupational health and safety vision
- risk management that identifies/assesses critical risk areas
- prevention achieved through hazard identification
- active injury management that recognises importance of an early return to work

The following initiatives identified in the SafeCare Plan will continue:

- i. Branch Occupational Health and Safety (OHS) Improvement Groups maintained and supported will enable employees to contribute to the improvement of the Branch's OHS performance. Branch Managers will establish and maintain the groups through an election process based on expressions of interest. The OHS Branch Committee Representative and the Union Delegate should also be invited to attend these group meetings to discuss OHS issues.
- ii. Home Care encourages union participation where appropriate at the Area level Occupational Health and Safety Strategic Committee meetings and in implementing safe work practices.

- iii. Home Care requests union representation at the State Occupational Health and Safety Strategic Committee which meets quarterly to review progress of the SafeCare plan, identify and promote Best Practice and set policies affecting OHS in Home Care.
- iv. Home Care and the Union will continue ongoing research relating to risk experience associated with hours of work, training and incidence of injury and service type. Both parties are open to consider the implications of the research and the effect these may have on current work practices and Award/Agreement conditions of employment.
- v. All new employees shall receive appropriate occupational health and safety training prior to providing service to any client.
- vi. Employees shall complete training in manual handling prior to providing personal care to clients which involve lifting or transferring clients.
- vii. Employee's shall continue to further refine risk identification beyond the initial assessment performed by the Service Coordinator from an occupational health and safety point of view utilising the Workplace Review Form within the first 2 weeks of working with a new client. Hazard identification will be carried out by employees on a regular basis following the initial review.
- viii. Employees will continue to be encouraged to submit Hazard Reports. These reports will be dealt with promptly and the employee who initiated the report will "sign off" only when the hazard has been resolved.
 - (a) Occupational Health and Safety
 - (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (b) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

32. Workers Compensation and Make-Up Pay

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

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

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

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

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

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

PART D

LEAVE PROVISIONS

33. Annual Leave

A. Period of leave

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

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

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

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

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

B. Annual leave exclusive of public holidays

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

C. Broken leave

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

D. Calculation of continuous service

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

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

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

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

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in the cases of concerted or collective absenteeism, notice may be given to

employees by the posting up of a notification in the office, in the manner in which general notifications to employees are usually made in that office and by posting to the Union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the office.

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

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

E. Calculation of service

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

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

F. Calculation of month

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

G. Leave to be taken

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

H. Time of taking leave

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

I. Leave allowed before due date

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

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

J. Payment for period of leave

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

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

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

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

K. Proportionate leave on dismissal

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

L. Annual leave loading

- i. In addition to payment of wages due under Clause 33 J above hereof an employee before going on annual leave shall receive a loading of 17½ per cent of the appropriate ordinary rate of wages prescribed under Table 1 - Salaries.
- ii. Annual leave loading shall not apply to pro-rata leave on termination.

M. Annual leave - notice period

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

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

34. Sick Leave

- A. An employee, other than a casual employee, who is unable to attend for duty during his or her working hours by reason of personal illness or incapacity not due to his or her own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations:
- B. Sick leave shall apply to hours worked on the weekend where the employee is a Saturday to Friday employee. Employees employed on a Monday to Friday basis are not entitled to payment of sick leave for weekends.
- C. Employee's shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to payment under the *Workers' Compensation Act, 1987* (NSW). Absences due to accidents for which Workers' compensation is paid or payable shall be counted as continuous employment for the purposes of this clause.

- D. Employee's shall, as soon as practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence. The employer shall be solely responsible for rostering changes to facilitate continuing service to clients in the event of sick leave being taken at short notice. Where sick leave is taken for extended periods and/or is known to the team prior to being taken, it may be rostered to other Care Workers in accordance with clause 13, Distribution of Hours of this Award.
- E. All periods of sickness shall be certified to by a registered medical practitioner provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed three (3) consecutive days or where, in the employer's opinion the circumstances are such as not to warrant such requirements.
- F. Sick Leave shall be granted provided that:
- i. During each of the first three (3) months' employment one day only of sick leave shall be available each month to be granted to an employee. A day shall represent the rostered hours of the employee.
 - ii. On the first day of the fourth month of employment the balance of sick leave granted under subparagraph (iii) of this sub-clause shall be credited to the employee.
 - iii. The pro rata part-time entitlement is based on an employee's contract hours as follows:

Contract Hours	Yearly Sick Leave Entitlement in Hours
30	39
50	59
70	76
 - iv. Part-time staff who do not have contract hours shall be entitled to the following:
 - (a) Staff who regularly work 10 hours and less per fortnight are entitled to 10 hours sick leave per year.
 - (b) Staff who regularly work more than 10 hours but less than 20 hours per fortnight are entitled to 20 hours sick leave per year.
 - v. Sick leave shall accumulate from year to year and may be taken by an employee in addition to the sick leave entitlement available in any one year.
 - vi. Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be provided sick leave entitlements consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006, until 1 September 2010.

35. Personal Carers Leave

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

B. Use of Sick Leave

- i. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, their sick leave entitlement (as outlined in Clause 34) for absences to provide care and support for such persons when they are ill.
- ii. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- iii. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 1. the employee being responsible for the care of the person concerned; and
 2. the person concerned being either:
 - (a) a member of the employee's immediate family; or
 - (b) a member of the employee's household.
 3. the term "immediate family" includes;
- iv. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- v. a child or an adult child (including an adopted child, a step or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- vi. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

C. Personal Carers Entitlement for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause 1(ii) and subclause 1(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 1.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D. Use of Domestic Leave

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

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

Circumstances where Domestic Leave applies:

bereavement

family care in emergency circumstances

compassionate grounds - such as an illness of a family member

citizenship ceremonies

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

Circumstances where this leave does not apply:

attendance at court to answer criminal charges

to cover absences due to social activities or requirements

moving residence

E. Bereavement entitlements for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause (1) (ii) and (iv), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 1 (iii) of clause 35 Personal/Carers Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

F. Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The Home Care Service undertakes to look favourably upon applications for unpaid leave during periods of family need.

G. Annual leave

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

H. Maximum number of days

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

I. Grievance process

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

36. Parental Leave

A. Nature of Leave

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

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

B. Definitions

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

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

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

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

"former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever occurs first or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

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

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

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

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

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

C. Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity

leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

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

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

D. Maternity leave

- i. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) at least 10 weeks prior to the date of confinement a medical certificate from a registered medical practitioner stating that the employee is pregnant and their expected date of confinement.
 - (b) At least 4 weeks prior to the employee commencing maternity leave, the employee is required to advise the employer the proposed date to commence maternity leave. The period of leave to be taken is a minimum of 6 weeks compulsory leave.
 - (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six week immediately prior to her presumed date of confinement.
- ii. When the employee gives notice under (D), (i), (a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- iii. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- iv. Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- v. Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under sub-clause 37.
- vi. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to return to her normal duties of work.
- vii. Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause 36 C.

- viii. Where leave is granted under subclause 36C, during the period of leave an employee may return to work at any time, to the position which she held immediately before proceeding on such leave, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- ix. Where the pregnancy of an employee terminates before 28 weeks, other than by the birth of a living child and the employee has not commenced maternity leave, the maternity leave will be cancelled and the employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

Payment for maternity leave

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

Payment in advance

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

E. Paternity leave

- i. An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - i. he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
 - iv. The employee will not be in breach of subclause 36 (E), (i), if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee shall immediately notify the employer of any change in the information provided to the employer pursuant to subclause 36 (E) (a), (b) & (c).
 - v. Cancellation of paternity leave

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

F. Adoption leave

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

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

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

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

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

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

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

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

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

G. Variation of period of parental leave

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

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

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

H. Parental leave and other entitlements

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

I. Transfer to a safe job

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

J. Returning to work after a period of parental leave

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

K. Replacement employees

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

L. Effect of parental leave on employment

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

M. Termination of employment

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

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

N. Part-time work

With the agreement of the employer:

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

O. Return to former position

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

P. Effect of part-time employment on continuous service

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

Pro rata entitlements

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

Q. Transitional arrangements - annual leave

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

R. Transitional Arrangements - Sick Leave

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

S. Part-Time work agreement

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

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

The terms of this Agreement may be varied by consent.

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

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

T. Termination of employment

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

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

U. Extension of Hours of Work

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

V. Nature of part-time work

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

W. Inconsistent agreement provisions

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

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

X. Replacement employees

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

Other Parent Leave

- A. An employee, other than a casual employee, who has completed 12 months' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to unpaid "other parent' leave under the following conditions:
 - (i) Up to a maximum of eight week's simultaneous unpaid leave;
 - (ii) A further continuous period of unpaid leave to become the primary care giver for a period not exceeding 12 months less any leave already taken by the staff member as provided for in paragraph (i) of this subclause.
 - (iii) Provided that an employee shall:
 - (a) give 10 weeks' notice of his or her intention to take 'other parent' leave;
 - (b) make a statutory declaration:

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

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

that he or she will take another job or in any other way contravene his or her contract of employment while on 'other parent' leave,
- B. Right to request
 - (i) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (a) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (b) to return from a period of maternity, adoption or 'other parent' leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
 - (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- C. Communication during maternity, adoption or 'other parent' leave
- (i) Where an employee is on maternity, adoption or 'other parent' leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or other parent leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 'other parent' leave.
 - (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 'other parent' leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph (i).
- D. Casual Employees
- (i) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

37. Other Leave

(1) Jury Service

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

(2) Study Leave

- (i) Study leave shall be paid leave subject to the terms and conditions set out below:
 - (a) Study Leave applies to all permanent employees including those employed on a part-time basis.
 - (b) The course of study must be work related.
 - (c) Decisions regarding the approval or otherwise for study leave shall not be the subject of an appeal to any service tribunal or any other industrial and/or lawful tribunal, commission or court.
 - (d) Study Leave shall be granted and taken at the convenience of the Home Care Service. Such convenience shall take into consideration such factors as the necessity of an

employee to be at work on specific days or times, availability of relief staff and service requirements concerning training or other requirements.

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

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

(3) RELIGIOUS LEAVE

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

Permanent employees of:

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

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

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

(4) MILITARY LEAVE

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

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

The leave entitlement is:

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

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

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

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

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

PART E

TRAINING

38. Training Program

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

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

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

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

Access to training should be on:

- i. an equitable basis
- ii. with the training requirements of the Branch in mind
- iii. within current Branch budgets

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

39. Regular Staff Meetings

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

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

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

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

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

40. English Tuition Training

The employer shall grant employees of non English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend

English language asses conducted by the employer or any other recognised statutory authority (including the Adult Migrant Education Service).

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

41. Trade Union Training

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

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

PART F

LIVE-IN HOUSEKEEPER

42. Live-in Housekeeper

A. Terms and conditions

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

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

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

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

B. Weekly rate

- i. The total weekly remuneration for a Live-in Housekeeper shall be calculated as follows:
- ii. Weekly Rate for Grade 3 + Special Loading + All Incidents Loading = Total Weekly Rate.

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

C. Daily rate

- i. The daily rate for a live-in housekeeper shall be calculated as follows:
- ii.

$$\frac{\text{Weekly rate for live-in housekeeper}}{5} + 25\% = \text{daily rate}$$
- iii. For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours.
- iv. The minimum payment for work performed under this sub-clause shall be one day (24 hours) at the daily rate
- v. Work performed under this sub-clause shall be for relief and temporary purposes only.
- vi. An employee who works under this clause as a relief Live-in Housekeeper shall be entitled to a minimum (8) eight hours off duty between the termination of the Live-in Housekeeper engagement and the commencement of any subsequent engagement under this Award, other than Live-in Housekeeper.
- vii. An employee who is not required to work their normal rostered work as a result of being on an (8) eight hour break will not be entitled to payment for that rostered work.
- viii. An employee who is required to work without an eight (8) hour break off duty shall be entitled to be paid overtime rates as prescribed in Clause 25 (A) of this award.

D. Time off

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

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

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

E. Travel

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

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

F. Commencement and cessation

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

G. Reimbursement of meals

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

H. Annual leave

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

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

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

B. ASSISTANCE IN OBSERVANCE OF THE AWARD

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

- (i) The employer shall, subject to approval by the Branch Manager, allow the delegate reasonable access to office equipment such as photocopiers, facsimile machines and computer terminals pursuant to their assistance role, provided that such access is not disruptive to normal office procedures. The Branch Manager shall not unreasonably withhold approval.
- (ii) A current copy of the Award shall be permanently placed on or near such notice-board, and a copy given to each employee upon request.

- (iii) The Branch Manager shall advise the local union delegate in writing of the time, date and location of any induction course for new employees under this agreement. Such notice is to be given a minimum of seven days prior to that induction course occurring, or as soon as possible where such induction course is arranged to occur at shorter notice.
- (iv) The local union delegate, and/or an officer of the union, shall be allowed a maximum of 15 minutes to address new employees at such course in relation to the role of the union, and to offer union membership to any attendees.
- (v) Each branch shall take steps to facilitate re-rostering of delegates to ensure attendance by the delegate is practicable, and take steps to ensure that, where possible, the total number of hours worked by such delegate in that pay period are not decreased as a result of such attendance.

C. INSPECTION OF TIME AND WAGES RECORD

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

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

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

44. Time and Wages Record

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

PART H

ANTI-DISCRIMINATION

45. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that, in fulfilling their obligations under the grievance procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

PART I**MONETARY RATES****Table 1 - Salaries**

Classification	Basis	Rate per hour	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2008 (4% Increase)	Rate per hour	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2009 (4% Increase)	Rate per week	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2010 (4% Increase)
Home Aide/	Permanent	\$17.59	\$668.42	\$18.29	\$695.02	\$19.02	\$722.76
Home Aide/	Casual	\$21.10		\$21.94		\$22.82	
Grade 1	Permanent	\$17.37	\$660.06	\$18.06	\$686.28	\$18.78	\$713.64
Grade 1	Casual	\$20.84		\$21.67		\$22.54	
Grade 2	Permanent	\$18.23	\$692.74	\$18.96	\$720.48	\$19.72	\$749.36
Grade 2	Casual	\$21.88		\$22.75		\$23.66	
Grade 3	Permanent	\$19.71	\$748.98	\$20.50	\$779.00	\$21.32	\$810.16
Grade 3	Casual	\$23.65		\$24.60		\$25.58	
		Weekly rate (38 hours per week)	Daily rate	Weekly rate (38hours per week)	Daily rate	Weekly rate (38hours per week)	Daily rate

Live in Housekeeper	Permanent	\$1,162.79	\$290.70	\$1,209.41	\$302.35	\$1,257.78	\$314.45
Live in Housekeeper	Casual	\$1,395.35	\$348.84	\$1,451.29	\$362.82	\$1,509.34	\$377.34

Table 2 - Other Rates and Allowances

Description	Rate/Amount		
	FFPP 1 Sept 08 \$	FFPP 1 Sept 09 \$	FFPP 1 Sept 10 \$
Overnight Care	118.47 per task	123.21 per task	128.14 per task
Presenter - Gd 4	21.06	21.90	22.78
Competency Assessor - Gd 4	21.06	21.90	22.78
Equipment Allowance	2.08	2.16	2.25
Tea Money	9.36	9.73	10.12
Travel Allowance - 70.7 cents per kilometre			

CARE WORKER AVAILABILITY REGISTER FORM

As outlined in Clause 12 of the Care Worker Award employees must make themselves available for work for a minimum number of availability time periods in accordance with their current contract level. The table below specifies the minimum number of availability time periods for each contract level.

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

You must select the times and days that you will be available in line with these minimum requirements. Please note that you may provide a greater number of availability time periods if you choose to make yourself available for additional work.

The time periods should not overlap and any proposed availability must be agreed, (within the service hours available in the branch), between the employee and the employer prior to the availability being accepted by your supervisor.

A maximum of two (2) six hour time periods can be selected in each 24 hour period.

Time periods nominated of greater than six hours but less than twelve hours will be regarded as one time period only.

Monday to Friday contracted employees can restrict their time period selections to Monday to Friday only.

You must have a break between shifts of at least 8 hours or choose a break of 10 hours

Availability nomination								
Current contract level (circle one)		30 hours		50 hours		70 hours		
Minimum break between shifts (circle one)		8 hours			10 hours			
Desired contract level (circle one)		30 hours		50 hours		70 hours		
Availability Time Period								
Day of the Week	Week 1				Week 2			
	Start	Finish	Start	Finish	Start	Finish	Start	Finish
Saturday								
Sunday								
Monday								

Tuesday								
Wednesday								
Thursday								
Friday								

Optional:

YES / NO, I would like to be considered for Overnight Care work.

YES / NO, I would like to be considered for Live-In Housekeeper work.

I, (Print full name) agree to the above minimum number of availability time periods as required by Clause 12 Hours of Work.

Signature: _____ Date: ____/____/____

Supervisor Signature: _____ Date: ____/____/____

APPENDIX B

HIGHER DUTIES/MULTI-SKILLING AGREEMENT

TO: (Employee’s Name)

FROM: (Branch Mgrs Name)

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

Current contract level: 50% of minimum contract level

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

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

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

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

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

REQUEST TO WITHDRAW FROM UNDERTAKING GRADE 3 WORK

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

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

OFFICE USE ONLY

(Delete whichever is not applicable)

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

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

Position held:

APPENDIX C

OFFER OF A FIXED TERM CONTRACT

Employees Name:

Employees Address: Post Code:

Dear

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

1. Your conditions of employment will generally be those specified in the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006. Any variation from these conditions will be specified in this contract.
2. You will be employed for a fixed term. Your employment will commence from/...../..... and will cease on/...../.....
3. The minimum number of hours you will be required to work will be per fortnight.
4. Should the client no longer require services provided by the Department of Ageing, Disability and Home Care, then you will be provided with four weeks notice of termination or four weeks payment in lieu of such notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service.
5. Employee's will be required to provide the Department of Ageing, Disability and Home Care with a least 2 week's notice of intention to terminate the contract.
6. Service provision guidelines allows the client to have the final say as to the person who provides such services required by them. For this reason, the Department of Ageing, Disability and Home Care would consider you to be on trial for a period of four (4) weeks to assess the compatibility with the client seeking the Department of Ageing, Disability and Home Care. If during the four (4) week period the client does not wish to continue the service then your employment would cease from the close of business upon receipt of that advice or upon the employment of a suitable replacement which ever is more appropriate.

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

- (i) Four (4) weeks payment in lieu of notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service causing the client to seek services to be provided by another employee of the Department of Ageing, Disability and Home Care.

7. Due to the nature of your employment being specific to the needs of a particular client(s), should that client(s) not require the Department of Ageing, Disability and Home Care for a specific period of time, which will be in excess of a week, your employment with the Department of Ageing, Disability and Home Care will be suspended until the client requires the service to re-commence.

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

8. The provisions of Clause 21 of the above mentioned Award are not applicable to your employment.

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

ACCEPTANCE

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

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

APPENDIX D

CARE WORKER SELF ROSTERING CHECKLIST

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

	Quality Conditions	
1.	Is the client happy with the changes being negotiated.	YES or no
2.	Is the change consistent with the CARES principles.	YES or no
3.	Will the change being negotiated maintain either your health and safety, or the health and safety of your client.	YES or no
	Award Conditions	
4.	Will you be taking a break after 5 hours work including travel time (meal, crib or break of engagement).	YES or no
5.	Will you be working 8 hours or less in the day.	YES or no
6.	Will you be working 76 hours or less in the fortnight.	YES or no
7.	Will the change mean you have not taken an 8 consecutive hour break within the current 24 hour period.	YES or no
8.	Will the change mean that you remain working within your agreed availability.	YES or no
	Cost Care Conditions	
9.	Will the change maintain your contract hours for the affected fortnight.	YES or no

10.	Will the change avoid a minimum start.	YES or no
11.	Will the change avoid a break of engagement (break at the Department of Ageing, Disability and Home Care's convenience).	YES or no
12.	Will the change attract a similar penalty rate.	YES or no
13.	Will you be working within your geographical area.	YES or no
14.	For Grade 2 staff only	
	Will you be accepting Grade 3 work in the fortnight that is less than 50% of your minimum level of contract hours.	YES or no

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

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

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

APPENDIX E

Guidelines to use when Initiating Changes to Client Service.

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

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

APPENDIX F**GUIDELINES FOR GRADING CARE WORK****TABLE OF CONTENTS****TITLE**

Introduction

Definitions

Grading Care Work

Other Assistance

SCHEDULES

Schedule A - Grading Personal Care Tasks - Examples

Schedule B - Grading - Other Assistance - Examples

Schedule C - Interpersonal Skills

INTRODUCTION

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

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

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

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

The information necessary for grading, will be collected through:

the assessment/reassessment process;

support/supervision sessions with Care Workers.

DEFINITIONS

Grade 3 care work consists of:

Grade 3 Personal Care tasks

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

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

All live-in Housekeeping

Grade 2 care work consists of:

Grade 2 Personal Care tasks

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

Grade 1 work consists of:

Domestic assistance

- Including but not limited to, domestic chores, ironing, cleaning, dishwashing, etc

Shopping and bill paying

Meal preparation

GRADING CARE WORK

First Step

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

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

Personal Care Grade 3 task

Home Care Worker Grade 3

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

Personal Care Grade 2

Home Care Worker Grade 2 or Grade 3.

Second Step

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

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

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

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

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

OTHER ASSISTANCE

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

Personal Care

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

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

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

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

Bodily intrusion

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

<p>Showering/ Bathing</p>	<ul style="list-style-type: none"> * Showering/Bathing adults and children with severely limited/uncontrollable body movements * Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration 	<ul style="list-style-type: none"> * Assisting client to shower/bath self or totally showering/bathing client except where client has severely limited/uncontrollable body movements * Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements * Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements * Supervising children's bath * Bathing a baby * Total bed bath/sponge - exceptions Grade 3
<p>Toileting</p>	<ul style="list-style-type: none"> * Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths * Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site * Changing or assisting with urinary diversion - colostomy and drainage bags * All bowel management except changing babies nappies and toileting children * Continual caring of someone with bowel incontinence including washing person * Changing bowel incontinence pads * Responsibility for sterilising glass catheters for people using intermittent catheters 	<ul style="list-style-type: none"> * Helping people to the toilet * Assisting people to use the toilet by loosening clothing * Assisting client to change own incontinence and sanitary pads * Changing clients urinary incontinence pads * Assisting clients with bottles * Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements * Changing babies nappies, toileting children
<p>Menstrual Care</p>	<ul style="list-style-type: none"> * Changing tampons and sanitary pads 	<ul style="list-style-type: none"> * Assisting with menstrual care

Skin Care	<ul style="list-style-type: none"> * Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes only in circumstances outlined in Service Policy Manual * Application of treatment creams to genital Area 	* All skin care, eg: application of cream, rubbing pressure areas with lotions etc except where dressings are involved
Nasal Care	* Cleaning noses	
Grooming	* All dressing/undressing where there are severely limited/uncontrollable body movements	<ul style="list-style-type: none"> * All hair care * Limited care of nails as details in Service Policy Manual * Shaving: Where there are uncontrollable body movements use electric razors only. (All other shaving - electric razors recommended). * All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements
Oral Hygiene		<ul style="list-style-type: none"> * Assisting client with their own care of teeth or dentures * Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solutions only
Oral Medication		* Assisting client with or administering liquid medicines, pills, powders, nose and eye drops according to Service Policy Manual.
Medication	<ul style="list-style-type: none"> * Suppositories * Giving insulin injections in circumstances outlined in Service Policy Manual. 	
Transferring/ Mobility	<ul style="list-style-type: none"> * Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing * Using mechanical aids to lift and transfer clients Assisting client with transfers/mobility where: <ul style="list-style-type: none"> * client can offer limited/no assistance with weight bearing * particularly careful handling is required because of the client's health/disability * some lifting or physically awkward movement is involved for staff in the transfer/mobility of clients 	<ul style="list-style-type: none"> * Transferring client in and out of bed/chair/ car and assisting with mobility - exceptions see Grade 3 * Assisting clients to turn or sit up - exceptions see Grade 3
Fitting of Aids/ Appliances		* Such as splints and callipers

Therapy	* Assisting with therapy in any of the following circumstances: - high degree of assistance is involved - Care Workers have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site - Specialised training/knowledge is required	* Assisting with therapy in any of the following circumstances: - low level of assistance is involved - carer/therapist is on site or client is able to take responsibility for the therapy or carer/therapist is on site - simple instructions required rather than specialised training/knowledge
Assisting with Eating	* Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved	* Assisting where there are no eating difficulties

OTHER ASSISTANCE (Not Grade 3 Personal Care Tasks)

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

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

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

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

restless, wandering behaviour;

verbal abuse, aggression;

hearing or speech impairment which seriously affects communication;

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

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

households where adults are at risk of abuse;

domestic violence;

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

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

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

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

For examples of interpersonal skills see Schedule C.

For examples of grading other Assistance see Schedule B.

SCHEDULE A

GRADING PERSONAL CARE TASKS

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

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

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

Bodily intrusion

Example - Grade 3 Personal Care

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

Total assistance

Care Worker totally responsible while carer is away

Bodily intrusion

Example - Grade 2 Personal Care

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

Some assistance

Client is responsible

No bodily intrusion

SCHEDULE B

GRADING OTHER ASSISTANCE

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

Slight, moderate or pronounced impact on work/Worker

Level of interpersonal skills required by Worker

Examples - Grade 3

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

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

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

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

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

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

Examples - Grade 2

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

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

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

SCHEDULE C

INTERPERSONAL SKILLS

Basic Interpersonal Skills - Care Worker Grade 2

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

Listening skills

Empathy

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviour

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client/carers

Ability to use different communication methods, eg. communication board

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Maintaining objectivity

Advanced Interpersonal Skills - Care Worker Grade 3

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

Empathy

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

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviours

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client

Ability to clarify communication

Ability to use different communication methods, eg. communication board

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

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Ability to negotiate with household about the tasks performed

Maintaining objectivity

D.W. RITCHIE, Commissioner

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 880 of 2009)

Before Commissioner Connor

15 July 2009

VARIATION

1. Delete subclause (iii) of clause 3, Wages, of the award published 2 May 2008 (365 I.G. 757), and insert in lieu thereof the following:
 - (iii) 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**

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Chemical Plant Operator - Class One (100%)	618.20	24.73	642.90
Class Two (92.4%)	584.50	23.38	607.90
Class Three (89.9%)	574.10	22.96	597.10
Materials Attendant - Class One (92.4%)	584.50	23.38	607.90
Class Two (89.9%)	574.10	22.96	597.10
General Labourer (86%)	557.80	22.31	580.10
Forklift Operator (89.9%)	574.10	22.96	597.10

Juniors:	Percentage of total wage for adult general Labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	4(i)	Leading Hand	24.60	25.60
2	4(ii)	Cleaning inside tank or still	1.35 per hour	1.40 per hour
3	9(iii)(a)	Meal allowance	11.15	11.70
4	9(iii)(a)	Meal allowance - second meal	11.15	11.70
5	20(ii)	Duties of first-aid person	1.82 per day	1.90 per 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 State Wage Case 2008 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 15 July 2009.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP) FIELD
OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS
2009 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Climate Change NSW.

(No. IRC 819 of 2009)

Before Commissioner Bishop

12 June 2009

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	Standby Arrangements - Including Standby associated with Declared Incident
9.	Higher Duties
10.	Appointment
11.	Progression
12.	Project Teams
13.	Hours of Work
14.	Variation of Hours
15.	Overtime - General
16.	Meal Breaks
17.	Rest Breaks
18.	Temporary, Casual and School Based Apprentices Work Arrangements
19.	Part-Time Work Arrangements
20.	Job Sharing
21.	Public Holidays
22.	Leave
23.	Recreation Leave and Annual Leave Loading
24.	Family And Community Service Leave
25.	Excess Travel Time
26.	Contact with Officers on Parental and Maternity Leave
27.	Incident Conditions
28.	Working From Home
29.	Dependent Care
30.	Families And Field Work
31.	Training And Development

32. Study Assistance
33. Training Competency
34. Engagement of Contractors
35. Anti-Discrimination
36. Redundancy Entitlements
37. Workplace Environment
38. Housing
39. Industrial Grievance Procedure
40. Deduction Of Union Membership Fees
41. Saving of Rights
42. No Extra Claims
43. Area, Incidence and Duration

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

Table 2 - Salary Schedule for Field Officer Classification

2. Title

This award shall be known as Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2009 Award.

3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Act" means the *Public Sector Employment and Management Act, 2002*.

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"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.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Department" means the Department of Environment and Climate Change.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director General" means the Director General of the Department of Environment and Climate Change.

"DPE" means the Director, Public Employment, as established under the *Public Sector Employment and Management Act, 2002*.

"Dispute" is a disagreement between officers and the Department concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director, Public Employment.

"Employer for all purposes other than Industrial" means the Director General of the Department of Environment and Climate Change.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director General or delegate. (N.B. Does not include hazard reductions)

"Incident duties" means all work involved in emergency incidents effort in which there is Departmental participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Memorandum of Understanding" means the document signed between the NSW Government, the Department of Environment and Climate Change and the Unions on 19 May 2009.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"Officer" means an employee in the Parks and Wildlife Group of the Department including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries 2004) Award or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"PWG" means the Parks and Wildlife Group of the Department of Environment and Climate Change.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the Department, except those days that are taken as approved leave including time in lieu or as an allocated day off..

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m.- 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Director General, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - Greater NSW Branch and the Electrical Trades Union.

4. Parties

4.1 The "Parties" to this Award are:

- (i) Director, Public Employment for the Department of Environment and Climate Change (DECC);
- (ii) The Australian Workers Union - Greater NSW Branch;
- (iii) The Electrical Trades Union

5. Salaries

5.1 The salary rates paid to officers covered by this award are specified in Annexures 1 - 3 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Table 1, reflect increases to the salaries of Skilled Trades Officers and Apprentices and provide for:

- (a) 4% increase in wages from the first full pay period on or after 1 July 2008
- (b) 4% increase in wages from the first full pay period on or after 1 July 2009
- (c) 4% increase in wages from the first full pay period on or after 1 July 2010

The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2008, shall be paid to those employees who are employed as at the date of the making of the award and to those employees who retired between 30 June 2008 and the making of the Award.

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.3 The salaries prescribed in Part B Monetary Rates, Table 2 reflect increases to the salaries of Field Officer classifications and provide for:

- (a) 4% increase in wages from the first full pay period on or after 1 July 2008
- (b) 4% increase in wages from the first full pay period on or after 1 July 2009
- (c) 4% increase in wages from the first full pay period on or after 1 July 2010

The increases referred to above, insofar as they apply from the first full pay period on or after 1 July 2008, shall be paid to those employees who are employed as at the date of the making of the award and to those employees who retired between 30 June 2008 and the making of the Award.

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

5.4 The salary rates are all inclusive of the following allowances:

- (a) Diving
- (b) Kosciusko
- (c) Dry Cleaning
- (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2008 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

6.1 The entitlement to salary package in accordance with this clause is available to

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to Departmental convenience; and
- (iii) casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.

6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"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.

6.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- 6.3.1 a benefit or benefits selected from those approved by the DPE; and
- 6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 6.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer 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.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the officer'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.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 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.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 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
- 6.11.2 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 officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate

of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.

- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

- 7.1 Allowances payable in terms of clauses 7.2, 7.3 and 7.4 listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).

7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the Department. The allowance is to be a maximum of \$142 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by the Department, \$62.20 or \$2.59 per hour
- (ii) where meals are not provided by the Department, \$99.52 or \$4.14 per hour

7.3.4 The Department will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. 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, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$3,732	\$2,612
B	\$4,976	\$3,483
C	\$6,220	\$4,354

To be paid from the first full pay period to commence on or after 1 July 2008.

Table 2

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:
Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" is payable to officers living in the following locations:
Fort Grey, Mutawintji, Mount Wood, Nocaleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by Resorts Group

7.5.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the Department require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

8. Standby Arrangements - Including Standby Associated With Declared Incidents

8.1 Standby roles - officers may be directed to be on standby as a:

- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
- (ii) General standby - an officer appointed on standby to respond to after hours duty as required.

8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, a department vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;

8.4 Standby hours - the time an officer, can be directed to be on standby is:

- (i) 24 hours on a rostered day off; or
- (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
- (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

8.5 Standby rates

8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.

8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

9. Higher Duties

9.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.

9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.

9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

10. Appointment

- 10.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the Public Sector Employment and Management Act 2002.
- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

11. Progression

11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

11.2 Progression and competency applications for Field Officer classification

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

12. Project Teams

12.1 The Director General or nominee may request officers to perform work in a designated project team.

12.2 An officer may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the officer shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

13. Hours of Work

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.

- 13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.
- 13.3.3 The standard coretime shall be between the hours of 9.30a.m. and 3.30p.m. excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of Crown Conditions Award
- 13.3.4 The Guarantee of Service is the specified period during the day between the hours of 8.30a.m. and 4.30p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.
- 13.3.5 Pattern of hours is the way hours are worked each settlement period; e.g., start/finish times and days of the week for 7 day roster workers.
- 13.3.6 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the Department, the needs of officers and the provision of services to the Department's customers.
- 13.3.7 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.8 Hours of work for positions and/or classifications will be as set out in cl.13.4.
- 13.3.9 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 13.3.10 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.
- 13.4 Ordinary hours of work may be organised as follows:
- 13.4.1 Monday to Friday Workers
- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
 - (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of cl. 15, Overtime - General of this Award.
- 13.4.2 Seven Day Roster Workers
- (i) This provision shall apply to officers where the working of a seven day operation is necessary for the efficient and effective operation of the position.
 - (ii) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the Department and the officer concerned.
 - (iii) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
 - (iv) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the Department and the officer concerned.
 - (v) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.

- (vi) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (vii) If an officer agrees to work more than the maximum specified in subclauses (v) or (vi) of this clause, no additional payments or day in lieu shall be made.
- (viii) Officers referred to in (v) or (vi) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

- (a) Saturdays - a 50% loading for each additional day worked
- (b) Sundays - a 75% loading for each additional day worked
- (c) Public Holidays - a 150% loading for each additional day worked

- (ix) The loading specified in (v) and (vi) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

13.4.3 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
 - (a) five 7 hour 22 minute days with 22 minutes per day accruing towards one allocated day off each 4 week roster period; or up to
 - (b) Four 9 hour 20 minute days with 35 minutes accruing towards 5 allocated days off each 4 week roster period.
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval and must be by mutual agreement. Two (2) weeks notice prior to the commencement of this arrangement shall be given to the Regional Manager where possible, and 2 weeks notice of its cessation,
- (vi) Any paid leave, e.g. recreation leave, sick leave or Family and Community Service leave occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

14. Variation of Hours

- 14.1 Where the Department directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).

- 14.2 Where the hours and/or days are varied by mutual agreement between the Department and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the Department provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the Department does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply either until the elapse of the 2 week notice period or the variation to days/hours ceases, whichever comes first.
- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the Department, no loading shall be paid.

15. Overtime - General

15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

16. Meal Breaks

16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

17. Rest Breaks

- 17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.
- 17.2 Officers required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.
- 17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.
- 17.4 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18. Temporary, Casual and School Based Apprentices Work Arrangements

- 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 18.2 Temporary Officers
- 18.2.1 Temporary officers may be employed by the Department on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 18.3 Casual Employees
- 18.3.1 Casual employees shall be engaged by the Department on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.
- 18.3.2 The casual hourly rate is determined by the following formulae:
- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
 - (ii) Rate for Monday to Friday = base hourly rate plus 25%
 - (iii) Rate for Saturday = base hourly rate plus 58%

- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave, including recreation leave, except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Except as otherwise provided for in this clause, Casuals shall also receive the benefit of leave entitlements in accordance with Clause 12 (iv); (v); and (vi) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

18.4 School Based Apprentices

18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

19. Part-Time Work Arrangements

- 19.1 Part-time work may be available to:
 - 19.1.1 permanent and temporary officers who wish to work part-time in an existing position;
 - 19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
 - 19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.
- 19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.
- 19.4 Return to full-time employment before the expiry of an agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

20. Job Sharing

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The Department will support officers sharing a position provided that the:
 - 20.2.1 arrangement is fair and equitable to the officers involved;
 - 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
 - 20.2.3 arrangement can be on a permanent or temporary basis;
 - 20.2.4 arrangement is in the best interests of the smooth functioning of the Department, ensuring that customer/client Department relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

21. Public Holidays and Public Service Holiday

21.1 General

21.1.1 Unless directed to attend for duty by the Director General or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the DPE (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

21.2 Monday to Friday Workers

21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with cl.15, Overtime

21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per cl.0, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of cl.0, Hours of Work or cl.15, Overtime, as is appropriate.

21.3.3 Provisions of cl. 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is in addition to the specified number of public holidays for which the loading is paid as per cl.14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

22. Leave

22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award, and

The Department's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

23. Recreation Leave and Annual Leave Loading

23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year

23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

24. Family and Community Service Leave

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 74 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

25. Excess Travel Time

25.1 Excess Travel Time shall be regulated in accordance with the provisions of Clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

26. Contact With Officers on Parental and Maternity Leave

26.1 All parties agree to implement the PWG's Parental/Maternity Leave Contact Policy which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

26.2 It is recognised that some officers may not wish to keep in contact with the Department while they are on leave.

27. Incident Conditions

27.1 General

27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.

27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.

27.1.3 Adjustments to hours will be carried forward to the next settlement period.

27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the Department's Fire Management Manual as varied from time to time.

27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate

if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.

27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

27.2 Conditions

27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in subclause 27.5 Incident Responsibility Rates, whichever is the greater.

27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.

27.2.3 All travel to and from an incident will be paid as if part of the Incident.

27.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.

27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:

- (i) overtime for the whole shift in addition to the normal pay for the day; or
- (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	1/07/2008	1/7/2009	1/7/2010
Crew Member	\$48,928	\$50,885	\$52,920
Crew Leader	\$54,972	\$57,171	\$59,458
Sector Commander	\$61,025	\$63,466	\$66,005
Divisional Commander	\$69,112	\$71,876	\$74,751
Operations Officer	\$74,205	\$77,173	\$80,260
Planning Officer	\$74,205	\$77,173	\$80,260
Logistics Officer	\$91,898	\$95,574	\$99,397
Incident Controller	\$101,849	\$105,923	\$110,160
Deputy Incident Controller			
Safety Officer			
Situation Officer			
Situation Unit Leader			
Resource Officer			
Resource Unit Leader			
Air Attack Supervisor			
Air Operations Manager			
Air Observer			
Airbase Manager			

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2008) Award or any successor instrument to that award.

27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

27.7 Family and Dependent Care During Incident Conditions

27.7.1 The Department will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 The Department will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

27.8 Provision of meals and accommodation whilst working on Incident

27.8.1 The Department will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the Department will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

27.9 Standby Associated with Incidents

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

28. Working from Home

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

- 28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;
- 28.3.3 for weekend and night emergency incident management; and
- 28.3.4 the nature of the work allows for it.
- 28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).
- 28.5 When working at home, officers must ensure that they are contactable by their office.
- 28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

29. Dependent Care

- 29.1 Where dependents of the officer are sick and require care, the Department will continue to support the officer in the following ways:
- 29.1.1 In accordance with Clause 74 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that award; or
- 29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.
- 29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.
- 29.3 The Department will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.
- Each application will be determined on its merits.
- 29.4 The parties reaffirm their commitment to providing dependent care assistance:
- 29.4.1 To enable officers to attend residential training and development activities.
- 29.4.2 To officers required to work during emergency situations.
- 29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 29.5 The Department will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

30. Families and Field Work

- 30.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

31. Training and Development

- 31.1 The parties to this Award confirm a commitment to skill development for officers of the Department.
- 31.2 The training and development of officers covered by this Award will be linked to the Performance Management and Development System or any replacement Performance Management System agreed to by the parties. Staff Development Plans will be established through the system and be relevant to the officer's current position and their future career path.
- 31.3 All Training and development will be managed and conducted in accordance with the Department's Learning and Development Framework as varied from time to time.
- 31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

32. Study Assistance

- 32.1 The DECC will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- 32.2.1 The following costs associated with courses -
- (i) Higher Education Contribution Help scheme Fee; or
 - (ii) TAFE compulsory fees; or
 - (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees
- will be reimbursed by the Department in accordance with the guidelines following.
- 32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of the DECC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General; or
 - (ii) is their second or successive qualification as an officer of the DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause 32.3 (i) or \$12,000 in respect of sub-clause 32.3 (ii) of this clause, where other requirements have been met as in cl.32.6 below.
- 32.5 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.
- 32.6 To be eligible to receive a refund, an officer must:
- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;

- (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under cl.32.3 (i) any subsequent application for study assistance will be treated as a second application under subclause 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

33. Training Competency

- 33.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

34. Engagement of Contractors

- 34.1 The Department is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Employment Office, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35.5 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.

35.6 NOTES

35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.

35.6.2 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."

36. Redundancy Entitlements

36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Excess Employees Policy in the NSW Public Sector, as varied from time to time.

37. Workplace Environment

37.1 The Department will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Occupational Health and Safety Act 2000*.

37.2 While there are no requirements for office workplaces, the Department agrees to provide officers covered by this Award with reasonable conditions and space.

37.3 Smoking is prohibited at all indoor PWG workplaces and in Department vehicles.

38. Housing

38.1 The parties agree to consult on future issues related to Department-owned housing including the preparation of briefs for valuers.

38.2 All officers occupying a Department house will be required to sign a tenancy agreement.

39. Industrial Grievance Procedure

39.1 General

39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.

39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.

39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the officers of the Department may be represented by an industrial organisation of officers.

39.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.

39.2 Steps to Resolve Industrial Grievances or Disputes

39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:-

Step 1 The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2 If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3 If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4 The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5 If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act, 1996*.

40. Deduction of Union Membership Fees

40.1 Each Union shall provide the Department with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.

40.2 The Union(s) shall advise the Department 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 Department at least one month in advance of the variation taking effect.

40.3 Subject to 40.1 and 40.2 above, the Department shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the Department to make such deductions.

40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.

40.5 Unless other arrangements are agreed by the Department and the Union (s), all Union membership fees shall be deducted on a fortnightly basis.

40.6 Where an officer 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 officer to make a fresh authorisation in order for such deductions to continue.

41. Saving of Rights

- 41.1 Other than to effect the implementation of the Memorandum of Understanding including the implementation of initiatives under clause 7 of the Memorandum of Understanding; at the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of making this Award.

42. No Extra Claims

- 42.1 It is a term of this Award that, to the extent that the clause is applicable to the provisions of this Award, the Unions will abide by the agreement under clause 8. No Extra Claims, of the Memorandum of Understanding ((MoU 2009)) signed and witnessed on 19 May 2009 between the NSW Government, Department of Environment and Climate Change and the Unions.
- 42.2 The Department reserves the right to pursue agency level initiatives in accordance with clause 7. of the MoU 2009.

43. Area, Incidence and Duration

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Department of Environment and Climate Change.
- 43.2 This Award will not apply to officers:
- (i) that transferred to the Department where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) that are employed in the Senior Executive Service (SES); or
 - (iii) that are employed in the Botanic Gardens Trust; or
 - (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
 - (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2006 or any successor instrument to that Agreement.
- 43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any successor instrument to that Award apply to officers covered by this Award.
- 43.4 The award shall take effect on and from 1 July 2008 and shall remain in force thereafter until 30 June 2011, unless varied or rescinded earlier in accordance with the provisions of the *Industrial Relations Act* 1996.
- 43.5 This award rescinds and replaces the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award published 12 October 2007 (363 I.G. 1404) and all other variations made to this Award.

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED		
	1 July 2008	1 July 2009	1 July 2010
TRADESPERSON			
Tradesperson Level 1	\$49,475	\$51,454	\$53,512
Tradesperson Level 2	\$51,025	\$53,066	\$55,189
Tradesperson Level 3	\$52,814	\$54,927	\$57,124
Tradesperson Level 4	\$55,573	\$57,796	\$60,108
Tradesperson Level 5 yr 1	\$56,285	\$58,536	\$60,877
Tradesperson Level 5 yr 2	\$59,357	\$61,731	\$64,200
Electronics Tradesperson	\$62,324	\$64,817	\$67,410
TRADES APPRENTICE YEAR (PERCENTAGE)			
1st Year (50%)	\$24,738	\$25,728	\$26,757
2nd Year (60%)	\$29,685	\$30,873	\$32,107
3rd Year (75%)	\$37,107	\$38,591	\$40,135
4th Year (85%)	\$42,054	\$43,736	\$45,485

- Competency Criteria for Skilled Trades**
- Level 1 Base trade. Appointees to this level must have appropriate trade qualifications.

 - Level 2 Base trade plus the ability to perform general park maintenance duties, when required.

 - Level 3 A tradesperson who is able to:
 - work with the minimum amount of supervision
 - work with the minimal amount of technical direction
 - solve technical problems
 - meet deadlines
 - ensure quality control of work; and
 - perform general park maintenance duties when required.

 - Level 4 Senior Tradesperson
 - is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or
 - supervises the work of other tradespersons, including setting work priorities and allocating tasks.

 - Level 5 Appointment to this level is by competitive selection to advertised vacancies.
 - This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district.
 - A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

De-Skilling

The classification structure for tradespersons is not designed to promote deskilling of tradespersons.

As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

Table 2 - Salary Schedule For Field Officer Classification

CLASSIFICATION/GRADE/YEAR	RATES EFFECTIVE FIRST PAY PERIOD FOLLOWING ANNUAL SALARY \$ ROUNDED		
	1 July 2008	1 July 2009	1 July 2010
AWU classification - Officers employed from 4/8/05			
Field Officer Base Grade 1/2 - AWU			
Field Officer Base Grade 1 yr1- AWU	\$37,084	\$38,567	\$40,110
Field Officer Base Grade 1 yr2- AWU	\$38,020	\$39,541	\$41,123
Field Officer Base Grade 2 yr1- AWU	\$38,898	\$40,454	\$42,072
Field Officer Base Grade 2 yr2- AWU	\$40,712	\$42,340	\$44,034
Field Officer Grade 1/4			
Field Officer Grade 1 yr1	\$37,084	\$38,567	\$40,110
Field Officer Grade 1 yr2	\$38,020	\$39,541	\$41,123
Field Officer Grade 2 yr1	\$38,898	\$40,454	\$42,072
Field Officer Grade 2 yr2	\$40,712	\$42,340	\$44,034
Field Officer Grade 3A yr1	\$46,455	\$48,313	\$50,246
Field Officer Grade 3A yr2	\$47,274	\$49,165	\$51,132
Field Officer Grade 4A yr1	\$48,597	\$50,541	\$52,563
Field Officer Grade 4A yr2	\$49,475	\$51,454	\$53,512
AWU classification - Existing officers employed prior to 4/8/05			
Field Officer Grade 1/4			
Field Officer Grade 1 yr1	\$42,876	\$44,591	\$46,375
Field Officer Grade 1 yr2	\$43,677	\$45,424	\$47,241
Field Officer Grade 2 yr1	\$44,333	\$46,106	\$47,950
Field Officer Grade 2 yr2	\$45,182	\$46,989	\$48,869
Field Officer Grade 3A yr1	\$46,455	\$48,313	\$50,246
Field Officer Grade 3A yr2	\$47,274	\$49,165	\$51,132
Field Officer Grade 4A yr1	\$48,597	\$50,541	\$52,563
Field Officer Grade 4A yr2	\$49,475	\$51,454	\$53,512
Field Officer Grade B3/B4			
Field Officer Grade 3B yr1	\$46,455	\$48,313	\$50,246
Field Officer Grade 3B yr2	\$47,274	\$49,165	\$51,132
Field Officer Grade 4B yr1	\$48,597	\$50,541	\$52,563
Field Officer Grade 4B yr2	\$49,475	\$51,454	\$53,512

Senior Field Officer/Senior Field Officer Plant Grade 1/2			
Snr Field Off/SFO Plant Gr1 yr1	\$50,573	\$52,596	\$54,700
Snr Field Off/SFO Plant Gr1 yr2	\$51,433	\$53,490	\$55,630
Snr Field Off/SFO Plant Gr2 yr1	\$52,474	\$54,573	\$56,756
Snr Field Off/SFO Plant Gr2 yr2	\$53,571	\$55,714	\$57,943
Field Supervisor Grade 1/2			
Field Supervisor Gr 1 yr1	\$55,410	\$57,626	\$59,931
Field Supervisor Gr 1 yr2	\$56,680	\$58,947	\$61,305
Field Supervisor Gr 2 yr1	\$57,949	\$60,267	\$62,678
Field Supervisor Gr 2 yr2	\$59,220	\$61,589	\$64,053
Senior Field Supervisor Grade 1/2			
Snr Field Supervisor Gr 1 yr1	\$64,249	\$66,819	\$69,492
Snr Field Supervisor Gr 1 yr 2	\$65,828	\$68,461	\$71,199
Snr Field Supervisor Gr 2 yr1	\$67,408	\$70,104	\$72,908
Snr Field Supervisor Gr 2 yr 2	\$68,986	\$71,745	\$74,615

Progression Criteria For Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to this classification has ceased.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF CORRECTIVE SERVICES) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1533 and 2344 of 2008)

Before The Honourable Justice Walton, Vice-President

2 June 2009

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

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| 28. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the Public Sector Employment and Management Act 2002, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within the Department.
- 2.3 "Commissioner" means the Chief Executive Officer of the Department as listed in Column 2 of Schedule 1 of the Act.
- 2.4 "Correctional Centre" means a centre administered by the Department to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied from time to time, or any replacement Award.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Department" means the Department of Corrective Services, as specified in Column 1 of Schedule 1 of the Act.
- 2.9 "Employee" means a member of staff as defined under section 3 of the Act.
- 2.10 "Federation" means the New South Wales Teachers Federation.
- 2.11 "DPE" means the Director of Public Employment constituted under Chapter 6 of the Act.
- 2.12 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Department of Premier and Cabinet, or any replacement publication.
- 2.13 "Regulation" means the Public Sector Employment and Management (General) Regulation 1996 or any replacement Regulation.
- 2.14 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.15 "Shift Worker" shall mean a Shift Worker - Non-continuous Shifts as defined in clause 3 of the Conditions Award, that is, an employee who is not a Day Worker or a Shift Worker - Continuous Shifts as defined in clause 3 of the Conditions Award.
- 2.16 "Teacher" means an employee appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.17 "Through care" means the philosophy and practice of the Department by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply.

- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The following Agreement made pursuant to section 131 of the Act, which details conditions of employment not fixed by this Award, shall continue to apply:
 - 3.2.1 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.
- 3.3 The provisions of the Department's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.4 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1, 3.2 and 3.3 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Commissioner and where detailed in clause 16 Qualifications Upgrade or clause 17 Recruitment - Exceptional Circumstances of this Award.
- 4.2 Teachers - shall hold a:
 - 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.3 Correctional Education Officers - shall hold a:
 - 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.4 Senior Correctional Education Officers - shall hold a:
 - 4.4.1 Bachelors degree in Education from a recognised university; or
 - 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education;together with experience in adult education, as approved by the Principal AEVTI.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award .
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the provisions of Chapter 2, section 16.8 Commencing rates of pay of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- 6.1.1 permanent full-time and part-time employees;
- 6.1.2 temporary employees, subject to the Department's convenience; and
- 6.1.3 casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
- 6.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 6.2.2 "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.
- 6.3 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:
- 6.3.1 a benefit or benefits selected from those approved by the DPE; and
- 6.3.2 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.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7, 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 DPE at the time of signing the Salary Packaging Agreement.
- 6.7 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:
- 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 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.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *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.
- 6.10 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 sub clause 6.9 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.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 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
- 6.11.2 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 5, Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12. 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 date of such variation.
- 6.13. 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.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with Chapter 5, Managing the Workplace, of the Personnel Handbook, except where varied by clause 16 Qualifications Upgrade and/or clause 17 Recruitment - Exceptional Circumstances of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of the Department's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flexleave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flexleave and banked hours shall remain at Departmental discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in the Department.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
 - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of the Department are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional 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 Leave

4 -10	1 additional day's 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

10. Recreation Leave

- 10.1 Recreation leave for Day Workers shall be granted and administered as follows:
- 10.1.1 in accordance with the provisions of the Regulation, the Conditions Award and the Personnel Handbook.
- 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non Attendance Time

- 11.1 Correctional Education Officers
- 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.
- 11.2 Teachers
- 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
- 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.
- 11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between the Department and Federation.
- 11.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.
- 11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at the Department's convenience.
- 11.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during Non Attendance Time.
- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Principal AEVTI.

12. Duties of Correctional Education Officers

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
 - 12.1.1 Direct teaching activities for up to 10 hours per week; and
 - 12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of the Department’s Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by the Department) in order to meet the needs of the correctional centre. In these circumstances:
 - 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
 - 12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development activities research

<p>Workplace training & assessment including Core Skills Assessment</p>	<ul style="list-style-type: none"> -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents -end of course evaluation -entering student data on DCS systems <p>Duties related to facilitation of Departmental through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> -classrooms -workshops -industry -in the field <p>Application of assessment and diagnostic instruments for inmates.</p> <p>Vocational assessment and counselling.</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team meetings -attendance at moderation meetings -participation in case planning and case management activities

<p>Tutorial support for distance education enrolments and individual learners with difficulties.</p> <p>Workplace training & assessment including Core Skills Assessment.</p>	<ul style="list-style-type: none"> -course, curriculum and materials development and review -development of learning materials -research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems
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- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and the Personnel Handbook.

15. Part-Time Work

- 15.1 The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 15.2 Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Qualifications Upgrade

- 16.1 Sub clauses 16.2 - 16.6 apply only to those persons:
- 16.1.1 Who commenced employment as Teachers during the nominal term of the Crown Employees (Education Employees, Department of Corrective Services) Consent Award 2002 published 4 April 2003 (339 IG 1); and
- 16.1.2 Who have already been offered the opportunity to gain qualifications whilst on probation as part of the process associated with the conversion of Contract Teachers to permanent full-time and part-time Teachers.
- 16.2 Teachers who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3 Teachers who have not commenced or completed their agreed course of study within the agreed and acceptable timeframe shall have their circumstances reviewed by the Principal AEVTI and a representative of Federation. Where:
- 16.3.1 Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Commissioner);
- 16.3.2 No special circumstances exist, the Teacher's appointment shall be annulled.
- 16.4 Once the required qualifications are gained the Teacher's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.
- 16.5 The Teacher shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to the Department.
- 16.6 The Department shall continue to contribute an amount to be determined towards the cost of gaining the qualification. Eligibility is limited to those employees whom the Department has already agreed to reimburse the cost of gaining such qualifications.

17. Recruitment - Exceptional Circumstances

- 17.1 In exceptional circumstances only, applicants for newly advertised Teacher positions who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 17.2 being met), and may be appointed on probation subject to the provisions of clause 16 Qualifications Upgrade, sub clauses 16.2 - 16.5 of this Award. The applicant must hold qualifications in the core subject area of the advertised Teacher position.
- 17.2 Exceptional circumstances shall be advertised as such and shall be limited to positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. This may include applicants who have already commenced a course of study or have extensive employment related experience.
- 17.3 The decision as to whether an exceptional circumstance exists rests with the Commissioner (or delegated officer) following consultation with the Principal AEVTI.
- 17.4 The provisions of sub clause 16.6 of this Award do not apply to employees selected as a result of exceptional circumstances.

18. Professional Development

- 18.1 The Department is committed to the development of highly skilled, motivated and professional employees.
- 18.2 Access to professional development opportunities shall be based on the:
- 18.2.1 Department's needs; and
- 18.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Principal of AEVTI.
- 18.3 Subject to sub clause 18.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 18.3.1 Access to relevant courses provided by the Corrective Services Academy; and
- 18.3.2 Provision for study assistance as described in the Personnel Handbook; and
- 18.3.3 Access to retraining across disciplines in accordance with the needs of the Department to facilitate multi-skilling and career path development.
- 18.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

19. Education Quality

- 19.1 In line with the Department's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 19.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 19.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators .
- 19.4 Education programs aim to contribute to the good order of correctional centres and to the overall well being of inmates.
- 19.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 19.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

20. Consultation

- 20.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by the Department.
- 20.2 A consultative committee shall be established for this purpose.

21. Anti-Discrimination

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 21.5 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.
- 21.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 21.5.2 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."

22. Harassment Free Workplace

- 22.1 The Department is committed to ensuring that employees work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 22.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Federation.
- 22.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 22.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

23. Deduction of Federation Membership Fees

- 23.1 The Federation shall provide the Department with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 23.2 The Federation shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the Department at least four weeks in advance of the variation taking effect.
- 23.3 Subject to sub clauses 23.1 and 23.2 above, the Department shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised the Department to make such deductions.
- 23.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 23.5 Unless other arrangements are agreed to by the Department and Federation, all membership fees shall be deducted on a fortnightly basis.
- 23.6 Where an employee has already authorised the deduction of membership fees from his/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. Dispute Resolution Procedures

- 24.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 24.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 24.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 24.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 24.1.4 Where the procedures in sub clause 24.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Commissioner and the General Secretary of the 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.
- 24.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 24.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

25. Duties as Directed

- 25.1 The Department may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 25.2 The Department may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

26. No Further Claims

- 26.1 Except as provided by the Industrial Relations Act 1996, 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.

27. Secure Employment Test Case - 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.

28. Area, Incidence and Duration

- 28.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.
- 28.2 This Award rescinds and replaces the Crown Employees (Education Employees Department of Corrective Services) Consent Award 2006, published 28 July 2006 (360 I.G. 371) as varied.
- 28.3 The Award takes effect from 1 January 2009 and expires on 31 December 2011.

PART B

MONETARY RATES

Table 1 - Salaries

	4.4% from first pay period commencing on or after 1/1/09 \$	3.8% from first pay period commencing on or after 1/1/10 \$	3.8% from first pay period commencing on or after 1/1/11 \$
Teacher and Correctional Education Officer			
Step 1	66,827	69,366	72,002
Step 2	68,712	71,323	74,033
Step 3	71,395	74,108	76,924
Step 4	74,915	77,762	80,717
SCEO			
Step 1	85,115	88,349	91,706
Step 2	87,745	91,079	94,540

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

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1530 of 2008)

Before Commissioner Bishop

29 June 2009

REVIEWED AWARD

PART A

1. Arrangement

Clause No. Subject Matter

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2. Title
3. Definitions
4. Consultative Arrangements
5. Parties
6. Work Environment
7. Grievance and Dispute Settling Procedures

Section 2 - Attendance/Hours of Work

8. Hours of Work
9. Flexible Work Hours
10. Part Time Work
11. Part Year Employment
12. Part Time Leave Without Pay

Section 3 - Salaries and Allowances

13. Salaries
14. Salary Progression
15. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
16. Appointment and Promotion
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Section 4 - Union Consultation

18. Union Consultation, Access and Activities

Section 5 - Leave

19. Extended Leave
20. Family and Community Service Leave
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- 23. Religious or Cultural Observations
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- 31. Staff Development
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- 34. Overtime
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- 36. Job Sharing
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- 38. Unsatisfactory Performance, Misconduct or Serious Offence
- 39. Termination of Employment
- 40. Managing Excess Staff
- 41. Secure Employment - Casual Conversion
- 42. Secure Employment - Occupational Health & Safety
- 43. Anti-Discrimination
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- 45. Savings of Rights
- 46. Relationship to Other Awards
- 47. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Salaries - Transitional Arrangements

2. Title

- 2.1 This award shall be known as the Crown Employees (Independent Pricing and Regulatory Tribunal 2009) Award.

3. Definitions

- 3.1 "Act" means the *Independent Pricing and Regulatory Tribunal Act 1992*.
- 3.2 "At the convenience of" means the operational requirements to permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 3.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.4 "Chief Executive Officer" means the Chief Executive Officer of the Independent Pricing and Regulatory Tribunal who has been delegated particular power(s) under the Act.
- 3.5 "Contract Executive" is a person employed in a position by the Tribunal under section 8 (2) of the Act whose terms and conditions of employment are governed by an employment contract.
- 3.6 "Contractor/Consultant" is a person or company engaged by the Tribunal under section 9 (4) of the Act to assist it in the exercise of its functions.
- 3.7 Employee(s) or "Staff member(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding contract executives.
- 3.8 "Employer" or "Tribunal" means the Independent Pricing and Regulatory Tribunal.
- 3.9 "JCC" means the Tribunal's Joint Consultative Committee established by this award.
- 3.10 "Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.
- 3.11 "Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of the Grievance and Dispute Settling Procedures clause in this Award.
- 3.12 "Position" means a position, either full time or part time, at the Tribunal.
- 3.13 "Salary rates" means the ordinary time rate of pay for the staff member's grading excluding allowances and penalties not regarded as salary.
- 3.14 "Service" means continuous period of employment for salary purposes.
- 3.15 "Staff member(s)" or Employee(s)" means and includes all persons who are permanently or temporarily employed under section 8(2) of the *Independent Pricing and Regulatory Tribunal Act 1992*, excluding contract executives.
- 3.16 "Supervisor" means the immediate supervisor of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor, other than a person employed as a consultant or contractor.
- 3.17 "Tribunal" or "Employer" means the Independent Pricing and Regulatory Tribunal.
- 3.18 "Workplace" means the whole organisation or, as the case may be, a branch or section of the organisation that staff members are employed in.

4. Consultative Arrangements

- 4.1 The parties to this award shall through the established Joint Consultative Committee (JCC) encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.

5. Parties

- 5.1 The parties to this award are the Tribunal and the Association.

6. Work Environment

- 6.1 Occupational Health and Safety: Through the JCC, the parties to this award shall develop appropriate strategies to achieve and maintain an accident free and healthy workplace in accordance with the *Occupational Health and Safety Act 2000* and Regulations.

- 6.2 Equity in Employment: Through the JCC, the parties to this award shall review existing and new work practices and policies to achieve and maintain employment equity.
- 6.3 Harassment-Free Workplace: The parties to this award shall refrain from, and not be party to, any form of harassment in the workplace.

7. Grievance and Dispute Settling Procedures

- 7.1 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, if required.
- 7.2 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.
- 7.3 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 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.
- 7.4 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.
- 7.5 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.
- 7.6 This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 7.7 The Chief Executive Officer or the Association may refer the matter to mediation.
- 7.8 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.
- 7.9 A staff member, at any stage, may request to be represented by their Association.
- 7.10 The staff member or the Association 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.
- 7.11 The staff member, the Association and Tribunal shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 7.12 Whilst the procedures outlined in subclauses 7.1 to 7.11 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.
- 7.13 In a 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.

8. Hours of Work

- 8.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
- 8.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.

- 8.3 The ordinary hours of work are 35 hours per week averaged over a 12 week period.
- 8.4 The Tribunal may require a staff member to perform duty beyond the hours determined under 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:
- 8.4.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - 8.4.2 any risk to staff member health and safety;
 - 8.4.3 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;
 - 8.4.4 the notice (if any) given by the Tribunal regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours or;
 - 8.4.5 any other relevant matter.
- 8.5 IPART Officer H and I staff members shall not normally work more than ten hours in one day.
- 8.6 If IPART Officer H and I staff members work for an extended period they may take an appropriate period of time off with the Supervisor's prior approval.

9. Flexible Work Hours

- 9.1 This clause does not apply to IPART Officer H (year 2) and above (and where applicable Level 5).
- 9.2 Ordinary Hours -
- 9.2.1 The business hours of the Tribunal are from 8.30 a.m. to 5.00 p.m., Monday to Friday.
 - 9.2.2 Standard hours are 35 hours per week between 9.00 a.m. and 5.00 p.m., Monday to Friday.
 - 9.2.3 The daily normal contract hours of work for staff members are seven hours a day.
- 9.3 Settlement Period -
- 9.3.1 The settlement period is 12 weeks with contract hours of 420.
- 9.4 Bandwidth -
- 9.4.1 The standard bandwidth is Monday to Friday between 7.00 a.m. and 7.00 p.m. during which time normal work can be undertaken. This time shall be counted as accrued work time.
 - 9.4.2 Subject to agreement between the supervisor and a staff member(s) work undertaken outside the bandwidth is counted as accrued work time. Any work performed outside the bandwidth without prior approval of the supervisor shall not count as accrued work time.
 - 9.4.3 Staff members directed to undertake work prior to 7.30 a.m. or after 6.00 p.m., are entitled to overtime.
 - 9.4.4 The standard bandwidth may be varied by agreement between the appropriate supervisor and staff member to suit operational needs or to assist with care responsibilities or other needs.

9.5 Coretime -

9.5.1 Standard core time is between 9.30 a.m. and 3.30 p.m. This is the period of the working day when all staff members are required to be on duty unless on a lunch break or approved leave.

9.5.2 In normal circumstances, staff members commencing duty after or ceasing duty before core time, must apply for an appropriate amount of leave in quarter day increments.

9.5.3 In exceptional circumstances, staff members may commence work after standard core time, or cease duty before the end of coretime, provided they notify their supervisor as soon as possible.

9.6 Lunch and Meal Breaks -

9.6.1 Staff members shall be entitled to a meal break of one hour, however, a minimum meal break of 30 minutes shall be taken.

9.6.2 A meal break up to a maximum of two and a half hours may be taken between midday and 2.30 p.m. The supervisor's prior approval is required for a meal break in excess of one hour.

9.6.3 Staff members shall be required to take a meal break not more than five hours after commencing work, or before 2.00 p.m., whichever is the earlier.

9.7 Hours Worked -

9.7.1 Staff members may choose their daily starting and finishing times within the bandwidth subject to core time provisions, supervisor's approval and the availability of work.

9.7.2 The Chief Executive Officer or nominee may direct staff members to work seven hours on a specified day also nominating starting and finishing times within the bandwidth on that day.

9.7.3 Staff members shall not normally work more than ten hours per day.

9.8 Conditions for Flexi Leave -

9.8.1 Staff members must have the supervisor's approval prior to taking flexi leave. Requests for flexi leave shall not be unreasonably refused. the Tribunal 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 flexi leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth.

9.8.2 The Chief Executive Officer or nominee may direct a staff member to work standard hours where the staff member is not observing work hours arrangements established under this award or any associated administrative instructions.

9.8.3 Where staff members give notice of resignation or retirement they, in consultation with the Supervisor, shall take all reasonable steps to eliminate additional flexi leave, credit or debit hours.

9.8.4 Where staff members have accumulated debit hours at the completion of the last day of service, any monies owing shall be debited accordingly by the forfeiture of annual leave. If a staff member has no annual leave to credit at the last day of service, their salary shall be adjusted accordingly.

9.9 Flexi Leave -

9.9.1 Where gainful work is available, staff members can accrue work time in excess of seven hours per day.

- 9.9.2 With the supervisor's approval staff members can take up to six days flexi leave in any settlement period either as full days, half days or combinations thereof. Flexi leave may be taken on consecutive days.
- 9.9.3 A half day flex can only be taken where three and a half hours have been worked by staff members during the bandwidth either immediately before or after the half day.
- 9.9.4 During peak periods where it is not possible to take flexi leave, staff members may carry forward credit hours worked to the next settlement period.
- 9.9.5 Staff members may carry forward up to 42 hours credit to the next settlement period. Hours in excess of this amount are forfeited.
- 9.9.6 In exceptional circumstances the 42 hour limit can be exceeded and the additional time carried forward to the next period on the condition the supervisor and staff members agree to a strategy to ensure staff members reduce their time to less than 462 hours.
- 9.9.7 Staff members may carry forward up to 14 hours debit to the next settlement period.
- 9.9.8 Any hours below 406 hours shall require the submission of an application form for recreation leave to cover the shortfall (where there is no annual leave to credit, leave without pay is to be taken).
- 9.10 Banking Hours -
- 9.10.1 Staff members may bank up to a maximum of six flexi days in each settlement period.
- 9.10.2 This maximum entitlement of six days in each settlement period is to be reduced by the number of flexi days taken during that settlement period. Any remaining credit hours may be added to the normal flexi credit.
- 9.10.3 A maximum of 12 days may be banked over four consecutive settlement periods, with a maximum balance of 12 days at any one time.
- 9.10.4 A banked day is equivalent to seven hours.
- 9.10.5 Banked days may be taken with other forms of leave including flexi leave and by agreement, can be taken in quantities ranging from one half day to 12 days.
- 9.10.6 All banked days to be taken as leave must be agreed to beforehand between supervisor and staff members.
- 9.10.7 Banked flex days shall be payable on termination. Any flex credit at the date of termination is not payable.
- 9.11 Natural Emergencies and Major Transport Disruptions -
- 9.11.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 9.11.1.1 apply to vary the working hours as provided in the flexible work hours clause of this award; and/or
- 9.11.1.2 negotiate an alternative working location with the Tribunal; and/or
- 9.11.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

10. Part Time Work

- 10.1 Staff members engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the requirements of the *Industrial Relations Act 1996*.

11. Part Year Employment

- 11.1 The Chief Executive Officer or nominee may grant staff members part-year employment by approving a number of weeks unpaid leave per year under current LWOP provisions.
- 11.2 This allows staff members to work an agreed number of weeks per year, with an agreed number of weeks unpaid leave and annual leave on a pro-rata basis.

12. Part Time Leave Without Pay

- 12.1 The Chief Executive Officer or nominee may approve part time leave without pay (LWOP) for full-time staff members for a limited period of time.

13. Salaries

- 13.1 The salary ranges prescribed by this award are as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 13.2 The transitional salary ranges prescribed by this award are as set out in Table 2 - Salaries - Transitional Arrangements.
- 13.3 The salaries in Table 1 and Table 2 provide salary increases as follows:
- 13.3.1 4% from the first full pay period on or after 1 July 2008;
 - 13.3.2 4% from the first full pay period on or after 1 July 2009;
 - 13.3.3 4% from the first full pay period on or after 1 July 2010.

14. Salary Progression

- 14.1 Performance Enhancement System
- 14.1.1 Formal appraisal under the Tribunal's Performance Enhancement System (PES) shall be used to assess incremental progression to the next salary point within each level.
 - 14.1.2 The salary and performance of each staff member shall normally be reviewed annually on the anniversary of the appointment to their current position.
 - 14.1.3 In special circumstances, additional formal appraisals may be completed within the annual cycle.
- 14.2 Accelerated Progression: A staff member who performs exceptionally (as determined by PES appraisals) may be recommended to the Chief Executive Officer for accelerated progression through the salary points within the Levels as set out in Table 1 - Salaries and Table 2 - Salaries - Transitional Arrangements of Part B, Monetary Rates.
- 14.3 Transitional Arrangements: In accordance with the transitional arrangements of the former Crown Employees (Independent Pricing and Regulatory Tribunal 2006) Award published 28 July 2006 (360 IG 264) staff members who are grand-parented under Table 2 - Salaries - Transitional Arrangements of this award shall retain their increment dates and continue to have their incremental progression apply in accordance with the PES whilst they substantively occupy their position.

15. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 15.1 The entitlement to salary package in accordance with this clause is available to:
- 15.1.1 permanent full-time and part-time employees;
 - 15.1.2 temporary employees, subject to the Tribunal's convenience; and
 - 15.1.3 casual employees, subject to the Tribunal's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 15.7.
- 15.2 For the purposes of this clause:
- 15.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 13, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 15.2.2 "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.
- 15.3 By mutual agreement with the Tribunal, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 15.3.1 a benefit or benefits selected from those approved by the Tribunal; and
 - 15.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Tribunal for the benefit provided to or in respect of the employee in accordance with such agreement.
- 15.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 15.5 The agreement shall be known as a Salary Packaging Agreement.
- 15.6 Except in accordance with subclause 15.8, 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 Tribunal at the time of signing the Salary Packaging Agreement.
- 15.7 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:
- 15.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 15.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 15.7.3 subject to the Tribunal's agreement, paid into another complying superannuation fund.
- 15.8 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.
- 15.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 15.9.1 *Police Regulation (Superannuation) Act 1906*;

15.9.2 *Superannuation Act 1916*;

15.9.3 *State Authorities Superannuation Act 1987*; or

15.9.4 *State Authorities Non-contributory Superannuation Act 1987*,

the Tribunal 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.

15.10 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 15.9 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.

15.11 Where the employee makes an election to salary package:

15.11.1 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

15.11.2 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 13, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

15.12 The Tribunal may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

15.13 The Tribunal will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

16. Appointment and Promotion

16.1 The Chief Executive Officer or nominee may appoint or promote a person to any salary that is within the salary range.

16.2 In determining commencing salary regard shall be given to:

16.2.1 The person's skills, experience and qualifications;

16.2.2 The salary rate required to attract the person; and

16.2.3 The remuneration of existing staff members performing similar work.

16.3 On appointment or promotion, a staff member shall be advised of their commencing salary rate and of any salary increments to which they may have access.

16.4 New staff members appointed to positions at the Tribunal shall be in the first instance appointed on a probationary basis for a period up to 6 months.

- 16.5 The probation period may be varied or waived at the discretion of the Chief Executive Officer or nominee.
- 16.6 Promotion for staff members who are grand-parented under Table 2 - Salaries - Transitional Arrangements of this award will be to positions classified under Table 1 - Salaries of this award.

17. Allowances

17.1 Meal Allowances

- 17.1.1 The meal allowances provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

17.2 Higher Duties Allowance

- 17.2.1 Staff members directed to perform the duties of a higher position for at least five (5) consecutive working days shall be paid an allowance.

- 17.2.2 The Chief Executive Officer or nominee shall determine the amount of the allowance.

17.3 Travel Allowances - Conditions

- 17.3.1 The travel allowances provisions as set out in the clauses in Section 3 - Travel Arrangements of the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

17.4 First Aid Allowance

- 17.4.1 The first aid allowance provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

- 17.4.2 Adequate first aid outfits shall be provided, maintained and placed under the control of nominated staff members possessing first aid qualifications.

17.5 Recruitment and Retention Allowance

- 17.5.1 The Chief Executive Officer may pay a recruitment and retention allowance to eligible IPART Officer H and I staff members (and where applicable Level 5).

- 17.5.1.1 The allowance plus salary shall not exceed the maximum of the equivalent salary of a Grade 3 Year 2 Senior Officer as set out in the Crown Employees (Senior Officers Salaries) Award 2007 as varied and subject to the operation of subparagraph 17.5.1.2 below.

- 17.5.1.2 Where it is deemed appropriate, the Chief Executive Officer shall consult to the point of agreement with the Director-General, Department of Premier and Cabinet, before approving payment of a higher allowance than that prescribed in subparagraph 17.5.1.1 above.

- 17.5.2 The Chief Executive Officer may pay a recruitment and retention allowance to eligible IPART Officer G staff members (and where applicable Level 4).

- 17.5.2.1 The allowance plus salary shall not exceed the maximum of the equivalent salary of IPART Office H Year 1 as set out in Table 1 Salaries of this award.

18. Union Consultation, Access and Activities

- 18.1 The provisions for union consultation, access and activities as set out in Section 5 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, including consultation and technological change and union deductions, shall apply.

19. Extended Leave

- 19.1 The extended leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

20. Family and Community Service Leave

- 20.1 The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.
- 20.2 The personal carer's leave provisions are contained in this clause and also in the Sick Leave clause of this award.

21. Leave Without Pay

- 21.1 The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

22. Military Leave

- 22.1 The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

23. Religious Or Cultural Observations

- 23.1 The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

24. Parental Leave

- 24.1 Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

25. Purchased Leave

- 25.1 The Chief Executive Officer or nominee may approve an application by a staff member for the purchase of additional leave in accordance with the Tribunal's policy.

26. Recreation Leave

- 26.1 The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

27. Annual Leave Loading

- 27.1 The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply, however, no restrictions on salary paid to staff members shall apply.

28. Sick Leave

- 28.1 The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply. Further:
- 28.1.1 Staff members absent from duty because of illness or incapacity shall, where possible, report the absence not later than one hour after their normal commencing time.
- 28.1.2 In exceptional circumstances and on a case by case basis, the Chief Executive Officer or nominee, may grant staff members paid special sick leave or allow the leave to be taken on a half pay basis, including leave to be taken on half pay during extended periods of absence.

29. Special Leave

- 29.1 Special leave is paid leave which applies to activities not regarded as being on duty and which are not covered by other forms of leave.
- 29.2 The Chief Executive Officer or nominee may grant special leave in accordance with the provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, in the following situations:
- 29.2.1 Jury service.
- 29.2.2 Witness at court - official capacity.
- 29.2.3 Witness at court - other than in official capacity - Crown witness.
- 29.2.4 Called as a witness in a private capacity.
- 29.2.5 Examinations.
- 29.2.6 Association activities.
- 29.2.7 Return home when temporarily living away from home.
- 29.2.8 Return home when transferred to new location.
- 29.3 In addition to the provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, special leave may be granted for the following situations:
- 29.3.1 Volunteers of recognised organisations (five days in any period of 12 months).
- 29.3.2 First aid training and retraining.
- 29.3.3 Attend retirement preparation seminars (two days).
- 29.3.4 Meetings for financial members of professional or learned societies (up to five days).
- 29.3.5 Competitors or officials at the Commonwealth or Olympic/Paralympic Games (up to four weeks).
- 29.4 Any other circumstance applied for by staff members as special leave, that is not covered by this clause may be granted by the Chief Executive Officer or nominee on a case by case basis.

30. Study Leave

- 30.1 Study leave for full-time study may be granted to assist staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours.

- 30.2 Study leave may be granted for studies at any level, including undergraduate study.
- 30.3 The grant for study leave is entirely at the discretion of the Chief Executive Officer or nominee in accordance with this clause and is dependent on the availability of Tribunal funds and the relevance and value of the studies to the Tribunal.
- 30.4 Study leave is granted to staff members as leave without pay with financial assistance at the rate of:
- 30.4.1 full pay for studies which are directly relevant to the functions of the Tribunal and can be demonstrated to directly improve the efficiency or effectiveness of the Tribunal; or
 - 30.4.2 half pay for studies that are of appreciable benefit to the efficiency or effectiveness of the Tribunal.
- 30.5 Studies are considered directly relevant to the efficiency or effectiveness of the Tribunal when:
- 30.5.1 the studies relate directly to the staff member's functions and are necessary to enable these to be carried out effectively;
 - 30.5.2 the studies involve research, the results of which are likely to have a significant impact on the Tribunal's operations;
 - 30.5.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
 - 30.5.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes, and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.6 Studies are considered to be of appreciable benefit to the efficiency or effectiveness of the Tribunal when:
- 30.6.1 the studies relate to the staff member's likely future duties and are necessary to enable these to be carried out effectively;
 - 30.6.2 the studies involve research, the results of which are likely to have an impact on the Tribunal's operations;
 - 30.6.3 the staff member would gain skills and knowledge, which are required by the Tribunal;
 - 30.6.4 the studies would assist the Tribunal to meet EEO objectives or other special purposes and the skills and knowledge gained would contribute to improvements in effectiveness and efficiency.
- 30.7 An applicant may be granted leave without pay instead of study leave if the Tribunal considers that:
- 30.7.1 the studies proposed are neither directly relevant, nor of appreciable benefit to the effectiveness or efficiency of the Tribunal; or
 - 30.7.2 financial constraints preclude the grant of study leave; or
 - 30.7.3 while the studies proposed are relevant, a scholarship or award won by the applicant provides financial support equivalent to full or half salary.
- 30.8 When study leave is granted a "cost-to-the-State" bond must be undertaken by the staff member. The bond requires after-service of:
- 30.8.1 twice the period of study leave granted where financial assistance is at the level of full pay
 - 30.8.2 the same period of study leave granted where financial assistance is at the level of half pay.

- 30.9 If the after-service is not completed, the bond requires the staff member to reimburse salary paid for the period of study leave as well as the value of any incremental progression or leave accrued during the period.

31. Staff Development

- 31.1 The provisions relating to staff development and training activities as set out in Tribunal's Staff Development Policy shall apply.

32. Study Time

- 32.1 Study time is available to develop the skills and versatility of staff members in accordance with this clause and may be granted at the discretion of Chief Executive Officer or nominee.
- 32.2 It shall not be granted to staff members to attend a course organised essentially for full time students or which, in later stages, requires full time attendance.
- 32.3 Study time may be granted at full pay to staff members who are studying on a part-time basis.
- 32.4 Study time may be used for:
- 32.4.1 attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 32.4.2 necessary travel during working hours to attend lectures, tutorials etc. held during or outside working hours; and/or
 - 32.4.3 private study; and/or
 - 32.4.4 accumulation, as outlined in subclause 32.17 of this clause.
- 32.5 Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week.
- 32.6 Where this grant is insufficient to cover essential absences, the necessary extra time can be granted.
- 32.7 Study time granted in excess of four hours per week must be made up.
- 32.8 Staff members who take study time on any particular day must work the contract hours on that day. For example, a staff member who is entitled to two hours study time on a Wednesday afternoon must ensure that they work five hours before proceeding on study time.
- 32.9 A half-day flexi leave or a half-day annual leave may be combined with a half-day study time to cover a full day's absence from duty.
- 32.10 Where staff members have less than a half-day study time and wish to be absent for a full day, they may take annual leave for the remainder of the day.
- 32.11 Study time is not to be taken in any week when classes are not attended.
- 32.12 If a staff member attends more than one class, the weekly study time should be reduced correspondingly, when one of those classes is not attended.
- 32.13 Study time is an expendable grant, which if not used at the nominated time, is lost.
- 32.14 If an emergency situation occurs, a staff member may have to give up their normal study time. If circumstances allow, however, such time may be granted on another day during the same week.

- 32.15 Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the staff member's control.
- 32.16 Staff members attending repeat subjects during working hours, for which study time has not been granted, must make up all time taken off in attending those subjects.
- 32.17 Subject to Tribunal convenience -
- 32.17.1 Staff members may choose to accumulate part or all of their study time.
- 32.17.2 Accumulated study time may be taken in any pattern or at any time.
- 32.18 Correspondence students are granted study time in the manner outlined in subclause 32.8 of this clause, that is, half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of four hours per week.
- 32.19 Where there is no corresponding face-to-face course, the institution will be asked to indicate the attendance requirements if such a course existed.
- 32.20 Correspondence students may accumulate their study time as outlined in subclause 32.17 of this clause, in order to cover any compulsory residential schools.
- 32.21 Block periods of study time may be granted to staff members in relation to the research and thesis component of: higher degrees, qualifying studies for admission to higher degrees; or Honours studies.
- 32.22 These block periods may be granted on the following basis:
- 32.22.1 Where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework, and ten days study time for the thesis/major project component;
- 32.22.2 For qualifying studies entirely by thesis the grant is ten days;
- 32.22.3 For masters degree studies by research and thesis only, the total grant is:
- 32.22.3.1 25 days for courses of two years minimum duration; and
- 32.22.3.2 35 days for courses of three years minimum duration.
- 32.22.4 For doctoral studies, the total grant for the course is 45 days.
- 32.23 Where a staff member is undertaking qualifying or higher degree studies by coursework only, normal study time is granted.

33. Reimbursement of Fees

- 33.1 Staff members undertaking approved part-time study or training shall be eligible for reimbursement of all or part of the fees (including HECS) and/or other compulsory charges.
- 33.2 The decision as to whether or not fees and/or other compulsory charges are approved in part or in full for reimbursement (and the method of reimbursement) is entirely at the discretion of the Chief Executive Officer or nominee.
- 33.3 Staff members applying for study time and/or reimbursement of fees and/or other compulsory charges shall, as soon as possible, be advised of which fees shall be reimbursed, how they shall be reimbursed, and the amount of study time to be approved. This will enable staff members to make a decision as to whether the study can be undertaken.

- 33.4 When determining the amount of reimbursement, the Chief Executive Officer or nominee shall consider:
- 33.4.1 the skill requirements of the Tribunal;
 - 33.4.2 whether or not the expenditure is justified in terms of the Tribunal's objectives and targets; and
 - 33.4.3 the availability of funds.
- 33.5 Reimbursement of approved fees and/or other compulsory charges shall be made on production of evidence of such expenditure, and subject to satisfactory completion of the course or stage.
- 33.6 To be eligible for reimbursement of approved fees and/or other compulsory charges staff members applying must have been employed by the Tribunal for the majority of the academic period in question and be employed at the time of making the application.

34. Overtime

- 34.1 The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply, however:
- 34.1.1 Staff members directed to work overtime, up to and including IPART Officer G (and where applicable up to and including Level 4), shall be paid overtime at their current salary, or salary and allowance in the nature of salary.
 - 34.1.2 Such overtime shall be approved in advance by the Chief Executive Officer or nominee.
 - 34.1.3 The payment of overtime shall not apply to IPART Officer H and I (and where applicable Level 5).

35. Public Holidays

- 35.1 The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009 or an award replacing it, shall apply.

36. Job Sharing

- 36.1 The Chief Executive Officer or nominee may approve implementation of job-sharing arrangements.
- 36.2 Job sharing is a voluntary arrangement in which one job is shared amongst staff members working on a part-time basis.
- 36.3 Job sharers may be employed on a part-time basis or may be full-time staff members on part-time leave without pay.

37. Work from Home

- 37.1 The Chief Executive Officer or nominee may approve applications by staff members to work from home on a temporary, fixed term, or regular basis.
- 37.2 Approval may be granted where a family member requires care or where a project or report requires urgent completion that would be assisted by working from home.
- 37.3 Generally, working from home shall be granted where the Chief Executive Officer or nominee and staff member are in agreement that:
- 37.3.1 appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff members;

- 37.3.2 the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
- 37.3.3 the home environment or circumstances will not prevent the staff members from completing an amount of work equivalent to what would normally be completed in the office environment; and
- 37.3.4 the staff member is available for telephone consultation and where possible available to return to the office at short notice.
- 37.4 All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.
- 37.5 Where appropriate, facilities and equipment shall be provided to enable staff members to work at home.

38. Unsatisfactory Performance, Misconduct Or Serious Offence

- 38.1 Where situations arise in relation to unsatisfactory performance, misconduct or serious offence they shall be dealt with in accordance with the Tribunal's policy.

39. Termination of Employment

- 39.1 The staff member shall give two (2) weeks notice prior to resignation of employment.
- 39.2 The Tribunal shall give two (2) weeks notice or payment in lieu of notice to staff members prior to termination of employment.
- 39.3 In cases of serious or wilful misconduct the Chief Executive Officer or nominee may waive notice and no payment in lieu shall be due to staff members.

40. Managing Excess Staff

- 40.1 Where changes result in staff members becoming excess, the arrangements for managing such staff members shall be in accordance with the NSW Government public sector "Managing Excess Staff" policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

41. Secure Employment - Casual Conversion

- 41.1 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.
- 41.2 Casual Conversion
- 41.2.1 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 clause.
- 41.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.
- 41.2.3 Any casual employee who has a right to elect under paragraph 41.2.1 upon receiving notice under paragraph 41.2.2 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.

- 41.2.4 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.
- 41.2.5 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.
- 41.2.6 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.
- 41.2.7 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.
- 41.2.8 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 41.2.3 the employer and employee shall, in accordance with this paragraph, and subject to paragraph 41.2.3 discuss and agree upon:
- 41.2.8.1 whether the employee will convert to full-time or part-time employment; and
- 41.2.8.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- 41.2.9 Following an agreement being reached pursuant to paragraph 41.2.8 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.
- 41.2.10 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

42. Secure Employment - Occupational Health & Safety

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

- 42.1.1 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.

- 42.1.2 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.
- 42.2 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):
- 42.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 42.2.2 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;
- 42.2.3 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
- 42.2.4 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.
- 42.3 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*.
- 42.4 Disputes Regarding the Application of this Clause
- 42.4.1 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.
- 42.5 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.

43. Anti-Discrimination

- 43.1 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.
- 43.2 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.
- 43.3 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.
- 43.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 43.4.2 offering or providing junior rates of pay to persons under 21 years of age;

- 43.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 43.5 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.
- 43.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 43.5.2 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."

44. No Extra Claims

- 44.1 The pay increases under clause 13, Salaries of this award are provided on the basis that the parties agree that there will be no further claims for changes to salaries, rates of pay or allowances for the period 1 July 2008 to 30 June 2011.

45. Savings of Rights

- 45.1 No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

46. Relationship to Other Awards

- 46.1 This award shall be varied to give effect to any salary increase or other benefits received by the public service as a result of a variation to the Crown Employees (Public Sector - Salaries 2008) Award or an award replacing it.
- 46.2 This award shall be promptly reviewed in light of any variation to the Crown Employees (Public Service Conditions of Employment 2009) Award, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.
- 46.3 Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment 2009) Award as varied, the arrangements in this award shall prevail.

47. Area, Incidence and Duration

- 47.1 This award applies to staff members of the Independent Pricing and Regulatory Tribunal as defined in clause 3, Definitions of this award.
- 47.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996*, and rescinds and replaces the Crown Employees (Independent Pricing and Regulatory Tribunal 2006) Award published 28 July 2006 (360 I.G. 264) and all variations thereof.
- 47.3 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 from 29 June 2009.
- 47.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**MONETARY RATES****48. Table 1 - Salaries**

Salary rates apply from the first full pay period to commence on or after the dates in the column headings:

		1 July 2007 per annum \$	1 July 2008 per annum \$	1 July 2009 per annum \$	1 July 2010 per annum \$
IPART Officer A	Year 1	40,495	42,115	43,799	45,551
	Year 2	43,307	45,039	46,841	48,714
	Year 3	46,119	47,964	49,882	51,878
IPART Officer B	Year 1	49,494	51,474	53,533	55,674
	Year 2	52,306	54,398	56,574	58,837
	Year 3	55,118	57,323	59,616	62,000
IPART Officer C	Year 1	59,055	61,417	63,874	66,429
	Year 2	61,868	64,343	66,916	69,593
	Year 3	64,680	67,267	69,958	72,756
IPART Officer D	Year 1	69,179	71,946	74,824	77,817
	Year 2	71,991	74,871	77,865	80,980
	Year 3	74,803	77,795	80,907	84,143
IPART Officer E	Year 1	79,865	83,060	86,382	89,837
	Year 2	82,678	85,985	89,425	93,002
	Year 3	85,490	88,910	92,466	96,165
IPART Officer F	Year 1	91,114	94,759	98,549	102,491
	Year 2	93,926	97,683	101,590	105,654
	Year 3	96,738	100,608	104,632	108,817
IPART Officer G	Year 1	102,925	107,042	111,324	115,777
	Year 2	105,737	109,966	114,365	118,940
	Year 3	110,841	115,275	119,886	124,681
IPART Officer H	Year 1	115,299	119,911	124,707	129,696
	Year 2	118,111	122,835	127,749	132,859
	Year 3	120,923	125,760	130,790	136,022
IPART Officer I	Year 1	128,234	133,363	138,698	144,246
	Year 2	131,047	136,289	141,740	147,410
	Year 3	133,859	139,213	144,782	150,573

49. Table 2 - Salaries - Transitional Arrangements

Salary rates apply from the first full pay period to commence on or after the dates in the column headings:

Salary Level	Salary point	1 July 2007 per annum \$	1 July 2008 per annum \$	1 July 2009 per annum \$	1 July 2010 per annum \$
Level 1	Salary point 1	35,746	37,176	38,663	40,209
	Salary point 2	37,909	39,425	41,002	42,642
	Salary point 3	40,074	41,677	43,344	45,078
	Salary point 4	42,238	43,928	45,685	47,512

	Salary point 5	44,405	46,181	48,028	49,950
	Salary point 6	46,567	48,430	50,367	52,382
	Salary point 7	48,733	50,682	52,710	54,818
	Salary point 8	49,906	51,902	53,978	56,137
	Salary point 9	53,060	55,182	57,390	59,685
	Salary point 10	55,227	57,436	59,734	62,123
	Salary point 11	57,387	59,682	62,070	64,553
	Salary point 12	59,554	61,936	64,414	66,990
	Salary point 13	61,717	64,186	66,753	69,423
	Salary point 14	63,885	66,440	69,098	71,862
Level 2	Salary point 1	53,615	55,760	57,990	60,310
	Salary point 2	56,473	58,732	61,081	63,524
	Salary point 3	59,329	61,702	64,170	66,737
	Salary point 4	62,181	64,668	67,255	69,945
	Salary point 5	65,036	67,637	70,343	73,157
	Salary point 6	67,894	70,610	73,434	76,372
	Salary point 7	70,748	73,578	76,521	79,582
	Salary point 8	73,603	76,547	79,609	82,793
	Salary point 9	76,458	79,516	82,697	86,005
	Salary point 10	79,313	82,486	85,785	89,216
	Salary point 11	82,166	85,453	88,871	92,426
Level 3	Salary point 1	71,489	74,349	77,323	80,415
	Salary point 2	75,320	78,333	81,466	84,725
	Salary point 3	79,155	82,321	85,614	89,039
	Salary point 4	82,986	86,305	89,758	93,348
	Salary point 5	86,819	90,292	93,903	97,660
	Salary point 6	90,648	94,274	98,045	101,967
	Salary point 7	94,482	98,261	102,192	106,279
	Salary point 8	98,315	102,248	106,338	110,591
	Salary point 9	102,147	106,233	110,482	114,901
Level 4	Salary point 1	100,228	104,237	108,407	112,743
	Salary point 2	105,534	109,755	114,146	118,711
	Salary point 3	110,841	115,275	119,886	124,681
Level 5	Salary point 1	121,451	126,309	131,361	136,616
	Salary point 2	126,759	131,829	137,103	142,587
	Salary point 3	132,064	137,347	142,840	148,554

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (INDEPENDENT TRANSPORT SAFETY AND
RELIABILITY REGULATOR) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Transport Safety and Reliability Regulator.

(No. IRC 874 of 2009)

Before Commissioner Bishop

9 July 2009

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intent
4.	Work Environment
5.	Salaries and Grades
6.	Performance Development and Evaluation Scheme
7.	Working Hours and Overtime
8.	Overtime
9.	Recreation Leave
10.	Annual Leave Loading
11.	Sick Leave
12.	Family and Community Service Leave
13.	Leave Without Pay
14.	Military Leave
15.	Parental Leave
16.	Religious or Cultural Obligations
17.	Special Leave
18.	Extended Leave
19.	Public Holidays
20.	Workplace Flexibility
21.	Learning and Development
22.	Allowances
23.	Trade Union Activities
24.	Grievance and Dispute Resolution Procedure
25.	Anti-Discrimination
26.	Secure Employment - OHS
27.	No Extra Claims
28.	Area, Incidence and Duration

PART B**MONETARY RATES**

Schedule 1 - ITSRR Salaried Officers

Schedule 2 - ITSRR Senior Officers

2. Definitions

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "ITSRR" means the Independent Transport Safety and Reliability Regulator established by the *Transport Administration Act 1988*.
- (iii) "Staff" or "staff members" shall mean person(s) employed by ITSRR under Section 4B (3) of the *Public Sector Employment and Management Act 2002* (NSW) and covered by this Award.
- (iv) "Transferred staff" mean former State Rail Authority staff, former Rail Infrastructure Corporation staff, former Office of Co-ordinator General of Rail staff or former Ministry of Transport staff who were transferred to ITSRR on 1 January 2004 under Schedule 6 of the *Transport Administration Act 1988*.
- (v) Chief Executive means the Chief Executive of ITSRR or their nominee.

3. Intent

This award aims to consolidate, in the one document, the common conditions of employment of staff and to facilitate, as appropriate, greater flexibility in the workplace.

4. Work Environment

ITSRR is committed to fostering engagement of staff with the organisation and its values through the provision of:

- (i) interesting work;
- (ii) effective communication that establishes clear performance expectations and feedback on performance;
- (iii) provision of an harassment free, cooperative work environment where staff are treated with dignity and respect;
- (iv) employment conditions that support staff in balancing their work and home commitments;
- (v) support for learning and career development opportunities; and,
- (vi) maintaining accident-free and healthy workplace by:
 - (a) the development of policies and guidelines on occupational health, safety and rehabilitation;
 - (b) pursuing the objectives of the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001 by establishing agreed OHS consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured staff members.

5. Salaries and Grades

- (i) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.

- (ii) The salaries prescribed in Part B incorporate an increase of 4% to salaries payable with effect from the first full pay period to commence on or after 1 July 2008 for existing staff who were employed as at that date and for staff employed after that date from the date they commenced employment.
- (iii) There will be:
 - (a) A further 4% to salaries paid under subclause (ii) of this clause, payable with effect from the first full pay period to commence on or after 1 July 2009.
 - (b) A further 4% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2010.
 - (c) No further staff shall be classified as Grade 9 under this Award.
 - (d) ITSRR and staff member(s) can agree to salary sacrifice arrangements.

6. Performance Development and Evaluation Scheme (PDES)

- (i) All staff are required to participate in the PDES.
- (ii) Incremental progression in salary is subject to obtaining a satisfactory rating under the PDES at prior 6 monthly or annual performance feedback session.
- (iii) ITSRR is committed to ensuring that PDES is implemented for all staff and that reviews are conducted as scheduled, so that staff are not disadvantaged for incremental progression by any delay.
- (iv) ITSRR is committed to supporting learning and development opportunities that are aligned to ITSRR's Learning and Development strategies and are agreed and documented through the PDES.

7. Working Hours and Overtime

- (i) Ordinary hours of work are currently determined as 35 hours per week.
- (ii) Where staff work under a flexitime arrangement work hours are averaged over a 4 week period.
- (iii) The Chief Executive may require a staff member to perform duty beyond the hours 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:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member's health and safety,
 - (c) 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,
 - (d) the notice (if any) given by the Chief Executive regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

8. Overtime

- (i) The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

- (ii) Such overtime shall be approved in advance by the Chief Executive Officer.

9. Recreation Leave

The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

10. Annual Leave Loading

The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

11. Sick Leave

The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

12. Family and Community Service Leave

The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

13. Leave Without Pay

The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

14. Military Leave

The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

15. Parental Leave

Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

16. Religious Or Cultural Obligations

The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Award, as varied.

17. Special Leave

The Special Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

18. Extended Leave

- (i) General

Extended leave for employees is provided for by Schedule 5 of the *Transport Administration Act 1988*.

- (ii) Extended Leave Entitlements

- (a) A staff member who has completed 10 years of continuous service with ITSRR or as recognised in accordance with paragraph (e) of this subclause is entitled to extended leave of:

- (1) 44 working days at full pay, or

- (2) 88 working days at half pay, or
 - (3) 22 working days at double pay.
 - (b) For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days extended leave.
 - (c) Staff members who have completed at least 7 years of continuous service are entitled to access the extended leave accrual indicated in paragraph (a) of this subclause on a pro rata basis of 4.4 working days per completed year of service.
 - (d) Staff members who are employed part-time are entitled to extended leave on the same basis as that applying to a full-time employee but payment for the leave is calculated on a pro rata basis.
 - (e) Continuous service with other NSW government bodies will be recognised by ITSRR in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (NSW).
 - (f) Nothing in paragraph (e) of this subclause entitles a staff member to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.
- (iii) Payment and Taking of Extended Leave
- (a) Subject to ITSRR approval, extended leave may be taken:
 - (1) at a time convenient to the ITSRR;
 - (2) for a minimum period of one hour;
 - (3) at full pay, half pay or double pay.
 - (b) Payments will be increased to reflect any increment action a staff member becomes eligible for while absent on extended leave.
- (iv) Payment or Transfer of Extended Leave on Termination
- (a) A staff member who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
 - (b) Staff members who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (1) by ITSRR for any reason other than serious and intentional misconduct;
 - (2) by the staff member in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (c) on retirement.

19. Public Holidays

The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

20. Workplace Flexibility

- (i) ITSRR is committed to providing flexibility in regard to work hours.

- (ii) Approval can be given by the Chief Executive for staff to change to part-time work hours on a permanent or temporary basis.
- (iii) Approval can be given by the Chief Executive for staff to work from home on a temporary, fixed term or regular basis. Such approval is subject to:
 - (a) appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff;
 - (b) the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - (c) the home environment or circumstances will not prevent staff from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - (d) staff are available for telephone consultation and where possible available to return to the office at short notice.
- (iv) All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.
- (v) Where appropriate, facilities and equipment shall be provided to enable staff to work at home.
- (vi) Approval can be given by the Chief Executive for staff to take recreation leave at half pay.
- (vii) Approval can be given by the Chief Executive to staff member requests to purchase additional leave. The purchased leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.
- (viii) Approval can be given for staff to use leave without pay to phase-in their retirement.

21. Learning and Development

Learning and development, including study leave, provisions as set out clause 85, Staff Development and Training Activities and clause 86, Study Assistance of the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

22. Allowances

Allowances as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

23. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, including consultation and technological change and union deductions, shall apply.

24. Grievance and Dispute Resolution Procedure

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- (ii) 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.

- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management or the Executive Director Corporate Services and Planning.
- (iv) This 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 attention.
- (v) 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- (vi) The Chief Executive Officer or the Association may refer the matter to mediation.
- (vii) 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.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and ITSRR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) 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. In a 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.

25. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer, including breast feeding.
- (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 person 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

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

26. Secure Employment - OHS

- (i) Occupational Health and Safety
 - (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (c) Nothing in this subclause (i) 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*.

(ii) 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.

- (iii) 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.

27. No Extra Claims

The pay increases under this Award are provided on the basis of a commitment that there shall be no further claims for changes to salaries, rates of pay or allowances during the nominal term of this Award.

28. Area, Incidence and Duration

- (i) This Award shall apply to staff of ITSRR employed in the classifications set out in Part B, Monetary Rates of this Award.
- (ii) This Award shall apply to the total exclusion of any other industrial instrument, except where specified in this Award.
- (iii) The Award varies all terms and conditions of employment of transferred staff so that the terms and conditions, save and except for any entitlement to travel passes, are limited to those terms and conditions of employment provided in this Award.
- (iv) This Award shall take effect on and from 9 July 2009 and shall remain in force until 30 June 2011.

PART B

MONETARY RATES

Schedule 1 - ITSRR Salaried Officers

GRADE		Rate 1.07.07 \$	Rate 1.07.08 \$	Rate 1.07.09 \$	Rate 1.07.10 \$
1	1st Year	35,217	36,626	38,091	39,614
1	2nd Year	36,445	37,903	39,419	40,996
1	3rd Year	37,720	39,229	40,798	42,430
1	4th Year	39,040	40,602	42,226	43,915
2	1st Year	40,409	42,025	43,706	45,455
2	2nd Year	41,824	43,497	45,237	47,046
2	3rd Year	43,285	45,016	46,817	48,690
2	4th Year	44,807	46,599	48,463	50,402
3	1st Year	46,370	48,225	50,154	52,160
3	2nd Year	47,993	49,913	51,909	53,986
3	3rd Year	49,672	51,659	53,725	55,874
3	4th Year	51,412	53,468	55,607	57,832
4	1st Year	53,214	55,343	57,556	59,859
4	2nd Year	55,073	57,276	59,567	61,950
4	3rd Year	57,003	59,283	61,654	64,121
4	4th Year	58,998	61,358	63,812	66,365
5	1st Year	61,140	63,586	66,129	68,774
5	2nd Year	63,199	65,727	68,356	71,090
5	3rd Year	65,542	68,164	70,890	73,726
5	4th Year	67,702	70,410	73,226	76,156
6	1st Year	70,072	72,875	75,790	78,821

6	2nd Year	72,526	75,427	78,444	81,582
6	3rd Year	75,060	78,062	81,185	84,432
6	4th Year	77,688	80,796	84,027	87,388
7	1st Year	80,407	83,623	86,968	90,447
7	2nd Year	83,222	86,551	90,013	93,613
7	3rd Year	86,135	89,580	93,164	96,890
7	4th Year	89,146	92,712	96,420	100,277
8	1st Year	92,270	95,961	99,799	103,791
8	2nd Year	95,499	99,319	103,292	107,423
8	3rd Year	101,471	105,530	109,751	114,141
8	4th Year	105,939	110,177	114,584	119,167
9*	1st Year	109,649	114,035	118,596	123,340
9*	2nd Year	115,538	120,160	124,966	129,965
9*	3rd Year	121,509	126,369	131,424	136,681
9*	4th Year	125,980	131,019	136,260	141,710

*Grade 9 is only applied to staff members classified in that grade as at 1 July 2008.

Schedule 2 - ITSRR Senior Officers

Grade		Rate 1.07.07 \$	Rate 1.07.08 \$	Rate 1.07.09 \$	Rate 1.07.10 \$
1	1st Year	118,519	123,260	128,190	133,318
1	2nd Year	127,706	132,814	138,127	143,652
2	1st Year	129,866	135,061	140,463	146,082
2	2nd Year	139,025	144,586	150,369	156,384
3	1st Year	143,677	149,424	155,401	161,617
3	2nd Year	157,714	164,023	170,583	177,407

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Nos. IRC 1535 of 2008 and 1150 of 2009)

Before Commissioner Bishop

11 August 2009

AWARD

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Clause No. Subject Matter

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MONETARY RATES

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2. Title

This award shall be known as the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

3. Definitions

- 3.1 Act means the *NSW Police Act 1990*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.
- 3.4 Agreement means an agreement referred to in section 86 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.5 Approved Course means a course relevant to the employment of the staff member in NSW Police Force or the Public Service approved by the Commissioner.
- 3.6 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.7 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.
- 3.8 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.9 Birth means the birth of a child and includes stillbirth.
- 3.10 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.11 Commissioner means the Commissioner of the NSW Police Force.
- 3.12 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.
- 3.13 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.14 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.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.
- 3.16 Director of Public Employment or DPE means the position of Director of Public Employment established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.
- 3.17 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.18 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2008, as amended from time to time.

- 3.19 Flexible Working Hours Agreement means the agreement outlined in clause 22, Flexible Working Hours of this award, applicable to staff members other than a shift worker.
- 3.20 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.
- 3.21 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.
- 3.22 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.23 Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 22 of this award.
- 3.24 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.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 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 for the job classification.
- 3.29 Half day means half the standard contract hours for the day.
- 3.30 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.31 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.32 Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 3.33 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.34 NSW Police Force means the NSW Police Force as established by the Act.
- 3.35 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 clause 12, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.36 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures 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.
- 3.37 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.38 On duty means the time required to be worked for the NSW Police Force. For the purposes of clause 53, Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by the NSW Police Force to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.39 On loan means an arrangement between the NSW Police Force and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the NSW Police Force for the staff member's salary and associated on-costs.
- 3.40 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.41 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 1 - Rates of Part B, Monetary Rates of this award.
- 3.42 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.
- 3.43 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.44 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.45 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.46 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.
- 3.47 Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.48 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.49 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.
- 3.50 Recall 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 working hours scheme.
- 3.51 Regulation means the Police Regulation 2008.

- 3.52 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.53 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.54 Rostered Day Off means, for the purposes of clause 23, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.55 Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the NSW Police Force and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.
- 3.56 Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 and 95A of the Police Act will comply with the provisions of Part 3.2 Staff Mobility of the *Public Sector Employment and Management Act 2002*.
- 3.57 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 Commissioner.
- 3.58 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.59 Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.60 Staff member means an officer or temporary employee as defined in the Act and unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 75, Parental Leave of this award, staff member means a female staff member.
- 3.61 Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.62 Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.63 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to the NSW Police Force and/or the public service.
- 3.64 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police Force and/or the public service, as defined in the *Public Sector Employment and Management Act 2002*.
- 3.65 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.66 Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.
- 3.67 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.

- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.72 Workplace Management means the Commissioner or any other person authorised by the Commissioner to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Parties to the Award

The parties to this award are:

The Commissioner of the NSW Police Force, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Commissioner and the Association.

6. Coverage

The provisions of this award shall apply to Administrative Officers and Temporary Employees (as specified in the award) as defined in the Act.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in the NSW Police Force, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police Force work requirements, are not forfeited.

8. Work Environment

- 8.1 Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within the NSW Police Force by:
- 8.1.1 the development of policies and guidelines for the NSW Police Force and, as and when appropriate on Occupational Health, Safety and Rehabilitation;
- 8.1.2 assisting to achieve the objectives of the *Occupational Health and Safety Act 2000* and the *Occupational Health and Safety Regulation 2001* by establishing agreed Occupational Health and Safety consultative arrangements within NSW Police Force work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within the NSW Police Force to achieve these objectives;

- 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
 - 8.1.5 directly involving the Commissioner in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Police Force is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of the NSW Police Force are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 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 NSW Police Force, if required.
- 9.2 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.
- 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner 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 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 Commissioner.
- 9.6 The Commissioner may refer the matter to the DPE for consideration.
- 9.7 If the matter remains unresolved, the Commissioner 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.
- 9.8 A staff member, at any stage, may request to be represented by the Association.
- 9.9 The staff member or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The staff member, Association, and the NSW Police Force shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 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.

SECTION 2 - SALARIES

10. Salaries

- 10.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 10.2 The salaries payable are prescribed in Table 1 - Rates of Pay.
- 10.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or any replacement award.
- 10.4 The salaries prescribed reflect increases of:
- 10.4.1 4% to salaries in Part B of this award, which are payable with effect from the first pay period to commence on or after 1 July 2008; and
- 10.4.2 a further 4% to salaries paid under paragraph 10.4.1 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2009;
- 10.4.3 a further 4% to salaries paid under paragraph 10.4.2 of this subclause, which are payable with effect from the first pay period to commence on or after 1 July 2010.
- 10.5 The salary increases referred to in subclause 10.4 of this clause, in so far as they apply from the first full pay period on or after 1 July 2008, shall only be paid to those staff members who are employed as at the date of the making of the Crown Employees (Public Sector - Salaries 2008) Award.
- 10.6 The following allowances are subject to adjustment in line with the salary increases:
- Community Language Allowance
First Aid Allowance
Flying Allowance
On-Call Allowance
Shift Allowances
- 10.7 In addition to the allowances listed in subclause 10.6 of this clause, any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

11. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 11.1 For the purposes of this clause "salary" means the salary or rate of pay prescribed for the staff member's classification by clause 10, Salaries, and Part B, to this award.
- 11.2 By mutual agreement with the Commissioner, a staff member may elect to package part or all of their salary in order to obtain:
- 11.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 11.2.2 a salary equal to the difference between the salary prescribed for the staff member by clause 10, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the staff member in accordance with such agreement.

- 11.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses 11.10 to 11.14 of this clause, may be up to one hundred (100) percent of the staff member's salary.
- 11.3.1 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, judgment debtor/garnishee orders, union fees, and health fund premiums.
- 11.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 11.5 The agreement shall be known as the Salary Packaging Agreement.
- 11.6 Except in accordance with subclauses 11.10 to 11.14 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 staff member and the Commissioner at the time of signing the Salary Packaging Agreement.
- 11.7 Where the staff member has elected to package part or all of their salary:
- 11.7.1 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
- 11.7.2 any allowance, penalty rate, payment for unused leave entitlements, weekly workers 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 the staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member under clause 10, Salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- 11.8 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- 11.9 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement immediately.
- 11.10 A staff member may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- 11.11 Where the staff member makes such an election, the staff member may elect to have the amount of salary sacrificed:
- 11.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 11.11.2 subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 11.12 Where the staff member makes an election in terms of subclause 11.10 of this clause, the NSW Police Force shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- 11.13 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where the staff member is a member of a superannuation scheme established under the:
- 11.13.1 *Police Regulation (Superannuation) Act 1906*;

- 11.13.2 *Superannuation Act 1916;*
- 11.13.3 *State Authorities Superannuation Act 1987;*
- 11.13.4 *State Authorities Non-contributory Superannuation Act 1987; or*
- 11.13.5 *First State Superannuation Act 1992,*

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause 11.10 of this clause is included in the staff member's superable salary which is notified to the SAS Trustee Corporations.

- 11.14 Where the staff member makes an election in terms of subclause 11.10 of this clause, and where, prior to electing to sacrifice a part or all of their salary to superannuation, a staff member had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 11.13 of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 3 - ATTENDANCE/HOURS OF WORK

12. Local Arrangements

- 12.1 Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of the NSW Police Force or part of the NSW Police Force in relation to any matter contained in the award.
- 12.2 All local arrangements negotiated between the Commissioner and the Association must:
- 12.2.1 be approved in writing by the Commissioner, and
 - 12.2.2 be approved in writing by the General Secretary of the Association, and
 - 12.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument, and
 - 12.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 12.3 Subject to the provisions of subclause 12.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 25, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 22, Flexible Working Hours of this award shall apply.
- 12.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 12.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

13. Working Hours

- 13.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the Commissioner in accordance with any direction of the DPE. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 13.2 The staff member in charge of a Command/division or branch of the NSW Police Force will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- 13.3 The Commissioner may require a staff member to perform duty beyond the hours determined under subclause 13.1 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:
- 13.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 13.3.2 any risk to staff member's health and safety
- 13.3.3 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,
- 13.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
- 13.3.5 any other relevant matter.
- 13.4 The application of hours of work is subject to the provisions of this clause.
- 13.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 13.6 The Commissioner shall ensure that all staff members employed in the NSW Police Force are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

14. Part-Time Employment

- 14.1 General
- 14.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
- 14.1.2 Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
- 14.1.3 A part-time staff member is to work contract hours less than full-time hours.
- 14.1.4 Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- 14.1.5 Before commencing part-time work, the Commissioner and the staff member must agree upon:
- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;

- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
- (c) the classification applying to the work to be performed;

14.1.6 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

14.1.7 Incremental progression for part-time staff members is the same as for full-time staff members, that is, part-time staff members receive an increment annually.

14.2 Additional hours

14.2.1 The NSW Police Force may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 22 of this award, or a Local Agreement made in accordance with clause 12 of this award, have the time worked credited as flex time.

14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 95, Rate of Payment for Overtime of this award.

15. 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, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

16. Meal Breaks

16.1 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:-

16.1.2 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

16.1.3 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 Commissioner and the Association to provide for payment of a penalty.

17. Variation of Hours

17.1 If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in the NSW Police Force because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

17.1.1 the variation does not adversely affect the operational requirements;

17.1.2 there is no reduction in the total number of daily hours to be worked;

- 17.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 17.1.4 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;
- 17.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- 17.1.6 ongoing arrangements are documented; and
- 17.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

18. Natural Emergencies and Major Transport Disruptions

- 18.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 18.1.1 apply to vary the working hours as provided in clause 17, Variation of Hours of this award and/or
 - 18.1.2 negotiate an alternative working location with the NSW Police Force; and/or
 - 18.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

19. Notification of Absence from Duty

- 19.1 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.
- 19.2 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 Commissioner, the amount representing the period of absence shall be deducted from the staff member's pay.

20. Public Holidays

- 20.1 Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - 20.1.1 a public holiday throughout the State; or
 - 20.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 20.1.3 a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- 20.2 A staff member, who is required by the Commissioner 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.
- 20.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

21. Standard Working Hours

- 21.1 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.

- 21.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time shall be made up as set out in subclause 21.4 of this clause.
- 21.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause 21.4 of this clause.
- 21.4 Making up of Time - The time taken off in circumstances outlined in subclauses 21.2 and 21.3 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 Commissioner.

22. Flexible Working Hours

22.1 Exclusions

Flexible working hours shall not apply to staff members who work shift work.

22.2 Statement of Intent

The Association, staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of staff members and the achievement of the organisation's goals. The Association, staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

22.3 Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

22.3.1 The convenience of the NSW Police Force in terms of:

- (a) the requirements of a particular work unit
- (b) the operational requirements of the NSW Police Force
- (c) the availability of work

22.3.2 The personal commitments and needs of the staff members.

22.4 General

22.4.1 The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forward from one settlement period to the next is 10 hours, except as otherwise specifically provided within subclause 22.17 of this clause. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.

22.4.2 All absences due to leave will be credited to a staff member's AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being recorded as AWT on the staff member's record of attendance and debited to the staff member's leave records maintained by the NSW Police Force. A full day absence is equivalent to 7 hours.

22.4.3 Absences due to industrial action will be managed in accordance with the provision of 6-21.7 of the New South Wales Government Personnel Handbook published by the Department of Premier and Cabinet on-line at www.dpc.nsw.gov.au.

22.4.4 Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours.

22.5 Definitions

"Accrued Work Time" is all time worked by the staff member (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all staff members may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by a staff member to be banked at the end of a settlement period.

"Core time" is the period during the day when all staff members are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that a staff member may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the staff member's Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Association and Unions NSW to promote, encourage and facilitate harmonious industrial relations between employers and staff members at the workplace or enterprise level.

22.6 Settlement Period and Ordinary Hours.

22.6.1 The settlement period is twelve weeks. (Previously 4 weeks).

22.6.2 Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.

22.6.3 Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

22.7 Bandwidth

22.7.1 The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.

22.7.2 By mutual agreement between a staff member and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the staff member may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case shall the agreed bandwidth exceed 12 hours.

22.7.3 If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.

22.8 Core Time

22.8.1 The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).

22.8.2 By mutual agreement between a staff member and their supervisor, a staff member may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.

22.8.3 As outlined at paragraph 22.9.6 of this clause, where staff members are directed as to commencing or concluding times, core time will be adjusted accordingly.

22.9 Hours Worked

- 22.9.1 A staff member may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours clause.
- 22.9.2 Where it appears work is not available, a staff member may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.
- 22.9.3 A staff member may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the NSW Police Force for the staff member to so work.
- 22.9.4 All staff members are entitled to work a minimum 7 hours on any day. A staff member cannot be directed to work less than 7 hours on any day. A staff member may be directed to work 7 hours on any day, Monday to Friday.
- 22.9.5 A staff member may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The staff member, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.
- 22.9.6 Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the NSW Police Force can demonstrate a need to provide a level of service between certain hours, staff members may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.
- 22.9.7 Staff members cannot be directed as to commencing or concluding times in accordance with paragraph 22.9.6 of this subclause until approval is granted to the business unit by the Manager, Industrial Relations Branch following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under paragraph 22.9.6 of this subclause may be raised with the Joint Consultative Committee.
- 22.9.8 Nothing in this clause shall prevent the NSW Police Force from requiring a staff member to revert to working standard hours where it is evident that the staff member is not observing the conditions of Flexible Working Hours.
- 22.9.9 Staff members may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.

22.10 Weekend Work

- 22.10.1 The purpose of this clause is to facilitate at the staff member's request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of subclause 22.14 of this clause. All work directed on weekends is to be paid in accordance with the provisions of subclause 22.14.
- 22.10.2 At the request of a staff member, and with the approval of their supervisor, a staff member may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).
- 22.10.3 With the approval of the supervisor, a staff member undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this clause.

- 22.10.4 Where a staff member undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, a staff member may absent themselves from duty for one day. If both Saturday and Sunday are worked, a staff member may absent themselves from duty for two days, which may be consecutive.
- 22.10.5 Absences under the clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.
- 22.10.6 Staff members who with the approval of their supervisor, are desirous of utilising the provisions of this clause are expected to agree on the application of all of the provisions of this clause before commencing work on a Saturday and/or Sunday.
- 22.11 Lunch Breaks and Meal Breaks
- 22.11.1 Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.
- 22.11.2 No staff member shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes
- 22.11.3 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)
- 22.11.4 With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm)
- 22.12 Flexitime and Banked Time Entitlements
- 22.12.1 All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of subclause 22.3 of this clause. The 6 Flex time days may be taken as either full days or half days or combinations thereof. A staff member does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for a staff member to have a credit balance when taking a Flex time day or days.
- 22.12.2 All staff may Bank time as "Banked" days subject to the provisions of paragraph 22.12.3 of this subclause. A "Banked" day is equivalent to 7 hours, and the staff member's AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to a staff member's AWT when a "Banked" day is utilised for leave.
- 22.12.3 A staff member may Bank time each settlement period on the following basis:
- (a) where the Staff member takes up to 6 Flex time days the bank is zero;
 - (b) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
 - (c) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;
 - (d) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
 - (e) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.

- 22.12.4 Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Staff members cannot accumulate more than 12 "Banked" days.
- 22.12.5 "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.
- 22.12.6 Subject to paragraph 22.12.3 of this subclause, relevant staff members and supervisors will make every effort to ensure that a situation does not arise where a staff member who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.
- 22.13 Accrual of Accrued Work Time (AWT)
- 22.13.1 All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards a staff member's Accrued Work Time (AWT).
- 22.13.2 A staff member should have a total 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, but does not include unused Banked Time.
- 22.13.3 Where AWT is less than 410 hours at the end of a settlement period, a staff member will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to paragraph 22.13.4 of this subclause, use up 3 "Banked" days to pay off debit hours. Where a staff member has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total. Where a staff member consistently totals 410 hours AWT or less at the end of settlement periods, the NSW Police Force may require the staff member to revert to standard hours.
- 22.13.4 A staff member with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1, 2 or 3 "Banked" days to pay off debit hours. Where a staff member uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of paragraph 22.13.3 of this subclause will apply.
- 22.13.5 A staff member is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
- 22.13.6 Where a staff member exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with paragraph 22.13.7 of this subclause, the hours in excess of 462 will be forfeited.
- 22.13.7 Subject to the provisions of paragraphs 22.12.2 and 22.12.3 of this clause, at the end of a settlement period, a staff member may convert the hours in excess of 420 into a "Banked" day or days.
- 22.13.8 A staff member with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 22.14 Work Outside the Standard or Agreed Bandwidth (Overtime)
- 22.14.1 The overtime provisions of this award will apply to work directed to be performed outside the standard or agreed bandwidth.
- 22.14.2 Application of overtime under Flexible Working Hours will be as follows:
- (a) If at the direction of the supervisor, a staff member works outside the standard or agreed bandwidth, overtime provisions will apply

- (b) At the direction of the supervisor, a staff member may be required to work overtime on a Monday to Friday, provided that the staff member has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.

22.15 Higher Duties Allowance

- 22.15.1 The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the NSW Police Force with regard to the payment of Higher Duties Allowance (HDA).
- 22.15.2 Where a staff member performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 22.15.3 Where a staff member performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
- 22.15.4 Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine a staff member's eligibility to claim an HDA.

22.16 Travelling on Official Business

- 22.16.1 Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.
- 22.16.2 Staff members shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of clause 27, Travelling Compensation of this award.

22.17 Disruption of Transport

- 22.17.1 Where a staff member is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
 - (a) The staff member may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (b) Where a staff member is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the staff member may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
 - (c) A staff member affected by transport disruption will not be debited recreation leave or leave without pay if the staff member has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the staff member must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.

22.18 Separation from the NSW Police Force

- 22.18.1 Where a staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".

- 22.18.2 Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such staff members. The provisions relating to Core time may be varied by the supervisor if necessary.
- 22.18.3 Staff members may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- 22.18.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that staff member will be adjusted accordingly.
- 22.18.5 Where despite the provisions of this clause, a staff member 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 staff member at the current salary rate. However, if requested by the staff member and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

22.19 Part-Time Staff Members

- 22.19.1 Part-time staff members may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time staff members but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- 22.19.2 A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.
- 22.19.3 Contract hours for a staff member working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- 22.19.4 Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- 22.19.5 A staff member who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- 22.19.6 A staff member who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with paragraph 22.19.4 of this subclause.

22.20 Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

23. Rostered Days Off for 38 Hour Week Workers

- 23.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.

- 23.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 23.2.1 Except as provided in paragraph 23.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- 23.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- 23.2.3 Exception - Notwithstanding the provisions of paragraph 23.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 23.3 In the event of unforeseen circumstances or NSW Police Force operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 23.4 Where seasonal or school vacation considerations affect NSW Police Force operations, rostered days off may be accrued and taken during a less active period.
- 23.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- 23.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

24. 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 Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 2.7 of the *Public Sector Employment and Management Act 2002*.

25. Flexible Work Practices

- 25.1 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 the Flexible Work Practices, Policy and Guidelines.
- 25.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

26. Existing Hours of Work Determinations

Any existing Determinations/Agreements, pursuant to sections 86 and 87 of the Act on local arrangements in respect of the hours of work which operated in the NSW Police Force as at the effective date of 9 October 2006 of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 published 1 December 2006 (361 I.G. 977), shall continue to apply until renegotiated.

SECTION 4 - TRAVEL ARRANGEMENTS

27. Travelling Compensation

- 27.1 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 NSW Police Force.
- 27.2 The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.

- 27.3 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.
- 27.4 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.
- 27.5 The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 27.6 Subject to subclause 27.14 of this clause, a staff member who is required by the Commissioner 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.
- 27.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 27.8 For the first 35 days, the payment shall be:
- 27.8.1 where the NSW Police Force elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 3 - Allowances of Part B Monetary Rates, and
 - (b) incidentals as set out in Item 3 of Table 3 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 27.8.2 where the NSW Police Force elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 3 - Allowances of Part B Monetary Rates and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the 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 3 - Allowances of Part B Monetary Rates.
- 27.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 27.10 Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 27.11 After the first 35 days - If a staff member is required by the Commissioner 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 3 - Allowances of Part B Monetary Rates.
- 27.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 27.11 of this clause, the NSW Police Force could make alternative arrangements for meeting the

additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.

- 27.13 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.
- 27.14 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.

28. Excess Travelling Time

- 28.1 Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:

28.1.1 Payment calculated in accordance with the provisions contained in this clause; or

28.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.

- 28.2 Compensation under paragraphs 28.1.1 or 28.1.2 of this clause, shall be subject to the following conditions:

28.2.1 On a non-working day - subject to the provisions of paragraphs 28.3.4, 28.3.5, 28.3.6 and 28.3.7 of this clause all time spent travelling on official business;

28.2.2 On a working day - subject to the provisions of subclause 28.3 of this clause, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.

- 28.3 Compensation for excess travelling time shall exclude the following:

28.3.1 Time normally taken for the periodic journey from home to headquarters and return;

28.3.2 Any periods of excess travel of less than 30 minutes on any one day;

28.3.3 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;

28.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.

28.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;

28.3.6 Working on board ship where meals and accommodation are provided;

28.3.7 Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;

28.3.8 time within the flex time bandwidth;

28.3.9 Travel overseas;

28.3.10 For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.

- 28.4 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:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- 28.5 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.
- 28.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 28.7 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.

29. 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 clause 28, Excess Travelling Time.

30. Meal Expenses on One-Day Journeys

- 30.1 A staff member who is authorised by the Commissioner 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 Item 1 - Allowances of Table 3 of Part B Monetary Rates for:-
- 30.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 30.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 30.1.3 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.

31. Restrictions on Payment of Travelling Allowances

- 31.1 An allowance under clause 27, Travelling Compensation is not payable in respect of:
- 31.1.1 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;
- 31.1.2 Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or
- 31.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 31.2 A staff member who is in receipt of an allowance under clause 27, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 31.2.1 When granted special leave to return to their residence at a weekend, for 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, or

31.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for 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.

32. Increase or Reduction in Payment of Travelling Allowances

32.1 Where the Commissioner is satisfied that a travelling allowance is:

32.1.1 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

32.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

33. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the staff member.

34. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. 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 Commissioner.

SECTION 5 - ALLOWANCES AND OTHER MATTERS

35. Camping Allowances

35.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-

35.1.1 In receipt of a camping equipment allowance under clause 39, Camping Equipment Allowance of this award; or

35.1.2 Provided with camping equipment by the NSW Police Force; or

35.1.3 Reimbursed by the NSW Police Force for the cost of hiring camping equipment.

35.2 When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:

35.2.1 The daily rate specified in Item 4 of Table 3 of Part B Monetary Rates for all expenses; and

35.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 3 - Allowances of Part B of Monetary Rates.

35.3 Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 27, Travelling Compensation of this award instead of the camping allowance.

- 35.4 A staff member who is paid a remote areas allowance under clause 40, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

36. Composite Allowance

- 36.1 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 3 - Allowances of Part B Monetary Rates.
- 36.2 In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under clauses 27 or 35 of this award, whichever is appropriate, shall apply.
- 36.3 An election under subclause 36.2 of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- 36.4 A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 36.5 of this clause).
- 36.5 On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 27, Travelling Compensation of this award.
- 36.6 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 36.7 A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

37. Allowance Payable for Use of Private Motor Vehicle

- 37.1 The Commissioner may authorise a staff member to use a private motor vehicle for work where:
- 37.1.1 Such use will result in greater efficiency or involve the NSW Police Force in less expense than if travel were undertaken by other means; or
- 37.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 37.2 A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 3 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 37.4 of this clause.
- 37.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 37.3.1 The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 37.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff

member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.

37.4 Deduction from allowance

37.4.1 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 and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

37.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 37.4.3 of this subclause.

37.4.3 Designated headquarters

- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

37.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

37.4.5 Where a headquarters has been designated per subparagraph 37.4.3(a) of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

37.4.6 Deductions are not to be applied in respect of days characterised as follows.

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the staff member uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the staff member uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the staff member buys a weekly or other periodical rail or bus ticket, provided the Commissioner is satisfied that:
 - (i) at the time of purchasing the periodical ticket the staff member did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and

- (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 37.5 The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected 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 Commissioner.
- 37.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- 37.7 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 6 of Table 3 - Allowances of Part B Monetary Rates.

38. Damage to Private Motor Vehicle Used for Work

- 38.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW Police Force, provided:
- 38.1.1 The damage is not due to gross negligence by the staff member; and
- 38.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 38.2 Provided the damage is not the fault of the staff member, the NSW Police Force shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 38.2.1 The damage was sustained on approved work activities; and
- 38.2.2 The costs cannot be met under the insurance policy due to excess clauses.

39. Camping Equipment Allowance

- 39.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 39.2 A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 3 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 39.3 A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 3 - Allowances of Part B Monetary Rates.

40. Allowance for Living in a Remote Area

- 40.1 A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 40.1.1 Indefinitely stationed and living in a remote area as defined in subclause 40.2 of this clause; or
- 40.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 40.2 of this clause.
- 40.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
- 40.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 3 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State 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, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 40.2.2 and 40.2.3 of this subclause;

- 40.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 3 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 40.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 3 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- 40.3 The dependant rate for each grade is payable where
- 40.3.1 the staff member has a dependant as defined; and
- 40.3.2 the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
- 40.3.3 the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 40.4 For the purposes of this clause dependant is defined as
- 40.4.1 the spouse of the staff member (including a de facto spouse);
- 40.4.2 each child of the staff member aged eighteen years or under;
- 40.4.3 each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 40.4.4 any other person who is part of the staff member's household and who is, in the opinion of the Commissioner, substantially financially dependent on the staff member.
- 40.5 NSW Police Force temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 40.6 A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 40.7 A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 40.7.1 the staff member continues in employment; and
- 40.7.2 the dependants continue to reside in the area specified; and
- 40.7.3 military pay does not exceed the NSW Police Force salary plus the remote areas allowance.

If the military salary exceeds the NSW Police Force salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

41. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

41.1 A staff member who:

41.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Director of Public Employment; and

41.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area,

shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 3 - Allowances of Part B Monetary Rates for the additional costs of travel.

41.2 Dependant in this clause has the same meaning as subclause 40.4 of clause 40, Allowance for Living in a Remote Area of this award.

41.3 Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

42. Overseas Travel

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the NSW Police Force to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

43. Exchanges

43.1 The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if the NSW Police Force or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police Force business.

43.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 3 - Allowances of Part B Monetary Rates).

43.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 56, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

44. Room at Home Used as Office

44.1 Where no NSW Police Force office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the NSW Police Force will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 3 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.

44.2 Where an office exists in a particular location - Where a NSW Police Force office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 44.1 of this clause shall not apply in these circumstances.

44.3 Requirements - Arrangements under subclauses 44.1 or 44.2 of this clause shall be subject to:

44.3.1 A formal agreement being reached in respect of the hours to be worked; and

- 44.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

45. Semi-Official Telephones

- 45.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the NSW Police Force, as and when required.
- 45.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 45.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 45.3.1 Give decisions, supply information or provide emergency services; and/or
- 45.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 45.4 Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 45.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 45.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 45.4.3 The full cost of official local, STD and ISD calls.
- 45.5 To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
- 45.5.1 Date, time, length of call and estimated cost;
- 45.5.2 Name and phone number of the person to whom call was made; and
- 45.5.3 Reason for the call.

46. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 3 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

47. Uniforms, Protective Clothing and Laundry Allowance

- 47.1 Uniform, etc. provided by NSW Police Force - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the NSW Police Force with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 3 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.

- 47.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the NSW Police Force.
- 47.3 Uniform, etc. provided by the staff member - 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.

48. Compensation for Damage to or Loss of Staff Member's Personal Property

- 48.1 Where damage to or loss of the staff member's personal 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 NSW Police Force covering the damage to or loss of the personal property of the staff member.
- 48.2 If a claim under subclause 48.1 of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 48.2.1 Is due to the negligence of the NSW Police Force, another staff member, or both, in the performance of their duties; or
- 48.2.2 Is caused by a defect in a staff member's material or equipment; or
- 48.2.3 Results from a staff member's protection of or attempt to protect NSW Police Force property from loss or damage.
- 48.3 Compensation in terms of subclause 48.2 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 Commissioner 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 replacement item.
- 48.4 For the purpose of this clause, 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.
- 48.5 Compensation for the damage sustained shall be made by the NSW Police Force 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.

49. Garage and Carport Allowance

- 49.1 Where a staff member garages a NSW Police Force vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 3 - Allowances of Part B, Monetary Rates.
- 49.2 Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

50. Community Language Allowance Scheme (CLAS)

- 50.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
- 50.1.1 Employed as interpreters and translators; and
- 50.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 17 of Table 3 - Allowances of Part B Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.

- 50.2 The base level of the CLAS is paid to staff members who:
- 50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - 50.2.2 have passed an examination administered by the Community Relations Commission or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 50.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or
 - 50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

51. First Aid Allowance

- 51.1 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 18 of Table 3 - Allowances of Part B Monetary Rates.
- 51.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 51.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
 - 51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 51.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 51.5 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.
- 51.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police Force needs, and the cost of retraining First Aid Officers, are to be met by the NSW Police Force.

52. Review of Allowances Payable in Terms of This Award

- 52.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 52.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
 - (a) Clause 27, Travelling Compensation;
 - (b) Clause 30, Meal Expenses on One Day Journeys;
 - (c) Clause 94, Overtime Meal Allowances.

52.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 37, Allowances Payable for the Use of Private Motor Vehicles.

52.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 35, Camping Allowances;
- (b) Clause 36, Composite Allowance;
- (c) Clause 39, Camping Equipment Allowance;
- (d) Clause 40, Allowance for Living in a Remote Area;
- (e) Clause 41, Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) Clause 44, Room at Home used as Office;
- (g) Clause 47, Uniforms, Protective Clothing and Laundry Allowance;
- (h) Clause 49, Garage and Carport Allowance.

52.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 46, Flying Allowance;
- (b) Clause 50, Community Language Allowance Scheme (CLAS);
- (c) Clause 51, First Aid Allowance;
- (d) Clause 92, On-Call (Stand-by) and On-Call Allowance.

SECTION 6 - UNION CONSULTATION, ACCESS AND ACTIVITIES

53. Trade Union Activities Regarded as On Duty

53.1 An Association delegate will be released from the performance of normal duty with the NSW Police Force when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

53.1.1 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 Occupational Health and Safety Regulation 2001.

53.1.2 Attendance at meetings with workplace management or workplace management representatives;

53.1.3 A reasonable period of preparation time, before:

- (a) Meetings with management;
- (b) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) Any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;

53.1.4 Giving evidence in court on behalf of the employer;

53.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

53.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

53.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the NSW Police Force; and

53.1.8 Distributing official Association 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.

54. Trade Union Activities Regarded as Special Leave

54.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

54.1.1 Annual or biennial conferences of the Association;

54.1.2 Meetings of the Association 's Executive, Committee of Management or Councils;

54.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

54.1.4 Attendance at meetings called by Unions NSW and or the DPE involving the Association which requires attendance of a delegate;

54.1.5 Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;

54.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;

54.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 of this award apply.

55. Trade Union Training Courses

55.1 The following training courses will attract the grant of special leave as specified below:-

55.1.1 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 Commissioner and the Association under a local arrangement pursuant to clause 12, Local Arrangements of this award.

55.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, ie excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- (c) All travelling and associated expenses being met by the staff member or the Association;
- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

56. Conditions Applying to On Loan Arrangements

56.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

56.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) Vocational or industry committee.

56.1.2 Briefing counsel on behalf of the Association;

56.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

56.1.4 Country tours undertaken by a member of the executive or Council of the Association;

56.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.

56.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-

- (a) The NSW Police Force will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The NSW Police Force will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Commissioner and the Association.

56.1.7 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.

56.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the

Association shall approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

56.1.9 Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Commissioner and the Association.

57. Period of Notice for Trade Union Activities

The Commissioner must be notified in writing by the Association 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.

58. Access to Facilities by Trade Union Delegates

58.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

58.1.1 Telephone, facsimile and, where available, E-mail facilities;

58.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

58.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

59. Responsibilities of the Trade Union Delegate

59.1 Responsibilities of the Association delegate are to:

59.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

59.1.2 Participate in the workplace consultative processes, as appropriate;

59.1.3 Follow the dispute settling procedure applicable in the workplace;

59.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

59.1.5 Account for all time spent on authorised Association business;

59.1.6 When special leave is required, to apply for special leave in advance;

59.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and

59.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

60. Responsibilities of the Trade Union

60.1 Responsibilities of the Association are to:

60.1.1 Provide written advice to the Commissioner about an Association 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;

60.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management;

- 60.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 60.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 60.1.5 Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- 60.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 60.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

61. Responsibilities of Workplace Management

- 61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 61.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 61.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
 - 61.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 61.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
 - 61.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - 61.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of paragraph 61.1.5 of this clause;
 - 61.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - 61.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
 - 61.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

62. 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*.

63. Travelling and Other Costs of Trade Union Delegates

- 63.1 Except as specified in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 63.2 In respect of meetings called by the workplace management in terms of paragraph 61.1.3 of clause 61, 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 clauses 27, Travelling Compensation, 30, Meal Expenses on One Day Journeys or 31, Restrictions on Payment of Travelling Allowances of this award.
- 63.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the NSW Police Force or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 63.4 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 NSW Police Force by the Association or the staff member.

64. Industrial Action

- 64.1 Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 64.2 There will be no victimisation of staff members prior to, during or following such industrial action.

65. Consultation and Technological Change

- 65.1 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 Association.
- 65.2 The NSW Police Force management shall consult with the Association prior to the introduction of any technological change.

66. Deduction of Trade Union Membership Fees

At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 12, Local Arrangements of this award.

SECTION 7 - LEAVE

67. Leave - General Provisions

- 67.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 12, Local Arrangements of this award.
- 67.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- 67.3 Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the NSW Police Force

Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.

- 67.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

68. Absence from Work

- 68.1 A staff member must not be absent from work unless reasonable cause is shown.
- 68.2 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 supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 68.3 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 Commissioner shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 68.4 The minimum period of leave available to be granted shall be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

69. Applying for Leave

- 69.1 An application by a staff member for leave under this award shall be made to and dealt with by the Commissioner.
- 69.2 The Commissioner shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the NSW Police Force permit this to be done.

70. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation 2008.

71. Family and Community Service Leave

- 71.1 The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 71.2 of this clause. The Commissioner may also grant leave for the purposes in subclause 71.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 71.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 71.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- 71.2.2 Emergency 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;
- 71.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- 71.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

- 71.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case.
- 71.3 Family and community service leave may also be granted for:
- 71.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 71.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 71.4 The definition of "family or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81, Sick Leave to Care for Family Member of this award.
- 71.5 Family and community service leave shall accrue as follows:
- 71.5.1 2 ½ days in the staff member's first year of service;
- 71.5.2 2 ½ days in the staff member's second year of service; and
- 71.5.3 one day per year thereafter.
- 71.6 If available family and community service leave is exhausted as a result of natural disasters, the Commissioner shall consider applications for additional family and community service leave, if some other emergency arises.
- 71.7 If available family and community service leave is exhausted, on the death of a family member or relative, 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.
- 71.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 81, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 71.9 The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

72. Leave Without Pay

- 72.1 The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- 72.2 Leave without pay may be granted on a full-time or a part-time basis.
- 72.3 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.
- 72.4 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.
- 72.5 A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.

- 72.6 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.
- 72.7 No paid leave shall be granted during a period of leave without pay.
- 72.8 A permanent appointment may be made to the staff member's position if:
- 72.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 72.8.2 the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - 72.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 72.8.4 the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 72.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

73. Military Leave

- 73.1 During the period of 12 months commencing on 1 July each year, the Commissioner 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 or compulsory parades conducted by the staff member's unit.
- 73.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- 73.3 Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 73.1 of this clause.
- 73.4 The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 73.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 73.3 of this clause may be granted Military Leave Top up Pay by the Commissioner.
- 73.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 73.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the NSW Police Force is to continue to make superannuation contributions at the normal rate.

- 73.8 At the expiration of military leave in accordance with subclause 73.3 or 73.4 of this clause, the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

74. Observance of Essential Religious or Cultural Obligations

- 74.1 A staff member of:
- 74.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 74.1.2 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, flex leave or leave without pay to do so.
- 74.2 Provided adequate notice as to the need for leave is given by the staff member to the NSW Police Force and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- 74.3 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 Commissioner subject to:
- 74.3.1 Adequate notice being given by the staff member;
 - 74.3.2 Prior approval being obtained by the staff member; and
 - 74.3.3 The time off being made up in the manner approved by the Commissioner.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the NSW Police Force and the Association in terms of clause 12, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

75. Parental Leave

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 75.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 75.2.2 For a further period of up to 12 months after the actual date of birth.
 - 75.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 75.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- 75.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 75.3.2 For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.

- 75.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 75.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 75.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 75.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 75.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 75.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 75.5.1 Applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 75.6 Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 75.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 75.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 75.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 75.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 75.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 75.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or

75.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause, parental leave shall be granted without pay.

75.9 Right to request

75.9.1 A staff member who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Commissioner to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

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

75.10 Notification Requirements

75.10.1 When the NSW Police Force is made aware that a staff member or their spouse is pregnant or is adopting a child, the NSW Police Force must inform the staff member of their entitlements and their obligations under the Award.

75.10.2 A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 75.9 of this clause.

75.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

- (a) the date on which the parental leave is intended to start, and
- (b) the period of leave to be taken.

75.10.4 Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph 75.9.1 and the Commissioner's decision made under paragraph 75.9.2 must be recorded in writing.

75.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may

- be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- 75.10.6 A staff member on maternity leave is to notify the NSW Police Force of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 A staff member must notify the NSW Police Force as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commissioner and any number of times with the consent of the Commissioner. In each case she/he must give the NSW Police Force at least 14 days notice of the change unless the Commissioner decides otherwise.
- 75.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 If the position occupied by the staff member immediately prior to the taking of parental 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.
- 75.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 75.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the NSW Police Force) must be given.
- 75.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 75.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 75.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 75.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 75.17.2 the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay; and
- 75.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 75.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but

is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

75.19 If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.

75.20 Communication during parental leave

75.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the NSW Police Force shall take reasonable steps to:

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

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

75.20.3 The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the NSW Police Force capacity to comply with paragraph 75.20.1 of this subclause..

76. Purchased Leave

76.1 A staff member may apply to enter into an agreement with the Commissioner to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.

76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

76.1.3 The leave will count as service for all purposes.

76.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

76.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

76.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

76.3 Purchased leave is subject to the following provisions:

76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

76.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

- 76.3.3 Sick leave cannot be taken during a period of purchased leave.
- 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 76.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 76.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The NSW Police Force may make adjustments relating to its salary administration arrangements.

77. Recreation Leave

77.1 Accrual

- 77.1.1 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. 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.
- 77.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2008, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 77.1.3 Recreation leave accrues from day to day.

77.2 Limits on Accumulation and Direction to take leave

- 77.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.
- 77.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner according to the wishes of the staff member.
- 77.2.3 The Commissioner 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 NSW Police Force.
- 77.2.4 The Commissioner 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 NSW Police Force.
- 77.2.5 A staff member must take their recreation leave to reduce all balance below 8 weeks or its hourly equivalent, and the NSW Police Force must cooperate in this process. The NSW Police Force may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

77.3 Conservation of Leave - If the Commissioner 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 Commissioner shall:-

- 77.3.1 Specify in writing the period of time during which the excess shall be conserved; and

- 77.3.2 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 week limit.
- 77.3.3 The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 77.4 Miscellaneous
- 77.4.1 Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
- 77.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
- 77.4.3 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 77.4.4 of this subclause.
- 77.4.4 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.
- 77.4.5 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 77.4.4 of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
- 77.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 77.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 75, Parental Leave of this award.
- 77.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 77.4.9 A staff member to whom paragraph 77.4.8 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.
- 77.5 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.
- 77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 77.6.1 To the widow or widower of the staff member; or
- 77.6.2 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
- 77.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
- 77.6.4 If there is no person entitled under paragraph 77.6.1, 77.6.2 or 77.6.3 of this subclause to receive the money 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.

- 77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays - Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclause 87.7 of clause 87, Shift Work of this award.
- 77.8 Recreation leave does not accrue during leave without pay other than
- 77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
 - 77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 77.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 77.8 A staff member entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraph 87.7.6 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

78. Annual Leave Loading

- 78.1 General - 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. Subject to the provisions set out in subclauses 78.2 to 78.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 78.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 78.2.1 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 lower.
 - 78.2.2 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.
- 78.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 78.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - 78.3.2 17½% annual leave loading.
- 78.4 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 Grade 12 Clerk.
- 78.5 Leave year - 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.

- 78.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 78.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 78.6.2 If at least two weeks' leave, as set out in paragraph 78.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 78.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 78.6.1 of this subclause, is taken.
- 78.6.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the NSW Police Force employer for any reason other than the staff member's serious and intentional misconduct.
- 78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

79. Sick Leave

- 79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 79.2 Payment for sick leave is subject to the staff member:
- 79.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
- 79.2.2 Providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 79.3 If the Commissioner 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 Commissioner:
- 79.3.1 Shall grant to the staff member sick leave on full pay; and
- 79.3.2 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.
- 79.4 The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 79.4.1 is unable to carry out their duties without distress; or
- 79.4.2 risks further impairment of their health by reporting for duty; or
- 79.4.3 is a risk to the health, wellbeing or safety of other staff members, NSW Police Force clients or members of the public
- 79.5 The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.

- 79.6 Entitlements - Any staff member appointed from 1 January 2009 will commence accruing sick leave in accordance with this clause immediately. Existing staff members at 1 January 2009 will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- 79.6.1 At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
- 79.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 79.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 79.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 79.6.6 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.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 79.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 79.7 Payment during the initial 3 months of service - 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 Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 79.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

80. Sick Leave - Requirements for Evidence of Illness

- 80.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 80.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
- 80.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.

- 80.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or its successor for advice.
- 80.5.1 The type of leave granted to the staff member will be determined by the Commissioner based on HealthQuest's or its successor's advice.
- 80.5.2 If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 80.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
- 80.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 80.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 80.7.3 at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
- 80.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner satisfactory evidence of illness in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 80.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 80.9 Subclause 80.8 of this clause 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.

81. Sick Leave to Care for a Family Member

- 81.1 Where family and community service leave provided for in clause 71, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 81.4 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 clause, to provide such care and support when a family member is ill.
- 81.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 81.3 If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness of this award.

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

81.4.1 The staff member being responsible for the care and support of the person concerned; and

81.4.2 The person concerned being:-

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

82. Sick Leave - Workers Compensation

- 82.1 The Commissioner shall advise each staff member of their 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.
- 82.2 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.
- 82.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 82.4 The Commissioner will ensure that, once received by the NSW Police Force, a staff member's workers compensation claim is lodged by the NSW Police Force with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- 82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner 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.
- 82.6 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.
- 82.7 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.
- 82.8 If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner 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.
- 82.9 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. 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.
- 82.10 If the Commissioner 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 the *Workplace Injury Management and Workers Compensation Act 1998* 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.
- 82.11 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*.
- 82.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 82.12.1 The staff member's claim for workers compensation;
- 82.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 82.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 82.12.4 Action taken by the Commissioner 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.

83. Sick Leave - Claims Other Than Workers Compensation

- 83.1 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:-
- 83.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the NSW Police Force to the staff member; and
- 83.1.2 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 NSW Police Force the monetary value of any such period of sick leave.
- 83.2 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 Commissioner is satisfied that the refusal or failure is unavoidable.
- 83.3 On repayment to the NSW Police Force 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.

84. Special Leave

84.1 Special Leave - Jury Service

84.1.1 A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.

84.1.2 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 Commissioner 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.

84.1.3 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 Commissioner 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 Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.

84.2 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. 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 NSW Police Force.

84.3 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:

84.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

84.3.2 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.

84.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the NSW Police Force for the required period.

84.4 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.

84.5 Special Leave - Examinations -

84.5.1 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 Commissioner.

84.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

84.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.

84.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.

- 84.7 Return Home When Temporarily Living Away from Home - Sufficient special leave 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 or flex leave to credit or leave without pay, if the operational requirements allow.
- 84.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 84.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the New South Wales Government Personnel Handbook published by the Department of Premier and Cabinet on-line www.dpc.nsw.gov.au. at the time the leave is taken.

SECTION 8 - TRAINING AND PROFESSIONAL DEVELOPMENT

85. Staff Development and Training Activities

- 85.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 85.1.1 All staff development courses conducted by a NSW Public Sector organisation;
 - 85.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 85.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 85.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 85.2.1 Activities for which study assistance is appropriate;
 - 85.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - 85.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 85.3 Attendance of a staff member at activities considered by the Commissioner to be:
- 85.3.1 Essential for the efficient operation of the NSW Police Force; or
 - 85.3.2 Developmental and of benefit to NSW public sector
- 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.
- 85.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the NSW Police Force:

- 85.4.1 Recognition that the staff members are performing normal duties during the course;
 - 85.4.2 Adjustment for the hours so worked under flexible working hours;
 - 85.4.3 Payment of course fees;
 - 85.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - 85.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime - General of this award.
- 85.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the NSW Police Force:
- 85.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - 85.5.2 Payment of course fees;
 - 85.5.3 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
 - 85.5.4 Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 85.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 85.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

86. Study Assistance

- 86.1 The Commissioner shall have the power to grant or refuse study time.
- 86.2 Where the Commissioner approves the grant of study time, the grant shall be subject to:
- 86.2.1 The course being a course relevant to the NSW Police Force and/or the public service;
 - 86.2.2 The time being taken at the convenience of the NSW Police Force; and
 - 86.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 86.3 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 time to that of a full-time staff member.
- 86.4 Study time may be used for:
- 86.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or

- 86.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 86.4.3 Private study; and/or
- 86.4.4 Accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 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:-
- 86.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 86.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 86.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.
- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the NSW Police Force.
- 86.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the NSW Police Force.
- 86.8 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 must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 86.9 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.
- 86.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 86.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 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.
- 86.13 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.
- 86.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 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.
- 86.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

86.17 The period granted as examination leave shall include:

86.17.1 Time actually involved in the examination;

86.17.2 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.

86.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

86.19 Study Leave - 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.

86.20 All staff members are eligible to apply and no prior service requirements are necessary.

86.21 Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

86.22 Where financial assistance is approved by the Commissioner 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.

86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police Force may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police Force 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.

SECTION 9 - SHIFT WORK AND OVERTIME

87. Shift Work

87.1 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 10 am	Nil
Afternoon - at or after 10am and before 1 pm	10.0%
Afternoon - at or after 1pm and before 4 pm	12.5%
Night - at or after 4pm and before 4 am	15.0%
Night - at or after 4am and before 6 am	10.0%

87.2 The loadings specified in subclause 87.1 of this clause shall only apply to shifts worked from Monday to Friday.

87.3 Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.

87.4 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.

87.5 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.

87.6 Public Holidays: The following shall apply:

87.6.1 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;

87.6.2 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;

87.7 Annual leave shall accrue at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.8 Additional leave shall accrue on the following basis:

87.8.1

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

87.8.2 Where the shift worker retires or resigns or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.

87.8.3 Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.

87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. 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 Commissioner.

87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

87.12 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 89, Overtime Worked by Shift Workers of this award, 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.

87.13 Time spent off duty may be calculated by determining the amount of time elapsed after:

87.13.1 The completion of an ordinary rostered shift; or

87.13.2 The completion of authorised overtime; or

- 87.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

88. Overtime - General

- 88.1 A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 88.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 88.1.2 Any risk to staff member health and safety,
- 88.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the NSW Police Force and the effect on client services,
- 88.1.4 The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- 88.1.5 Any other relevant matter.
- 88.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 88.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 12, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- 88.4 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:
- 88.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 88.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
- 88.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

89. Overtime Worked By Shift Workers

- 89.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 89.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

- 89.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 89.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

90. Overtime Worked By Day Workers

- 90.1 The provisions of this clause shall not apply to:
- 90.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers of this award apply;
- 90.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
- 90.1.3 Staff members to who overtime provisions apply under another industrial instrument;
- 90.1.4 Staff members whose salary includes compensation for overtime;
- 90.1.5 Staff members who receive an allowance in lieu of overtime; and
- 90.2 Rates - Overtime shall be paid at the following rates:
- 90.2.1 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, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 12, Local Arrangements of this award apply;
- 90.2.2 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;
- 90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 90.3 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.
- 90.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 90.5 Rest Periods
- 90.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 90.5.2 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. 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.

91. Recall to Duty

- 91.1 A staff member recalled to work overtime after leaving NSW Police Force premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 91.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 91.3 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 three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 91.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) 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.
- 91.5 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.
- 91.6 A staff member recalled to duty within three (3) 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.
- 91.7 This clause shall not apply in cases where it is customary for a staff member to return to NSW Police Force 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 three (3) hours unless the actual time worked is three (3) or more hours.

92. On-Call (Stand-By) and On-Call Allowance

- 92.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 92.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 3 - Allowances of Part B Monetary Rates when directed by the NSW Police Force to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 92.1.2 If a staff member who is on call and is called out by the NSW Police Force, the overtime provisions as set out in clause 89, Overtime Worked by Shift Workers or clause 90, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- 92.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

93. Overtime Meal Breaks

- 93.1 Staff members not working flexible working hours - 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.

- 93.2 Staff member working flexible working hours - 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.
- 93.3 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.

94. Overtime Meal Allowances

- 94.1 If an adequate meal is not provided by the NSW Police Force, a meal allowance shall be paid by the NSW Police Force at the appropriate rate specified in Item 19 of Table 3 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
- 94.1.1 the time worked is directed overtime;
- 94.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 94.1.3 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
- 94.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 94.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- 94.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 94.4 Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 94.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

95. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

96. Payment for Overtime or Leave in Lieu

- 96.1 The Commissioner 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 96.2 of this clause.
- 96.2 The following provisions shall apply to the leave in lieu:
- 96.2.1 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;
- 96.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

96.2.3 The leave must be taken at the convenience of the NSW Police Force, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.

96.2.4 The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section;

96.2.5 Leave in lieu accrued in respect of overtime shall be given by the NSW Police Force and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;

96.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

97. Calculation of Overtime

97.1 Unless a minimum payment in terms of subclause 90.4 of clause 90, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

97.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

97.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

97.4 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.

97.5 Overtime is not payable for time spent travelling.

98. Provision of Transport in Conjunction with Working of Overtime

98.1 For the purpose of this clause, departure or arrival after 8.00 p.m will determine whether the provisions of this clause apply.

Departure or arrival after 8.00p.m of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of the NSW Police Force where knowledge of each particular situation will enable appropriate judgements to be made.

98.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

98.3 Provision of Taxis

Where a staff member:

98.3.1 ceases overtime duty after 8.00 p.m., or

98.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 10 - MISCELLANEOUS**99. Anti-Discrimination**

99.1 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.

99.2 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.

99.3 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.

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

99.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;

99.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

99.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

99.5 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.

99.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

99.5.2 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."

100. Secure Employment

100.1 Occupational Health and Safety

100.1.1 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.

100.1.2 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.

100.1.3 Nothing in this subclause 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*.

100.2 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.

100.3 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.

101. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in the NSW Police Force or a section of the NSW Police Force at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

102. No Extra Claims

- 102.1 This award provides pay increases of 4% with effect from the first pay period to commence on or after 1 July 2008, a further increase of 4% with effect from the first pay period to commence on or after 1 July 2009, and a further increase of 4% with effect from the first pay period to commence on or after 1 July 2010.
- 102.2 The salary increases in subclause 102.1 of this clause arise from the agreement of the parties to the Crown Employees (Public Sector - Salaries 2008) Award contained in the Memorandum of Understanding between the NSW Government and the Association for the period 1 July 2008 to 30 June 2011 entered into on 2 October 2008.
- 102.3 The Memorandum of Understanding referred in subclause 102.2 of this clause contains a "no extra claims" commitment, provided that this shall not prevent the parties to this award from applying for award changes in accordance with clause 103, Leave Reserved of this award.

103. Leave Reserved

Leave is reserved for the NSW Police Force to make application to the Industrial Relations Commission of New South Wales during the nominal term of this Award, to seek the future inclusion of casual employment provisions within this instrument, similar to those provisions applying within the NSW Public Sector.

Leave is also reserved for either party to make application to the Industrial Relations Commission of New South Wales during the nominal term of this award, to seek the future inclusion of terms to give effect to the Memorandum of Understanding between the NSW Government and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (1 July 2008 - 30 June 2011, made on 2 October 2008 arising out of matter IRC 445 of 2008).

104. Area, Incidence and Duration

- 104.1 This award shall apply to Administrative Officers and Temporary Employees as defined in the NSW Police Act 1990.
- 104.2 This award rescinds and replaces the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees Conditions of Employment) Award 2008, published 1 December 2006 (361 I.G. 977) and the variation published 29 May 2009 (368 I.G. 37); and the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees - Salaries 2009) Award published 29 May 2009 (368 I.G. 20).
- 104.3 This award will be operative from 11 August 2009 and will remain in place until 30 June 2011.

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Administrative Officer and Temporary Employee Classifications				
Classification and Grades	FPP 1.7.07 Per annum \$	FPP 1.7.08 Per annum +4% \$	FPP 1.7.09 Per annum +4% \$	FPP 1.7.10 Per annum +4% \$
Armourer, Police				
1st year of service	54,480	56,659	58,925	61,282
2nd year of service	55,472	57,691	59,999	62,399
3rd year of service	56,701	58,969	61,328	63,781
4th year of service and thereafter	57,772	60,083	62,486	64,985

Senior Armourer, Police				
1st year of service	60,518	62,939	65,457	68,075
2nd year of service	61,801	64,273	66,844	69,518
3rd year of service and thereafter	63,561	66,103	68,747	71,497
Administrative and Clerical Clerks General Scale				
Clerks General Scale step 1	22,429	23,326	24,259	25,229
Clerks General Scale step 2	25,452	26,470	27,529	28,630
Clerks General Scale step 3	27,055	28,137	29,262	30,432
- 1st year of service or 18 years				
Clerks General Scale step 4	30,656	31,882	33,157	34,483
Minimum for:				
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age				
- employee with Higher School Certificate Qualification at 19 years of age				
Clerks General Scale step 5	32,723	34,032	35,393	36,809
Minimum for:				
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age				
- employee 20 years of age				
Clerks General Scale step 6	35,266	36,677	38,144	39,670
Minimum for employee 21 years of age				
Clerks General Scale step 7	36,229	37,678	39,185	40,752
Clerks General Scale step 8	37,762	39,272	40,843	42,477
Clerks General Scale step 9	38,448	39,986	41,585	43,248
Clerks General Scale step 10	39,400	40,976	42,615	44,320
Clerks General Scale step 11	40,857	42,491	44,191	45,959
Clerks General Scale step 12	42,338	44,032	45,793	47,625
Clerks General Scale step 13	43,903	45,659	47,485	49,384
Provided that officers who on 6 th December 1979 were on 14 th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	45,781	47,612	49,516	51,497
Grade 1				
1 st year of service	46,320	48,173	50,100	52,104
Thereafter	47,682	49,589	51,573	53,636
Grade 2				
1 st year of service	49,012	50,972	53,011	55,131
Thereafter	50,356	52,370	54,465	56,644
Grade 3				
1 st year of service	51,784	53,855	56,009	58,249
Thereafter	53,344	55,478	57,697	60,005
Grade 4				
1 st year of service	55,010	57,210	59,498	61,878
Thereafter	56,701	58,969	61,328	63,781
Grade 5				
1 st year of service	61,128	63,573	66,116	68,761
Thereafter	63,056	65,578	68,201	70,929
Grade 6				
1 st year of service	65,527	68,148	70,874	73,709
Thereafter	67,448	70,146	72,952	75,870

Grade 7				
1st year of service	69,468	72,247	75,137	78,142
Thereafter	71,546	74,408	77,384	80,479
Grade 8				
1st year of service	74,527	77,508	80,608	83,832
Thereafter	76,896	79,972	83,171	86,498
Grade 9				
1st year of service	79,188	82,356	85,650	89,076
Thereafter	81,414	84,671	88,058	91,580
Grade 10				
1st year of service	84,738	88,128	91,653	95,319
Thereafter	87,263	90,754	94,384	98,159
Grade 11				
1st year of service	91,589	95,253	99,063	103,026
Thereafter	95,472	99,291	103,263	107,394
Grade 12				
1st year of service	101,454	105,512	109,732	114,121
Thereafter	105,923	110,160	114,566	119,149
Bar Manager, Police College				
1st year of service	45,967	47,806	49,718	51,707
Thereafter	46,807	48,679	50,626	52,651
Building Manager (Sydney Police Centre)				
1st year of service	58,341	60,675	63,102	65,626
2nd year of service	58,925	61,282	63,733	66,282
PT Building Manager Allowance	1,066	1,109	1,153	1,199
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award				
Clinical Pharmacologist	114,995	119,595	124,379	129,354
Computer Systems Officer (CSO)				
CSO Level 1 - Non Graduate				
Year 1A	27,055	28,137	29,262	30,432
Year 1B	32,723	34,032	35,393	36,809
Year 1C	35,266	36,677	38,144	39,670
Year 1D	36,229	37,678	39,185	40,752
Year 1E	37,762	39,272	40,843	42,477
Year 1F	38,448	39,986	41,585	43,248
Year 2	40,857	42,491	44,191	45,959
Year 3	47,682	49,589	51,573	53,636
Year 4	50,356	52,370	54,465	56,644
CSO Level 1 - Graduate				
Year 1A (Any degree)	40,857	42,491	44,191	45,959
Year 1B (Degree - Computer Sciences)	42,338	44,032	45,793	47,625
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 2				
Year 1	53,344	55,478	57,697	60,005
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 3				
Year 1	65,527	68,148	70,874	73,709
Year 2	67,448	70,146	72,952	75,870
Year 3	69,468	72,247	75,137	78,142
Year 4	71,546	74,408	77,384	80,479
Year 5	74,527	77,508	80,608	83,832
Year 6	76,896	79,972	83,171	86,498

CSO Level 4				
Year 1	79,188	82,356	85,650	89,076
Year 2	81,414	84,671	88,058	91,580
Year 3	84,738	88,128	91,653	95,319
Year 4	87,263	90,754	94,384	98,159
CSO Level 5				
Year 1	91,589	95,253	99,063	103,026
Year 2	95,472	99,291	103,263	107,394
CSO Level 6				
Year 1	101,454	105,512	109,732	114,121
Year 2	105,923	110,160	114,566	119,149
Departmental Professional Officer				
Grade I -				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518
Grade II -				
1st year of service	64,827	67,420	70,117	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III -				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service	78,427	81,564	84,827	88,220
4th year of service and thereafter	81,414	84,671	88,058	91,580
Grade IV -				
1st year of service	84,738	88,128	91,653	95,319
2nd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V -				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	91,589	95,253	99,063	103,026
Grade VI -				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service and thereafter	96,293	100,145	104,151	108,317
1st year of service	99,269	103,240	107,370	111,665
2nd year of service and thereafter	101,454	105,512	109,732	114,121
Grade VIII -				
1st year of service	104,754	108,944	113,302	117,834
2nd year of service and thereafter	105,923	110,160	114,566	119,149
Director of Music (Police Band)				
1st year	63,506	65,578	68,201	70,929
2nd year	64,827	67,420	70,117	72,922
3rd year	66,749	69,419	72,196	75,084
4th year	68,784	71,535	74,396	77,372
5th year and thereafter	70,862	73,696	76,644	79,170
Loading				
1st year	6,306	6,558	6,820	7,093
2nd year	6,482	6,741	7,011	7,291
3rd year	6,675	6,942	7,220	7,509
4th year	6,879	7,154	7,440	7,738
5th year and thereafter	7,087	7,370	7,665	7,972
Car Drivers				
Driver/General Assistant	41,189	42,837	44,550	46,332
Departmental - Driver/Assistant	43,543	45,285	47,096	48,980

Police Executive Driver/Assistant				
1st year and thereafter	43,519	45,260	47,070	48,953
All incidence of employment allowance	40,270	41,881	43,556	45,298
Clothing Allowance \$600 per annum				
Driving Instructor				
1st year	57,177	59,402	61,778	64,249
2nd year	57,772	60,083	62,486	64,985
3rd year and thereafter	59,428	61,805	64,277	66,848
Engineer				
Grade I Diplomate Experience Since Qualifying				
In first year	46,320	48,173	50,100	52,104
After one year	48,143	50,069	52,072	54,155
After two years	50,829	52,862	54,976	57,175
After three years	54,480	56,659	58,925	61,282
After four years	58,341	60,675	63,102	65,626
After five years	61,801	64,273	66,844	69,518
Grade I Graduate Experience Since Qualifying				
In first year	48,143	50,069	52,072	54,155
After one year	50,829	52,862	54,976	57,175
After two years	54,480	56,659	58,925	61,282
After three years	58,341	60,675	63,102	65,626
After four years	61,801	64,273	66,844	69,518
Grade II				
1st year of service	65,527	68,148	70,874	73,709
2nd year of service	68,051	70,773	73,604	76,548
3rd year of service	70,167	72,974	75,893	78,929
4th year of service and thereafter	72,208	75,096	78,100	81,224
Grade III				
1st year of service	76,064	79,107	82,271	85,562
2nd year of service	78,427	81,564	84,827	88,220
3rd year of service	81,414	84,671	88,058	91,580
4th year of service and thereafter	83,906	87,262	90,752	94,382
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	90,699	94,327	98,100	102,024
3rd year of service and thereafter	92,500	96,200	100,048	104,050
Grade V				
1st year of service	96,293	100,145	104,151	108,317
2nd year of service and thereafter	98,190	102,118	106,203	110,451
Grade VI				
1st year of service	100,364	104,379	108,554	112,896
2nd year of service and thereafter	102,516	106,617	110,882	115,317
General Assistant (NSW Police Academy)				
1st year	35,925	37,362	38,856	40,410
2nd year	36,229	37,678	39,185	40,752
3rd year	36,915	38,392	39,928	41,525
4th year	37,762	39,272	40,843	42,477
5th year and thereafter	38,448	39,986	41,585	43,248
Groom, Mounted Police				
1st year	34,401	35,777	37,208	38,696
2nd year and there after	35,613	37,038	38,520	40,061
Imaging Technician				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year and thereafter	56,701	58,969	61,328	63,781

Interpreters and Translators				
Interpreter/Translator	50,829	52,862	54,976	57,175
Year 1	54,480	56,659	58,925	61,282
Year 2	58,341	60,675	63,102	65,626
Year 3	61,801	64,273	66,844	69,518
Year 4	64,827	67,420	70,117	72,922
Year 5				
Senior Interpreter/Translator				
Year 1	66,749	69,419	72,196	75,084
Year 2	68,784	71,535	74,396	77,372
Year 3	71,546	74,408	77,384	80,479
Legal Officers				
Grade I				
1st year of service	48,518	50,459	52,477	54,576
2nd year of service	50,356	52,370	54,465	56,644
3rd year of service	51,784	53,855	56,009	58,249
4th year of service	53,344	55,478	57,697	60,005
5th year of service	55,472	57,691	59,999	62,399
Grade II				
1st year of service	60,041	62,443	64,941	67,539
2nd year of service	63,056	65,578	68,201	70,929
3rd year of service	66,749	69,419	72,196	75,084
4th year of service	70,167	72,974	75,893	78,929
5th year of service	72,966	75,885	78,920	82,077
Grade III				
1st year of service	76,896	79,972	83,171	86,498
2nd year of service	79,188	82,356	85,650	89,076
3rd year of service	82,244	85,534	88,955	92,513
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	89,810	93,402	97,138	101,024
Grade V				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service	96,293	100,145	104,151	108,317
Grade VI				
1st year of service	101,454	105,512	109,732	114,121
2nd year of service	103,591	107,735	112,044	116,526
Librarians and Archivists				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Year 5	57,772	60,083	62,486	64,985
Year 6	60,518	62,939	65,457	68,075
Grade 2				
Year 1	63,056	65,578	68,201	70,929
Year 2	65,527	68,148	70,874	73,709
Year 3	68,784	71,535	74,396	77,372
Year 4	71,546	74,408	77,384	80,479
Grade 3				
Year 1	75,308	78,320	81,453	84,711
Year 2	77,634	80,739	83,969	87,328
Year 3	80,683	83,910	87,266	90,757
Year 4	83,906	87,262	90,752	94,382
Grade 4				
Year 1	86,419	89,876	93,471	97,210

Year 2	88,962	92,520	96,221	100,070
Year 3	91,589	95,253	99,063	103,026
Year 4	94,443	98,221	102,150	106,236
Grade 5				
Year 1	97,109	100,993	105,033	109,234
Year 2	100,364	104,379	108,554	112,896
Year 3	103,591	107,735	112,044	116,526
Year 4	107,105	111,389	115,845	120,479
Library Assistant				
Year 1	36,229	37,678	39,185	40,752
Year 2	38,448	39,986	41,585	43,248
Year 3	40,857	42,491	44,191	45,959
Year 4	43,903	45,659	47,485	49,384
Year 5	45,524	47,345	49,239	51,209
Library Technician				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Grade 2				
Year 1	61,128	63,573	66,116	68,761
Year 2	63,056	65,578	68,201	70,929
Year 3	65,527	68,148	70,874	73,709
Year 4	68,784	71,535	74,396	77,372
Maintenance Attendant, Police Academy	36,915	38,392	39,928	41,525
Maintenance Officer Trades	55,010	57,210	59,498	61,878
Manager Trades				
1st year	76,896	79,972	83,171	86,498
2nd year and there after	77,634	80,739	83,969	87,328
On call Allowance (per hour)	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Assistant Manager Trades				
1st year	63,056	65,578	68,201	70,929
2nd year and there after	64,250	66,820	69,493	72,273
On call Allowance	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Pathology Exhibit Courier	42,338	44,032	45,793	47,625
Photogrammetrist				
General Scale				
1st year	27,055	28,137	29,262	30,432
2nd year	32,723	34,032	35,393	36,809
3rd year	35,266	36,677	38,144	39,670
4th year	36,229	37,678	39,185	40,752
5th year	37,762	39,272	40,843	42,477
6th year	38,448	39,986	41,585	43,248
7th year	39,400	40,976	42,615	44,320
8th year	40,857	42,491	44,191	45,959
9th year	42,338	44,032	45,793	47,625
10th year	43,903	45,659	47,485	49,384
11th year	46,320	48,173	50,100	52,104
12th year	47,682	49,589	51,573	53,636
13th year	49,012	50,972	53,011	55,131
14th year	50,356	52,370	54,465	56,644
Officer with HSC aged 19 and over paid not less than	30,656	31,882	33,157	34,483

Class 1				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year	56,701	58,969	61,328	63,781
Class 2				
1st year	61,128	63,573	66,116	68,761
2nd year	63,056	65,578	68,201	70,929
Class 3				
1st year	65,527	68,148	70,874	73,709
2nd year	67,448	70,146	72,952	75,870
Class 4				
1st year	69,468	72,247	75,137	78,142
2nd year	71,546	74,408	77,384	80,479
Class 5				
1st year	74,527	77,508	80,608	83,832
2nd year	76,896	79,972	83,171	86,498
Class 6				
1st year	79,188	82,356	85,650	89,076
2nd year	81,414	84,671	88,058	91,580
Class 7				
1st year	84,738	88,128	91,653	95,319
2nd year	87,263	90,754	94,384	98,159
Public Relations Officer				
Assistant Publicity Officers				
1st year of service	52,324	54,417	56,594	58,858
2nd year of service	53,847	56,001	58,241	60,571
Publicity Officers				
1st year of service	57,772	60,083	62,486	64,985
2nd year of service	59,428	61,805	64,277	66,848
3rd year of service and thereafter	60,518	62,939	65,457	68,075
Public Relations Officer				
Grade II				
1st year of service	68,784	71,535	74,396	77,372
2nd year of service	70,167	72,974	75,893	78,929
3rd year of service and thereafter	71,546	74,408	77,384	80,479
Grade I				
1st year of service	80,683	83,910	87,266	90,757
2nd year of service	82,244	85,534	88,955	92,513
3rd year of service and thereafter	83,906	87,262	90,752	94,382
Allowance in lieu of overtime (per annum)	10,182	10,589	11,013	11,454
Radio Technician,				
1st year of service	46,807	48,679	50,626	52,651
2nd year of service	47,196	49,084	51,047	53,089
3rd year of service and thereafter	48,143	50,069	52,072	54,155
Radio Technician, Senior				
1st year of service	51,277	53,328	55,461	57,679
2nd year of service and thereafter	51,784	53,855	56,009	58,249
Scientific Officer				
Grade I				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518

Grade II				
1st year of service	64,827	67,420	70,177	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service and thereafter	78,427	81,564	84,827	88,220
Grade IV				
1st year of service	82,244	85,534	88,955	92,513
2nd year of service	84,738	88,128	91,653	95,319
3rd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	92,500	96,200	100,048	104,050
Grade VI				
1st year of service	95,472	99,291	103,263	107,394
2nd year of service	98,190	102,118	106,203	110,451
Senior Basement Attendant, Police Headquarters				
1st year of service	39,807	41,399	43,055	44,777
2nd year of service	40,466	42,085	43,768	45,519
3rd year of service	40,857	42,491	44,191	45,959
4th year of service and thereafter	41,575	43,238	44,968	46,767
Senior Officers				
Grade 1				
Year 1	118,519	123,260	128,190	133,318
Year 2	127,708	132,816	138,129	143,654
Grade 2				
Year 1	129,868	135,063	140,466	146,085
Year 2	139,025	144,586	150,369	156,384
Grade 3				
Year 1	143,678	149,425	155,402	161,618
Year 2	157,716	164,025	170,586	177,409
Stenographers and Machine Operators (Present Occupants Only)				
1st year (up to 17 years)	20,095	20,899	21,735	22,604
2nd year (or 17 years)	23,852	24,806	25,798	26,830
3rd year (or 18 years)	27,055	28,137	29,262	30,432
4th year (or 19 years)	30,656	31,882	33,157	34,483
5th year (or 20 years)	32,424	33,721	35,070	36,473
6th year (or 21 years)	35,925	37,362	38,856	40,410
7th year	36,915	38,392	39,928	41,525
8th year	38,134	39,659	41,245	42,895
9th year	41,189	42,837	44,550	46,332
10th year	41,912	43,588	45,332	47,145
11th year	43,099	44,823	46,616	48,481
12th year	43,903	45,659	47,485	49,384
Grade 1 -				
1st year	46,320	48,173	50,100	52,104
2nd year	47,682	49,589	51,573	53,636
Grade 2 -				
1st year	49,012	50,972	53,011	55,131
2nd year	50,356	52,370	54,465	56,644
Grade 3 -				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005

Storeman Attendant	35,266	36,677	38,144	39,670
Stores Officers				
Grade 1				
1st year of service	40,466	42,085	43,768	45,519
2nd year of service and thereafter	41,189	42,837	44,550	46,332
Grade 2				
1st year of service	41,575	43,238	44,968	46,767
2nd year of service and thereafter	41,912	43,588	45,332	47,145
Grade 3				
1st year of service	42,338	44,032	45,793	47,625
2nd year of service and thereafter	42,743	44,453	46,231	48,080
Grade 4				
1st year of service	43,543	45,285	47,096	48,980
2nd year of service	44,396	46,172	48,019	49,940
3rd year of service and thereafter	44,396	46,172	48,019	49,940
Technical Officer				
Grade 1				
1st year of service	47,196	49,084	51,047	53,089
2nd year of service	48,518	50,459	52,477	54,576
3rd year of service	49,863	51,858	53,932	56,089
4th year of service	50,829	52,862	54,976	57,175
5th year of service	52,324	54,417	56,594	58,858
Grade 2				
1st year of service	55,010	57,210	59,498	61,878
2nd year of service	56,128	58,373	60,708	63,136
3rd year of service	57,117	59,402	61,778	64,249
4th year of service	58,341	60,675	63,102	65,626
Grade 3				
1st year of service and thereafter	62,330	64,823	67,416	70,113
Senior Technical Officer				
Grade 1				
1st year of service	61,128	63,573	66,116	68,761
2nd year of service	62,330	64,823	67,416	70,113
3rd year of service	64,250	66,820	69,493	72,273
Grade 2				
1st year of service	66,166	68,813	71,566	74,429
2nd year of service	68,051	70,773	73,604	76,548
Grade 3				
1st year of service	70,862	73,696	76,644	79,710
Technical Officer, Maintenance Services	64,827	67,420	70,117	72,922
Technician				
Class 1				
1st year of service	43,903	45,659	47,485	49,384
2nd year of service	45,188	46,996	48,876	50,831
Class 2				
1st year of service	47,682	49,589	51,573	53,636
2nd year of service	49,012	50,972	53,011	55,131
Class 3				
1st year of service	51,784	53,855	56,009	58,249
2nd year of service	52,810	54,922	57,119	59,404
Class 4				
1st year of service	53,847	56,001	58,241	60,571
2nd year of service	54,480	56,659	58,925	61,282
Transport Officer	44,396	46,172	48,019	49,940

Transport Officer, Mechanical				
Year 1	51,784	53,855	56,009	58,249
Year 2	52,324	54,417	56,594	58,858
Year 3	52,810	54,922	57,119	59,404
Year 4	53,344	55,478	57,697	60,005
Uniform Fitter and Advisory Officer	42,743	44,453	46,231	48,080

Table 2 - Translation Table for Clerical Officer Classification

Clerical Officer classification was translated to the Administrative and Clerical Clerks General Scale and Grades from 1 January 2009

Classification & Grades	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	Administrative and clerical officer classification on translation effective from 1/1/09	From 1/1/09 Per annum \$
Grade 1				
Group A				
1st year of service under 17	18,832	19,585	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 2	26,470
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976
Group B				
1st year of service under 17	20,095	20,899	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 3	28,137
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976
Minimum rate at 21	35,266	36,677	Clerks General Scale step 6	36,677
Grade 1/2				
Group C				
1st year of service under 17	21,154	22,000	Clerks General Scale step 1	23,326
2nd year of service or 17	25,452	26,470	Clerks General Scale step 2	26,470
3rd year of service or 18	30,656	31,882	Clerks General Scale step 4	31,882
4th year of service or 19	32,723	34,032	Clerks General Scale step 5	34,032
5th year of service or 20	35,266	36,677	Clerks General Scale step 6	36,677
6th year of service	36,229	37,678	Clerks General Scale step 7	37,678
7th year of service	37,762	39,272	Clerks General Scale step 8	39,272
8th year of service	38,448	39,986	Clerks General Scale step 9	39,986
9th year of service	39,400	40,976	Clerks General Scale step 10	40,976
10th year of service	40,857	42,491	Clerks General Scale step 11	42,491
11th year of service	42,338	44,032	Clerks General Scale step 12	44,032
12th year of service	43,903	45,659	Clerks General Scale step 13	45,659

Group D only				
1st year of service or 17	30,656	31,882	Clerks General Scale step 4	31,882
2nd year of service or 17	32,723	34,032	Clerks General Scale step 5	34,032
3rd year of service or 18	35,266	36,677	Clerks General Scale step 6	36,677
4th year of service or 19	36,229	37,678	Clerks General Scale step 7	37,678
5th year of service or 20	37,762	39,272	Clerks General Scale step 8	39,272
6th year of service	38,448	39,986	Clerks General Scale step 9	39,986
7th year of service	39,400	40,976	Clerks General Scale step 10	40,976
8th year of service	40,857	42,491	Clerks General Scale step 11	42,491
9th year of service	42,338	44,032	Clerks General Scale step 12	44,032
10th year of service	43,903	45,659	Clerks General Scale step 13	45,659
*Minimum rate for HSC at 19 years of age	30,656	31,882	Clerks General Scale step 4	31,882
Minimum rate at 21	36,229	37,678	Clerks General Scale step 7	37,678
Grade 3				
1st year of service	46,320	48,173	Clerk Grade 1 1st year of service	48,173
2nd year of service	47,682	49,589	Clerk grade 1 thereafter	49,589
Grade 3/4				
1st year of service	46,320	48,173	Clerk Grade 1 1st year of service	48,173
2nd year of service	47,682	49,589	Clerk grade 1 thereafter	49,589
3rd year of service	49,012	50,972	Clerk Grade 2 1st year of service	50,972
4th year of service	50,356	52,370	Clerk grade 2 thereafter	52,370
Grade 4				
1st year of service	49,012	50,972	Clerk Grade 2 1st year of service	50,972
2nd year of service	50,356	52,370	Clerk grade 2 thereafter	52,370
Grade 5				
1st year of service	51,784	53,855	Clerk Grade 3 1st year of service	53,855
2nd year of service	53,344	55,478	Clerk grade 3 thereafter	55,478
Grade 6				
1st year of service	55,010	57,210	Clerk Grade 4 1st year of service	57,210
2nd year of service	56,701	58,969	Clerk grade 4 thereafter	58,969
Grade 7				
1st year of service	61,128	63,573	Clerk Grade 5 1st year of service	63,573
2nd year of service	63,056	65,578	Clerk grade 5 thereafter	65,578
Grade 8				
1st year of service	65,527	68,148	Clerk Grade 6 1st year of service	68,148
2nd year of service	67,448	70,146	Clerk grade 6 thereafter	70,146

Table 3 - Allowances**Effective 1 July 2009**

Item No.	Clause No.	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	30.1.1	Breakfast	\$22.30
	30.1.2	Dinner	\$43.00
	30.1.3	Lunch	\$25.00
		Tier 2 and other country centres (see list in item 2)	
	30.1.1	Breakfast	\$19.95
	30.1.2	Dinner	\$39.30
	30.1.3	Lunch	\$22.80

2		Travelling allowances	
	27.8.2	Capital cities	Per day
		Adelaide	\$263.80
		Brisbane	\$307.80
		Canberra	\$251.80
		Darwin	\$265.80
		Hobart	\$223.80
		Melbourne	\$279.80
		Perth	\$270.80
		Sydney	\$289.80
	27.8.2	High cost country centres	Per day
		Ballarat (VIC)	\$225.30
		Bendigo (VIC)	\$228.80
		Bright (VIC)	\$217.30
		Broome (WA)	\$313.80
		Bunbury (WA)	\$226.80
		Burnie (TAS)	\$231.80
		Cairns (QLD)	\$229.80
		Carnarvon (WA)	\$253.10
		Christmas Island (WA)	\$229.30
		Cocos (Keeling) Island	\$216.80
		Dampier (WA)	\$281.20
		Derby (WA)	\$288.30
		Devonport (TAS)	\$235.30
		Emerald (QLD)	\$219.80
		Esperance (WA)	\$221.80
		Exmouth (WA)	\$296.80
		Geelong (VIC)	\$227.80
		Geraldton (WA)	\$236.30
		Gladstone (QLD)	\$225.30
		Gold Coast (QLD)	\$241.80
		Halls Creek (WA)	\$254.30
		Hervey Bay (QLD)	\$225.80
		Horn Island (QLD)	\$265.80
		Horsham (VIC)	\$219.80
		Jabiru (NT)	\$304.80
		Kalgoorlie (WA)	\$237.30
		Karratha (WA)	\$391.80
		Kununurra (WA)	\$264.30
		Launceston (TAS)	\$222.30
		Mackay (QLD)	\$239.30
		Maitland (NSW)	\$214.80
		Mount Isa (QLD)	\$265.30
		Newcastle (NSW)	\$234.30
		Newman (WA)	\$276.80
		Norfolk Island	\$226.30
		Port Hedland (WA)	\$376.80
		Port Macquarie (NSW)	\$221.80
		Thursday Island (QLD)	\$286.80
		Townsville (QLD)	\$230.80
		Wagga Wagga (NSW)	\$224.30
		Warrnambool (VIC)	\$219.80
		Weipa (QLD)	\$244.80
		Wilpena-Pound (SA)	\$241.80
		Wonthaggi (VIC)	\$228.80
		Yulara (NT)	\$437.80

8		Remote areas allowance	Per annum
		With dependants	
	40.2.1	- Grade A	\$1699 pa
	40.2.2	- Grade B	\$2254 pa
	40.2.3	- Grade C	\$3010 pa
		Without dependants	
	40.2.1	- Grade A	\$1185 pa
	40.2.2	- Grade B	\$1580 pa
	40.2.3	- Grade C	\$2108 pa
9	41.1	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 \$41.90
		Other transport - with dependants	Actual reasonable expenses in excess of \$41.90 and up to \$280.60
		Other transport - without dependants	Actual reasonable expenses in excess of \$41.90 and up to \$138.55
		Rail travel	Actual rail fare less \$41.90
10	42	Insurance cover	Up to \$A 1,173
11	43.2	Exchanges	Actual cost
12	44.1	Room at home used as office	\$774 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2009)	0.79 per hour
14	46	Flying allowance (effective ffpp on or after 1 July 2009)	\$16.80 per hour
15	47.1	Uniforms, protective clothing and laundry allowance	\$4.10 per week
16	49.1	Garage and carport allowance	Per annum
		- Garage allowance	\$548 pa
		- Carport allowance	\$121 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2009)	Per annum
		- Base Level Rate	\$1120 pa
		- Higher Level Rate	\$1683 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2009)	Per annum
		- Holders of basic qualifications	\$721 pa
		- Holders of current occupational first aid certificate	\$1084 pa
19	94.1	Overtime meal allowances	Effective 1 July 2009
		Breakfast	\$24.95
		Lunch	\$24.95
		Dinner	\$24.95

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

E. A. R. BISHOP, Commissioner

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CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2008) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6827 published 15 May 2009

(367 I.G. 1580)

(Nos. IRC 445 and 879 of 2008)

CORRECTION

1. Delete the salary rates for Principal Correctional Officer in the salary schedule for the Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres, and substitute the following:

	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
Principal Correctional Officer	92,504	96,204	100,052	104,054

G. M. GRIMSON *Industrial Registrar.*

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**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF
CORRECTIVE SERVICES) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1536 of 2008)

Before Commissioner Bishop

9 July 2009

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|-------------------------------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Conditions Fixed by other Instruments of Employment |
| 5. | Principles of Understanding |
| 6. | Hours of Work |
| 7. | Public Holidays |
| 8. | Rostered Day Off |
| 9. | Additional Hours |
| 10. | Ranking Structure |
| 11. | Annualised Salary Package and Allowances |
| 12. | Recreation Leave |
| 13. | Annual Leave Loading |
| 14. | Leave Entitlements |
| 15. | Higher Duties |
| 16. | Performance Agreement |
| 17. | Permanent Part-time |
| 18. | Professional Conduct |
| 19. | Equality of Employment and Elimination of
Discrimination |
| 20. | Harassment Free Workplace |
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PART B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2009.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

"Act" means the *Public Sector Employment and Management Act 2002*.

"Assistant Commissioner" means the person occupying or acting in the position of Assistant Commissioner.

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

"Assistant Superintendent" means a commissioned officer occupying a position at the rank of Assistant Superintendent.

"Award" means this Award.

"Commissioner" means the Chief Executive Officer of the Department as listed in Column 2 of Schedule 1 of the Act.

"Department" means the Department of Corrective Services, as specified in Schedule 1 of the Act.

"Deputy Commissioner, Offender Management and Operations" means the person occupying or acting in the position of Deputy Commissioner, Offender Management and Operations.

"General Manager" means a commissioned officer occupying a position at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Commissioner.

"Manager Business Unit" means a commissioned officer occupying a position of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services and Employment" means a commissioned officer occupying a position of Manager Centre Services and Employment within Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a position of Manager of Industries Level 1 or Level 2 within Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a position of Manager Security.

"Officer" means and includes all persons substantively or temporarily appointed to a position within the Department pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services and Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the positions covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a position of Operations Manager within Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Department of Premier and Cabinet on-line at www.dpc.nsw.gov.au, as updated from time to time.

"Regional Business Manager" means a commissioned officer occupying a position of Regional Business Manager within Corrective Services Industries.

"Regulation" means the Public Sector Employment and Management (General) Regulation 1996.

"Senior Assistant Superintendent" means a commissioned officer occupying a position at the rank of Senior Assistant Superintendent.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009.

4.1.2 Crown Employees (Transferred Employees Compensation) Award.

4.2 The following Agreement made pursuant to Section 131 of the Act, or its replacement, insofar as it fixes conditions of employment applying to officers covered by the Award, which are not fixed by this Award, shall continue to apply:

4.2.2 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.

4.3 Except as expressly provided by this Award, and except where conditions are covered by the Awards and the Agreement referred to in subclauses 4.1 and 4.2 of this clause, the conditions of employment for officers shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

5. Principles of Understanding

5.1 The parties acknowledge that the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department's operations.

5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.

5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Deputy Commissioner, Offender Management and Operations or delegate.

5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

6. Hours of Work

6.1 The ordinary full time hours of work for officers on a 5 day working arrangement employed under this Award shall be an average of 38 hours per week, to be worked Monday to Friday inclusive. In

exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.

- 6.2 The ordinary full time hours of work for officers on a 7 day or 5 of 7 day working arrangement employed under this Award shall be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.
- 6.3 Weekend work for 7 day and 5 of 7 day workers shall be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers shall not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.
- 6.4 Officers shall have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.
- 6.5 Officers may, with the approval of the Operations Scheduling Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

7. Public Holidays

- 7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.2 When rostered off on a public holiday - no additional compensation or payment.
- 7.3 When rostered on a public holiday and work performed - no additional payment.
- 7.4 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve(12) months from 1st December one year to 30 th November the next year.	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- 7.5 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:
- 7.5.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under subclause 7.4 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.5.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.6 Officers who are directed to work on the Public Service Holiday as determined by the Commissioner within the Christmas/New Year period are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

8. Rostered Day Off

- 8.1 The hours of work prescribed in subclauses 6.1 and 6.2 of clause 6, Hours of Work shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.

- 8.2 An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.
- 8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. When the rostered day off is changed by mutual agreement, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day must be given and taken in the next roster cycle.
- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be 12 days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.
- 8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation and extended leave are current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive:
- 8.6.1 payment in lieu of rostered days off; and/or
- 8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment shall be made on the first pay period after 1st December each year.

9. Additional Hours

- 9.1 No payment for additional hours to the ordinary hours of work shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift shall be entitled to time off in lieu on the basis of an hour off for each additional hour worked as outlined in the Procedures for the Management of Time Off in Lieu, Senior Assistant Superintendents and Assistant Superintendents issued 24 January 2006.
- 9.3 Time off in lieu shall be granted at a mutually agreeable time between the officer and the General Manager, but must account for the operational needs of the workplace and shall be taken within 28 days of the date such additional hours are performed.
- 9.4 Should it not be possible for this time off in lieu referred to in subclause 9.3 of this clause to be granted within 28 days of the date the additional hours are performed, time off in lieu shall be taken within a further 28 day period.
- 9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in subclauses 9.3 and 9.4 of this clause, such time shall be paid at the rate of single time for all hours worked.
- 9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with subclauses 9.3 to 9.5 of this clause and with the Procedures referred to in subclause 9.2 of this clause.
- 9.7 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked. A minimum of 3 hours shall be paid for each recall to duty on account of an emergency.

- 9.8 Work undertaken on account of an emergency outside of ordinary hours of work shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Saturday inclusive; at the rate of double time on Sunday; and at the rate of double time and one-half on a public holiday. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus \$1.
- 9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.
- 9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There shall be no additional payment for this work time.

10. Ranking Structure

- 10.1 The following ranking structure shall apply:
- Senior Assistant Superintendent (commissioned officer)
 - Assistant Superintendent (commissioned officer)
 - Operations Manager (commissioned officer)
 - Manager of Industries Levels 1 and 2 (commissioned officer)
 - Manager Centre Services and Employment (commissioned officer)
 - Manager Business Unit (commissioned officer)
- 10.2 The Commissioner reserves the right to transfer officers in accordance with Section 87 of the Act, if such action is considered to be in the best interests of the Department.
- 10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Commissioner or delegated officer. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the *Crimes (Administration of Sentences) Act 1999*. Nothing in this subclause diminishes the right of the Commissioner to direct transfers in accordance with Section 87 of the Act.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment, including an Incidental Allowance, except as otherwise expressly contained in this Award.
- 11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of subclauses 9.6 to 9.8 of clause 9, Additional Hours of this award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B Monetary rates of the Crown Employees (Public Service Conditions of Employment) Award 2009 as follows:
- 11.3.1 The rate equivalent to the Dinner rate when working a double shift;

- 11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;
- 11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm.
- 11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the provisions of clause 26 and 29 of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award, published 15 May 2009 (367 I.G. 1580) or any variation or replacement award.

12. Recreation Leave

- 12.1 Officers under this Award engaged as 5 day workers, Monday to Friday, shall be entitled to recreation leave in accordance with the provisions of the Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2009, that is, four weeks paid leave for each completed year of service.
- 12.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive, in addition to four weeks recreation leave in subclause 12.1 of this clause, an additional two weeks recreation leave.
- 12.3 Limits on accumulation and direction to take recreation leave shall be in accordance with subclause 77.2 of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 12.4 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by subclause 77.2 of the Crown Employees (Public Service Conditions of Employment) Award 2009, except by written agreement with the Commissioner in special circumstances.
- 12.5 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

13. Annual Leave Loading

- 13.1 Annual Leave loading payable to officers under this Award shall be paid in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

14. Leave Entitlements

- 14.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with Part 6 of the Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
- 14.2 Extended leave entitlements shall be granted and administered in accordance with Section 55 and Schedule 3 of the Act and the Personnel Handbook.
- 14.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

15. Higher Duties

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position) shall be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.

- 15.2 This higher duties allowance shall be paid on a daily basis.
- 15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher position under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2009 shall be paid a higher duties allowance to the higher position on a daily basis when such work is performed.

16. Performance Agreement

- 16.1 All officers shall enter into a performance agreement with the Department.
- 16.2 Performance agreements will be reviewed every 6 months by the General Manager. Officers who have not met the targets in a performance agreement shall be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Assistant Commissioner should an officer disagree with a review.
- 16.3 The parties recognise that the Commissioner, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Permanent Part-Time

- 17.1 The Department is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements shall be acceptable to both the Department and the officer and shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issues by the Public Employment Office in October 1995.

18. Professional Conduct

- 18.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the departmental Corporate Plan.
- 18.2 Conduct of duties: Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the departmental Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff and inmates.
- 18.3 Dress Policy: Officers shall comply with the requirements of the departmental Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display departmental name tags. Officers are responsible for ensuring that all staff under their supervision comply with the departmental Dress Policy.
- 18.4 Case Management: Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

19. Equality of Employment and Elimination of Discrimination

- 19.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment Free Workplace

- 20.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 20.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 20.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Association.
- 20.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 20.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, 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.
- 21.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5 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.

22. Occupational Health and Safety

- 22.1 At all times officers shall comply with the *Occupational Health and Safety Act 2000* and Regulations.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:

- 22.2.1 Implementation of appropriate health and safety procedures;
 - 22.2.2 Appropriate management and risk assessment practices;
 - 22.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare;
 - 22.2.4 Management and officer participation on Safety Committees.
- 22.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Occupational Health and Safety Act 2000* and Regulations.

23. Flexible Working and Operational Arrangements

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issues by the Public Employment Office in October 1995.
- 23.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups.
- 23.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 23.4 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 Any direction made pursuant to this clause shall be consistent with the Centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and the Department's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership Fees

- 24.1 The Association shall provide the Department with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to the Department at least 28 days in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, the Department shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised the Department to make such deduction.
- 24.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted by the Department on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

25.2 Grievances shall be handled in accordance with the departmental Grievance Management Policy and Guidelines. A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a departmental policy or procedure.

25.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

25.4 The parties to this Award are committed to following the steps set out below and shall continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

25.5 A dispute shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the officer's supervisor. If the dispute remains unresolved, follow Step 3.

Step 3: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative, the supervisor and the General Manager. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the Assistant Commissioner and representatives from the Industrial Relations Unit, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed between senior representatives of the Department and the relevant Association officials and/or officer's nominated representative.

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

Step 6: The dispute may be referred by either party to the Industrial Relations Commission to exercise its functions under the *Industrial Relations Act, 1996*, provided the dispute is not a claim for general increases in salary or conditions of employment contained in this Award.

- 25.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.

26. No Further Claims

- 26.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

27. Savings of Rights

- 27.1. Should there be a variation to the Crown Employees (Public Sector Salaries - 2008) Award, or to an award replacing it, during the term of this award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

28. Transitional Arrangements

- 28.1 As at the operative date of the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068), officers substantively appointed to positions which were previously covered by the Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386) received the annualised salary package as set out in clause 11, Annualised Salary Package and Allowances of this Award and the conditions of employment as set out in this Award on commencing duties in a position covered by this Award on or after 9 January 2006.

29. Area, Incidence and Duration

- 29.1 This Award shall apply to all officers as defined in clause 3, Definitions of this Award.
- 29.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) and all variations thereof.
- 29.3 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 9 July 2009.
- 29.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Schedule 1 - Annualised Salary Package

- 1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2008 \$	Annualised Salary from the first full pay period on or after 1 July 2009 \$	Annualised Salary from the first full pay period on or after 1 July 2010 \$
Senior Assistant Superintendent 7 day or any 5/7 days	96,204	100,052	104,054
Assistant Superintendent 7 day or any 5/7 days	90,050	93,652	97,398
Senior Assistant Superintendent 5 day	90,940	94,578	98,361
Assistant Superintendent 5 day	84,787	88,178	91,705

1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary first full pay period on or after 1 July 2008 \$		Annualised Salary first full pay period on or after 1 July 2009 \$		Annualised Salary first full pay period on or after 1 July 2010 \$	
	Regional Business	Yr 1	102,165	Yr 1	106,252	Yr 1
Manager 5 day	Yr 2	104,791	Yr 2	108,983	Yr 2	113,342
	Yr 3	109,290	Yr 3	113,662	Yr 3	118,208
	Yr 4	113,329	Yr 4	117,862	Yr 4	122,576
Operations Manager	108,721		113,070		117,593	
Manager of Industries Level 1 - 5 day	100,320		104,333		108,506	
Manager of Industries Level 2 - Any 5 of 7 days	100,741		104,771		108,962	
Manager Centre Services & Employment Manager of Industries level 2 5 day	95,476		99,295		103,267	
Manager Business Unit any 5/7days	96,204		100,052		104,054	
Manager Business Unit 5 day	90,940		94,578		98,361	

- 1.3 The salaries in clause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

Schedule 2 - Other Allowances

2.1	Hosiery	\$240.00 per annum	subclause 11.2
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E. A. R. BISHOP, Commissioner.

CROWN EMPLOYEES (TRANSFERRED EMPLOYEES COMPENSATION) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(Nos. IRC 577 and 592 of 2009)

Before The Honourable Justice Boland, President

16 July 2009

AWARD

1. Arrangement

Clause No.	Subject Matter
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2. Parties to the Award

The parties to this award are:

Director of Public Employment, and

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

3. Intent and Application

- 3.1 The intent of the parties to this award is to provide reimbursement towards expenses of staff members transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence in accordance with the decision of Boland J, President of 17 September 2008 in matters nos. IRC 445 and 879 of 2008.

- 3.2 Where an existing or a new staff member is otherwise ineligible for the benefits of this award a Department Head may offer in writing to the new or existing staff member any or all of the benefits available under this award on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary staff members.
- 3.3 Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice eg conveyance and stamp duty. Where applicable, both may claim the leave concessions.

4. Definitions

- 4.1 "Association" shall mean the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- 4.2 "Department Head" means "Division Head" or the Chief Executive Officer of a department as defined in the *Public Sector Employment and Management Act 2002*.
- 4.3 "Department" is as defined in the *Public Sector Employment and Management Act 2002*.
- 4.4 "Director of Public Employment" or "DPE" is as defined in the *Public Sector Employment and Management Act 2002*.
- 4.5 "Dependant" means a person who lives in the principal place of residence of the member of staff and who is wholly or in part dependent on the staff member for support.
- 4.6 "Excess rent" is rent which is paid for a private rental property in a new location which is above the affordable rate for the staff member as defined in clause 9, Temporary Accommodation Benefits - Privately Rented of this award.
- 4.7 "Family member" is as defined in clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 4.8 "Reimbursement" or "reimbursed" means payment of an expense by the employer which is actually incurred by the staff member, which the Department Head is satisfied is reasonable, and for which adequate evidence is produced by the staff member.
- 4.9 "Staff member" means an officer or departmental temporary employee as defined in the *Public Sector Employment and Management Act 2002*.
- 4.10 "Transferred Employee" means a staff member who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include a staff member transferred:
- (a) at own request;
 - (b) who has applied for a position and obtained it through a merit selection process; or
 - (c) under an arrangement between officers to exchange positions; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the metropolitan area i.e. 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; or
 - (f) on account of any misconduct;
- unless the Department Head otherwise approves.

5. Notice of Transfer

- 5.1 The Department Head will give, in writing, as long a period of notice of transfer as is practicable. A transferred employee will not be transferred with less than ten working days notice in writing except in special or urgent circumstances.

6. Leave

- 6.1 Transferred employees will be given special leave of up to five working days as necessary to carry out any of the following activities:
- 6.1.1 Visit the new location to obtain accommodation
 - 6.1.2 Prepare and pack personal and household effects prior to removal
 - 6.1.3 Arrange storage
 - 6.1.4 Travel to the new location for the purpose of commencing duty
 - 6.1.5 Clean the premises being vacated
 - 6.1.6 Occupy and settle into the new premises.
- 6.2 If satisfied that the activities referred to above cannot be completed within five working days, the Department Head may grant additional special leave, as considered necessary.
- 6.3 Subject to operational requirements, where a transferred employee has not been able to secure permanent accommodation at the new location, the transferred employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the transferred employee to spend two consecutive days and nights at home each four weeks. Where a public holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such public holiday.
- 6.4 Where this is not practical due to the distance home, a transferred employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Department Head and the transferred employee.

7. Travelling and Meal Expenses

- 7.1 A transferred employee shall be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in the Crown Employees (Public Service Conditions of Employment) Award 2009, on the following basis:
- 7.1.1 For the transferred employee and one member of the household to travel to the new location to seek accommodation.
 - 7.1.2 For the transferred employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the transferred employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.
 - 7.1.3 For the transferred employee proceeding on special leave under subclauses 6.3 and 6.4 of clause 6, Leave of this award.
- 7.2 Where a transferred employee elects to use a private vehicle the motor vehicle allowance shall not exceed the equivalent cost of economy air fares.
- 7.3 Transferred employees travelling to the new location to commence duty who elect to use a private vehicle shall be paid at the official business rate.

- 7.4 When a transferred employee, travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 26, Travelling Compensation of the Crown Employees (Public Service Conditions of Employment) Award 2009.

8. Temporary Accommodation Benefits - Commercially Provided

- 8.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to transferred employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

8.1.1 Transferred employees without dependant relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed \$254 per week.

8.1.2 Transferred employees with dependant relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 for each dependant child 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Transferred Employee and Spouse \$ per annum	Amount \$ per week	Each Dependant Child 6 yrs of age and over (max. contribution \$54 per week) \$ per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

8.1.3 A transferred employee required to move to the new location ahead of the dependants will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.

- 8.2 To be eligible for any Temporary Accommodation Benefit a relocated transferred employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependants, where applicable) at the new location pending a residence becoming available.

- 8.3 This clause will not apply to Government-owned residences.

- 8.4 Where the period of four weeks referred to in subclause 8.1 of this clause is not sufficient for the transferred employee to obtain suitable permanent accommodation, the Department Head will consider each case on its merits but will require full particulars to be supplied.

- 8.5 Temporary Accommodation Benefits will not be paid to more than one person per household.

- 8.6 The Department Head will discontinue payment of Temporary Accommodation Benefits if satisfied the transferred employee has rejected suitable accommodation.

9. Temporary Accommodation Benefits - Privately Rented

- 9.1 Where a transferred employee secures privately rented accommodation (eg a private house) at his or her new location and incurs excess rent then the transferred employee shall receive assistance as per the table below:

Officer with 2 or more dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

9.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred employee means rent in excess of the staff member's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Staff member's weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25

The formula for calculating a staff member's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

- 9.3 Department Heads may require transferred employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a transferred employee of a statutory declaration.
- 9.4 In exceptional circumstances, Department Heads may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

10. Removal and Storage Expenses

- 10.1 A transferred employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:
- 10.1.1 Expenses reasonably incurred by transferred employees and their families for meals and accommodation during the course of the journey.
 - 10.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the transferred employee's new location.
 - 10.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Department Head for consideration.
 - 10.1.4 An advance payment to cover the whole or part of the removal expenses provided that the transferred employee repays any unused portion within one month of incurring the cost of removal, unless the Department Head otherwise approves.

- 10.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the transferred employee, the furniture and household effects arrive late at the new location, or are moved before the transferred employee's departure from the former location.
- 10.2 Where the Department Head is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The transferred employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 10.1.3 of this clause.

11. Depreciation and Disturbance Allowance

- 11.1 Where the Department Head is satisfied that the transferred employee has removed a substantial portion of the household's furniture, furnishings and fittings, the transferred employee will be paid a Depreciation and Disturbance Allowance of \$1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of \$7,037 or pro rata if the value is less.

12. Education of Children

- 12.1 A transferred employee will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the transferred employee's new location. The transferred employee will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred employee's new location.
- 12.2 A transferred employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependant child required to change schools as a result of the staff member's transfer from the former location to the new location subject to advice from the new school.

13. Reimbursement of Transaction Expenses

- 13.1 A transferred employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.
- 13.2 Such Transaction Expenses will include:
- 13.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;
 - 13.2.2 Stamp duty on the purchase;
 - 13.2.3 Real estate agent commission on the sale of former residence;
 - 13.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;
 - 13.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.
- 13.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.
- 13.4 Other than for stamp duty as detailed in subclause 13.5 of this clause, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a transferred employee.

- 13.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement at the new location, reimbursement of stamp duty will not exceed the property value of \$520,000.
- 13.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.
- 13.7 The Department Head may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The transferred employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.
- 13.8 A transferred employee who does not sell a residence at the former location, but buys a residence at the new location (or land upon which to build a residence), shall be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the transferred employee enters into occupation within 15 months of transfer to the new location.

14. Reimbursement of Incidental Costs

- 14.1 The transferred employee will receive reimbursement for the following Incidental Costs of relocation:
- 14.1.1 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating transferred employee;
- 14.1.2 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the transferred employee's former residence;
- 14.1.3 Survey certificates and pest inspection costs for the new residence;
- 14.1.4 Mail re-direction from the former residence to the new residence for 1 month.

15. Retirement and Death

- 15.1 Upon retirement from the Public Service the transferred employee will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a place of their choice within the State of NSW provided the transferred employee's relocation is effected within 12 months following the date of retirement.
- 15.2 In the event a transferred employee dies, the partner and dependant children or dependant relatives will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the transferred employee.
- 15.3 For retirement and death the maximum amount of reimbursement will be limited to that payable had the transferred employee moved to the place of original recruitment to the Public Service.
- 15.4 "The place of original recruitment" means the address of the workplace where the transferred employee first began duty with the NSW Public Service.

16. Additional Benefits

- 16.1 Subject to approval from the Director of Public Employment, a Department Head may offer additional support or benefits not specifically referred to in this award to assist in the attraction, recruitment or relocation of a staff member to a location. For example this may include assistance with housing, education or career development expenses.

17. Existing Entitlements

- 17.1 This award shall not operate to deprive a transferred employee assigned to work at a new location, prior to the making of this award, of any existing entitlements to compensation.

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, 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 a staff member because the staff member 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*;
 - 18.4.4 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.
- 18.5.1 Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
 - 18.5.2 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."

19. Grievance and Dispute Settling Procedures

- 19.1 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.
- 19.2 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.

- 19.3 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 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.
- 19.4 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.
- 19.5 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.
- 19.6 The Department Head may refer the matter to the DPE for consideration.
- 19.7 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.
- 19.8 A staff member, at any stage, may request to be represented by the Association.
- 19.9 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.
- 19.10 The staff member, Association, 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.
- 19.11 Whilst the procedures outlined in subclauses 19.1 to 19.10 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.

20. Area, Incidence and Duration

- 20.1 This award rescinds and replaces the Crown Employees (Transferred Officers Compensation) Award published on 28 September 2007 (363 I.G. 843) and all variations thereof.
- 20.2 This award rescinds and replaces the Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No 2354 of 1981.
- 20.3 The Award shall take effect on and from 16 July 2009 and shall remain in force for a period of 12 months.

R. P. BOLAND J , *President*

DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by N.S.W. Dental Assistants Association, Industrial Organisation of Employees.

(No. IRC 1005 of 2009)

Before Commissioner Bishop

21 July 2009

VARIATION

1. Delete subclause (ii) of clause 1, Wages and Classifications, of the award published 27 February 2004 (343 I.G. 434), and insert in lieu thereof the following:
 - (ii) 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**

- (i) Adults:

Level	State Wage Case 2007 (\$20.00)	State Wage Case 2008 4%
1	563.60	586.15
2	584.50	607.90
3	618.20	642.95
4	659.90	686.30
5	720.50	749.30

- (ii) Juniors:

Age	State Wage Case 2007 (4%) \$	State Wage Case 2008 (4%) \$
At 16 years of age	272.00	282.90
At 17 years of age	297.45	309.35
At 18 years of age	367.60	382.30
At 19 years of age	420.15	436.95
At 20 years of age	496.00	515.85

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount \$
1	3 (ii)	Saturday Ordinary Time	13.95
2	4 (iv)	Meal money	12.40
3	17	Clothing allowance	8.05
4	23	First - Aid	9.70

NOTE:

The expense related allowances in this Award have been varied to take into account movements in the Consumer Price Index up to and including the quarter ending March 2009.

3. This variation shall take effect from the first full pay period to commence on or after 21 July 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

ENERGY AUSTRALIA CONSENT AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Energy Australia.

(No. IRC 2328 of 2008)

Before The Honourable Mr Deputy President Harrison

30 June 2009

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1. Title

This Agreement is to be known as the EnergyAustralia Agreement 2008.

2. Area, Incidence, Parties and Duration

2.1 The Parties to this Agreement are:

EnergyAustralia

Electrical Trades Union of Australia, New South Wales Branch [ETU]

New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union [USU]

Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]

Public Service Association of New South Wales [PSA]

Australian Workers' Union [AWU]

Construction, Forestry, Mining and Energy Union (Mining and Energy Division) NSW Branch [CFMEU]

Australian Manufacturing Workers' Union (Vehicle Division) [AMWU]

2.2 This Agreement rescinds and replaces the EnergyAustralia Agreements 2006 and all subsequent variations.

2.3 The Agreement rescinds and replaces:

2.3.1 The Professional, Managers and Specialists' Enterprise Agreement 2006

- 2.3.2 The Engineers' Enterprise Agreement 2006
- 2.3.3 The Executive Assistants' Enterprise Agreement 2006 and
- 2.3.4 The Commercial Graduate Development Programme Enterprise Agreement 2006.
- 2.4 The Parties intend for this Agreement to be legally binding and enforceable and, until the Agreement is replaced by another collective agreement (registered with the relevant body or otherwise), for the Agreement to form part of each employee's contract of employment.
- 2.5 This Agreement shall apply to all current and future employees of EnergyAustralia who are members, or eligible to be members of the above mentioned parties and who are engaged in the classifications set out in Appendices 3, 4, 5 and 6 of this Agreement (including any additional classifications introduced in accordance with Sub-clause 2.8). Union parties are acting as agents for employees who are members or eligible to be members of the relevant union.
- 2.6 This Agreement shall have no application to any employee employed under individual contract as a senior manager.
- 2.7 This Agreement shall take effect from 19 December 2008 and shall cease to have effect on 18 December 2010.
- 2.8 The Parties to this Agreement agree to making additions to Appendices 3, 4, 5 and 6 'Classifications', of this Agreement by consent where new employment classifications are created by EnergyAustralia. In the event that a new employment classification is created by EnergyAustralia, the Parties agree that the role shall be evaluated in accordance with Sub-clauses 10.2-10.5 to determine the appropriate rate of pay.
- 2.9 The Parties agree that the remuneration payable under this Agreement is in satisfaction of any entitlements or benefits under any award or applicable enterprise agreement that applies to the employees covered by this Agreement excepting those indicated in Appendix D, (No. 22, 28-33) which may vary from time to time.
- 2.10 The Parties agree not to make any claims, in their own right or for or on behalf of any employee, for any entitlements or benefits under any award or other applicable industrial instrument that applies to the employees covered by this Agreement.
- 2.11 Any remuneration paid by EnergyAustralia to an employee covered by this Agreement, which is in excess of the legislated basic minimum hourly amount payable to the employee, may be offset against any claim by an employee for entitlements or benefits under any other award or industrial instrument which might be found to apply to the employee.

3. Definitions

- 3.1 "Appointed Grade" means the position to which an employee has been appointed by the Managing Director other than under the provisions of Clause 43, Higher Grade Pay.
- 3.2 "Day Off" means a day off in accordance with a regular nine day fortnight working period arrangement.
- 3.3 "Dismissal" means termination of service with EnergyAustralia for misconduct, or repeated unsubstantiated absences from work.
- 3.4 "Managing Director" means the Managing Director of EnergyAustralia.
- 3.5 "Medical Officer" unless specified otherwise, means EnergyAustralia's Medical Officer or a medical practitioner acting on EnergyAustralia's behalf.

- 3.6 "Ordinary Rate of Pay" means the rate of pay applicable to the appointed grade of an employee as prescribed in this Agreement and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 3.7 "Resignation" means voluntarily leaving the service of EnergyAustralia.
- 3.8 "Retirement-Age" means termination of service in accordance with Sub-clause 37.4.
- 3.9 "Retirement-Ill Health" means terminating of service by EnergyAustralia on account of ill-health, it being certified by EnergyAustralia's Medical Officer, or a medical practitioner as agreed between the Managing Director and the Secretary of the Union concerned, that such ill-health renders the employee unable in the future to perform the duties of the employee's appointed position or equivalent.
- 3.10 "Rostered Day Off" means a day off for a shift worker under a shift work roster; or for a day workers, means a week day Monday to Friday on which the employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 3.11 "Service" means service calculated in accordance with provisions of Clause 38, Calculation of Service.
- 3.12 "Trade classifications" are occupational groups whose members are required to serve an apprenticeship.
- 3.13 "Permanent Part-time employee" means an employee who is engaged for less than full time ordinary hours as prescribed by the Agreement, with regular days and number of hours each week.
- 3.14 "Casual employee" means an employee who is engaged to work on an hourly or daily basis, with a minimum engagement of three (3) hours.
- 3.15 "Fixed Term Employment" means when it is not expected that there will be an on going need for the position. A fixed term employee is one who is engaged for a fixed period.

4. Referral Agreement

4.1 Recitals

- 4.1.1 The Parties to this Agreement have agreed to confer upon the Industrial Relations Commission of New South Wales ("the Commission") powers under section 146A of the Industrial Relations Act 1996 (NSW) ("The Act") to resolve an industrial dispute ("a Dispute").
- 4.1.2 This Referral Agreement refers all industrial matters (within the ordinary meaning of the expression) between the Parties to the Commission arising in relation to the EnergyAustralia Agreement 2008.
- 4.1.3 The Parties agree that the referral of a Dispute to the Commission under this Referral Agreement also complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 ("The WR Act") or any Act replacing The WR Act, to the extent that The WR Act or any Act replacing The WR Act, can or does apply to that Dispute.
- 4.1.4 The Parties agree that the referral of a Dispute to the Commission under this Referral Agreement relates only to the industrial matters arising in relation to the Agreement, and will not apply to any other matters in dispute between the Parties now or in the future.
- 4.1.5 The Parties agree to be bound by the terms of this Referral Agreement.

4.2 Terms of the Referral Agreement

- 4.2.1 The Parties confer on the Commission all of the functions and powers prescribed by The Act, as amended, including all related procedural powers in accordance with the Regulations, Rules and Practice Directions of the Commission.

- 4.2.2 In referring a Dispute to the Commission, the Parties agree the Commission may exercise all of the functions and powers prescribed by The Act, as amended, including all related procedural powers Regulations, Rules and Practice Directions of the Commission.
- 4.2.3 Subject to the rights of appeal of any party, any determination, award, order or direction made by the Commission, in relation to the Agreement, is binding on the Parties. The Parties will implement forthwith or within such other time as may be specified by the Commission, any determination, award, order, finding, direction or other decision made by the Commission.
- 4.2.4 A party may decide to appeal a determination, award, order or direction made by the Commission pursuant to this Referral Agreement. Any such appeal must proceed in a manner as provided by Chapter 4 Part 7 of The Act and must be determined in a manner as provided in section 192 of The Act.
- 4.2.5 The making of this Referral Agreement does not prejudice the ability of the Parties to agree to refer any future dispute to the Commission under another Referral Agreement.
- 4.2.6 This Referral Agreement may not be modified or varied unless by further written agreement signed by the Parties.
- 4.2.7 This Referral Agreement shall remain in force until 18 December 2010, or until terminated by written agreement, signed by the Parties. The Referral Agreement may continue to operate beyond the nominal expiry date until rescinded and replaced by the Parties.
- 4.2.8 The Parties also agree that this Referral Agreement complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 (as amended) ("The WR Act"), to the extent that The WR Act can or does apply to that Dispute, [employer] and/or [union].

5. Grievance Resolution

- 5.1 A Grievance is a complaint raised by an employee regarding a perceived or actual wrong that causes resentment and is grounds for action. The grievance may be related to personnel procedures, interpersonal conflicts, or any other work related matter. If the grievance is of an industrial nature, then it will be addressed in accordance with the dispute resolution procedure at Clause 6.
- 5.2 All Grievances are to be resolved in accordance with the Grievance Policy and Procedure (Hrg1), with the exception of those grievances of an industrial nature, or those covered by the specific procedures contained in the EnergyAustralia EEO, Anti-discrimination and Harassment Prevention Policy.

6. Disputes Resolution

- 6.1 A Dispute is a formal disagreement between the Parties which involves more than one employee and concerns a general workplace issue, practice or procedure arising from this Agreement, which extends beyond an individual grievance or claim.
- 6.2 The Parties accept that the following general principles will be observed when it is necessary to rely on these dispute resolution procedures:
- The use of unilateral action is equivalent to one party seeking to impose its will on the other.
- Every attempt must be made to resolve matters within EnergyAustralia.
- Only as a last resort should reference to external agencies be considered.
- 6.3 Any dispute shall be dealt with as follows:
- 6.3.1 The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within two (2) working days.

- 6.3.2 If not resolved at 6.3.1 above, the matter will be considered by the employee(s), employee(s)'s local union delegate/organiser and the local Manager concerned. The matter will be dealt with as soon as possible, but no more than two (2) working days after the initial contact.
- 6.3.3 If the matter is unable to be resolved under 6.3.1 and 6.3.2 above, then it will be referred to the Division's Employee Relations/Human Resources Manager and the appropriate Union Official. The matter will be dealt with as soon as possible, but no more than two (2) working days after initial contact.
- 6.3.4 If the matter is unable to be resolved under 6.3.3 above, a conference will be arranged between EnergyAustralia's Manager Industrial Relations/ Group Manager Human Resources and representatives of the union concerned to discuss the matter and endeavour to achieve a settlement. Such conference will take place within two (2) working days after 6.3.3 above.
- 6.3.5 In the event of failure to resolve a matter by the appropriate steps as set out above and where the Parties are unable to agree, there shall be a 'cooling-off' period of 72 hours, excluding weekends and Agreement/Public Holidays, to enable the Parties to re-assess their respective positions.
- 6.3.6 If the dispute remains unresolved, a party to the dispute can seek to have the matter resolved by the New South Wales Industrial Relations Commission in accordance with the Referral Agreement (at Clause 4) under section 146A of the Industrial Relations Act 1996.
- 6.3.7 During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.
- 6.3.8 At each stage of the resolution process the Parties will attempt as much as possible to reach agreement on the further process to be followed.

7. Consultation

- 7.1 The term 'consultation' is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision.
- 7.2 All proposals for change which affect employees will be discussed between the Parties before final decisions are made. In this way, the genuine concerns of employees will be taken into consideration in the planning process. The Parties will provide each other with the information they need to enable them to participate in any discussions.
- 7.3 The Parties will consult before deciding to reduce the size of the workforce. Those discussions will include exploring alternatives, which may assist employees to continue in equivalent employment while achieving the necessary structural adjustments.
- 7.4 The commitment to consultation for change necessarily encompasses a high level of information exchange and sharing information. The Parties therefore agree to maintain the confidentiality of commercially sensitive information at all times.
- 7.5 The Parties may communicate jointly with the employees about major issues and achievements, which affect the workplace. They will not unjustly criticise each other or seek to publicly denigrate the views of the other.
- 7.6 Peak Consultative Committee ("PCC")
- 7.6.1 Where a party to the Agreement determines a specific business need has arisen, an issue-specific Peak Consultative Committee will be established comprising the relevant Senior Executives, Managers of Divisions, Union Officials and Employee representatives elected from the

respective Divisional Workplace Consultative Committees, to consult with respect to the specific issue(s).

- 7.6.2 These meetings will have organisational change and workplace reform as the primary focus.
- 7.6.3 If a matter raised at the PCC is under consideration at another Committee, it may be noted at the PCC; however, matters more appropriately dealt with at another Committee will not be dealt with at the PCC (including but not limited to Occupational Health and Safety matters, and Contracting Out).
- 7.6.4 The PCC shall meet on an as need basis; however, members of the PCC shall be afforded a minimum of one (1) weeks notice of any proposed meeting.
- 7.6.5 The PCC shall have an independent Chair and members shall participate in appropriate training to fulfil their duties.

7.7 Divisional Consultative Committees ("DCC")

- 7.7.1 Where the Divisional Executive General Manager or designated representative determines, or when a business need arises, an issue-specific Divisional Consultative Committee will be established, comprising senior executives and managers of the Division, and a number of employees elected by their peers to represent the main occupations and classifications of the Division to consult, with respect to the specific issue(s).
- 7.7.2 At a minimum, meetings are to be convened every second month, or as noted at 7.4.1.
- 7.7.3 Other management representatives and union officials are ex-officio members of these committees.
- 7.7.4 These meetings will have organisational change and workplace reform specific to the Division as the primary focus; however, matters more appropriately dealt with at already established committee(s) will not be dealt with at the DCC.
- 7.7.5 Additionally, a DCC shall act as a forum for EnergyAustralia, unions and employees to consider contracts which have been awarded to external providers by EnergyAustralia where the contract value exceeds \$350,000. Contracts worth less than \$350,000 may also be considered at the DCC in exceptional circumstances. This function of the DCC is to confirm that EnergyAustralia's proposed processes for the contracting out of work pursuant to Clause 8, Outsourcing/Contracting Out, of this Agreement are adequate.
- 7.7.6 The Parties agree to devise and adhere to a DCC Charter for each DCC.

8. Outsourcing/Contracting Out

- 8.1 In circumstances where EnergyAustralia is examining outsourcing or contracting out of work activities:
 - 8.1.1 It will advise the employees and their union(s) and provide them with at least 28 days notice to respond with suitable proposals about possible alternative arrangements to outsourcing or contracting out;
 - 8.1.2 Prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered;
 - 8.1.3 If it is subsequently determined that expressions of interest or tenders are to be invited, EnergyAustralia will provide the union(s) with a copy of the document which has been prepared.
 - 8.1.4 Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable and price.

- 8.1.5 If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- 8.2 Work will only be outsourced or contracted out when it can be demonstrated that either;
- 8.2.1 insufficient overall resources are available to meet the current EnergyAustralia overall work commitment and work timetable, or
- 8.2.2 the failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
- 8.2.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account quality, safety, performance, cost and the overall strategic direction of EnergyAustralia.
- 8.3 When a decision is made by EnergyAustralia to outsource/contract out work not already outsourced or contracted out, or in a review of existing contracts, EnergyAustralia will only award a contract to a contractor that demonstrates it has established appropriate industrial relations policies and practices and that it complies with industry safety standards, environmental standards and quality standards.
- 8.4 In evaluation of conforming expressions of interest or tenders, any comparisons will be made on a basis discounting any overheads that would continue even if the work was outsourced or contracted out. Such overheads would typically include tendering costs, contract administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.
- 8.5 In the event that it is determined to outsource or contract out work, affected employees will have access to the full range of options available under the EnergyAustralia policies which apply at the time, including training and/or retraining.

9. Occupational Health and Safety

- 9.1 For the purpose of the clause, the following definitions shall apply:
- 9.1.1 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.
- 9.1.2 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.
- 9.2 Where EnergyAustralia engages a labour hire business and/or a contract business to perform work wholly or partially on EnergyAustralia's premises, EnergyAustralia shall do the following (either directly or through the agency of the labour hire or contract business):
- 9.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 9.2.2 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;
- 9.2.3 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

- 9.2.4 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.
- 9.3 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.
- 9.4 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 procedures contained in Clause 6.

10. Training

- 10.1 Skill development and continuous learning is a critical foundation for the continued success of the organisation.
- 10.2 Changes to an employee's work shall not justify an increase in pay unless the change in the work constitutes such a significant net addition to the work requirements that it warrants creation of or advancement to a new classification. Changes in work value can only arise from changes in the nature of work, the level of skill required or the level of responsibility exercised.
- 10.3 Whether or not a job warrants re-classification shall be determined by the Head Office Manager of Job Evaluation in consultation with relevant parties.
- 10.4 Where it is determined that the job warrants re-classification the evaluation will be carried out by a properly constituted job evaluation committee. A properly constituted job evaluation committee shall comprise one union representative, a management representative and the Job Evaluation Administrator.
- 10.5 Competency/Skills-based classification structures will be progressively developed and refined, in line with work and job design, which recognises organisational and employee needs.
- However, the Parties agree there will be no further claims for skills structure reviews with work-value related effect, in recognition of having undertaken thorough reviews in recent years.
- 10.6 Skill Structure reviews currently being undertaken (and not concluded on execution of this Agreement) will be completed during the life of this Agreement, limited to:
- 10.6.1 Engineering Officers;
- 10.6.2 Low Voltage Customer Service Technicians - Customer Supply;
- 10.6.3 Technician (Workshops).
- 10.7 All Competency/Skill-based classification structures will:
- 10.7.1 provide the basis for pay and progression linked to the acquisition and use of skills within the scope of the classification;
- 10.7.2 enhance the opportunities for workplace flexibility,
- 10.7.3 meet the needs of the organisation,
- 10.7.4 address the joint requirements of improved productivity, quality and performance, and development opportunities for individuals.
- 10.8 It is recognised that skill and learning differences between specific work areas or locations will exist despite organisation wide requirements for fairness and employee mobility.

10.9 Supporting Mechanisms

10.9.1 To support the competency/skills-based classification structures, employees may be given the opportunity to become skilled in:

10.9.1.1 Workplace Training (the delivery of workplace training);

10.9.1.2 Skill Module Development (the design of competency-based modules);

10.9.1.3 Workplace Assessment (the assessment of competency against agreed competency standards); and

10.9.1.4 Reading, writing, numeracy and spoken communication.

10.9.2 The identification of competency/skill development requirements will be assisted by EnergyAustralia's performance development system.

10.10 Learning Time

10.10.1 On and off the job learning opportunities will be available to employees to meet the training needs of the organisation.

10.10.2 Wherever practicable, this will take place in normal working time.

10.10.3 Where learning and skill development takes place out of hours, employee family commitments will be taken into consideration.

10.10.4 Payments for learning undertaken outside normal hours will be determined on a case by case basis, prior to commencement of the program. However, when it is agreed, where such training is linked to a competency/skills based structure, payments will be made at the rate agreed between the Parties, not to be less than ordinary rates.

10.10.5 Penalty rates shall apply to all management-directed and/or regulatory training that occurs outside normal working hours.

11. Wages & Salaries

11.1 From 19 December 2008 employees covered by this Agreement as classified in Appendices 3, 4, 5 and 6 are to be paid the appropriate wage or salary according to their approved pay point as per Appendix 1.

11.2 From 19 December 2009 wage or salary for employees covered by this Agreement as classified in Appendices 3, 4, 5 and 6, are to be paid the appropriate wage or salary according to their approved pay point as per Appendix 1.

11.3 The rates of pay set out in Appendices 1 include an "EnergyAustralia Allowance". This is set at:

\$44.97 per week from 19 December 2008;

\$46.54 per week from 19 December 2009.

The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working.

12. Method of Payment

- 12.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions, with a registered BSB number.
- 12.2 Employees shall be paid weekly.

13. Allowances

13.1 Electrician's Licence Allowance

Paid to employees who are appointed as tradespeople to positions agreed with the Secretary of the ETU and who hold a current NSW Electrician's Licence. The allowance is also payable to employees who were appointed to certain positions prior to 10 December 1981, whether or not they hold an electrician's licence. Paid for all purposes. This allowance shall be payable in accordance with the conditions applicable to and as prescribed by the Electricians & C. (State) Award as varied from time to time (Appendix D, Allowances, Item No. 28).

13.2 Electrical Safety Rules and Skills Allowance

Paid to employees appointed to electrical positions as agreed by the Secretary of the ETU who have passed a test of their knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. The allowance is also payable to employees who were appointed to certain positions prior to 22 December 1981. Employees will be required to undergo refresher training. Effective on and from 19 December 2000, apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. Paid for all purposes. (Appendix D, Allowances, Item No. 25).

13.2.1 Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians. (Appendix D, Allowances, Item No. 27)

13.2.2 Pro-rata Safety Rules Allowance paid to Electricity Supply Operatives who have passed an abridged version of the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Operative Allowance (Appendix D, Allowances, Item No. 26).

13.3 Plumber's Registration Allowance is paid to an employee who is required to hold a Certificate of Registration in the course of employment. Paid for all purposes. (Appendix D, Allowances, Item No. 29).

13.4 Employees, other than shift workers, in a continuous process, when in charge of depot, office or telephone during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No. 13).

13.5 An employee appointed to a salaried position who is certified by the relevant Executive General Manager as qualified and competent to carry out the full range of cashiering, customer inquiry and customer advisory work and working in a Customer Service Centre other than in the EnergyAustralia Head Office building shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No. 15). Provided that the provisions of this paragraph shall not apply to an employee who has been appointed to carry out higher-grade duties in a Customer Service Centre.

13.6 Employees who are required to use materials containing asbestos or to work in close proximity to employees using such material shall be paid the amount in (Appendix D, Extra Rates, Item No. 16). This is paid for the disability of wearing protective gear.

13.7 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in (Appendix D, Extra Rates, Item No. 17). This is paid for the disability of wearing protective gear.

- 13.8 Pneumatic machine tool workers in charge of an air-compressor shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No. 18).
- 13.9 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No. 20).
- 13.10 Employees, other than shift workers, in a continuous process, when in charge of plant during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No. 14).
- 13.11 Employees who are accredited as an interpreter with the National Accreditation Authority for Translators and Interpreters (NAATI) and are nominated to be paid a Community Language Allowance because they are frequently called on to act as interpreters shall be paid the amount in (Appendix D, Extra Rates, Item No. 22).
- 13.12 Employees engaged in handling silicate of cotton, slag wool, insulwool or other similar loose material shall be paid the amount in (Appendix D, Extra Rates, Item No. 19). This is paid for the disability of wearing protective gear.
- 13.13 Employees appointed to trades positions and engaged in bricklaying, carpentry, painting, plastering, plumbing and sign writing who are required to supply and maintain their own tools of trade shall be paid the tool allowance prescribed from time to time in the appropriate State Award (Appendix D, Extra Rates Item No. 30, 31, 32).
- 13.14 Employees engaged on any chokage and who are required to open any soil pipe, waste pipe or drain pipe conveying offensive material shall be paid the amount prescribed from time to time in the Plumbers and Gas Fitters (State) Award.
- 13.15 Ex-Orion Energy employees who are not provided with tools and are required to provide their own tools shall be paid the amount in (Appendix D, Allowances, Item No. 11).
- 13.16 Sustenance Allowance

Where an employee is required to work at a location which is not their usual place of work and are required to stay overnight, and when arrangements have not been made for accommodation, meals and/or general out of pocket expenses paid in advance by EnergyAustralia then the employee shall be paid the sustenance allowance rate outlined in (Appendix D, Extra Rates, Item No. 23). Application of this clause will be provided to the employee in writing prior to the employee being required to work at a location that is not their usual place of work, including an overnight stay.

14. Productivity and Work Practice Development

- 14.1 Productivity and work practice development is the foundation of EnergyAustralia continuing to be a safe workplace and reliable supplier to our customers.
- 14.2 EnergyAustralia, its employees and the Unions party to this Agreement (refer Sub-clause 2.1) understand that the adoption of new technology and regular review of work processes and, when identified, the removal of inefficient or redundant activities constitutes a vital element in improving EnergyAustralia's business objectives and are committed to seeking continuous improvement in all that we do.
- 14.3 EnergyAustralia, its employees and the Unions party to this Agreement undertake to achieve Australia's best practice and business success through increased productivity measured in terms of safety, timely completion of work, quality and cost.
- 14.4 The following are provided as examples of the type of changes required and is not an exhaustive list; the Parties anticipate including more as the process progresses.

Introduction of new technology

Management of excess annual leave balances, generally an accumulation of annual leave beyond a maximum of 40 or 50 days depending on day/shift work

Purchase of additional annual leave

Harmonisation of work activities to ensure maximum utilisation of permanent staff by the abolition of inter-trade barriers between skill groupings

Expand limited operating and ensure use of existing limited operating for appropriate classifications and employees

Contract tree trimmers to undertake their own earthing (require appropriate qualifications)

Review of all jobs and tasks to ensure best practice (no set number of tasks per day etc)

Authorised Service Providers to replace service wires after storms (where EnergyAustralia staff are unavailable due to other emergency work to assist EnergyAustralia to restore supply to its customers)

Ensure adherence to safe work method statements

Revision of supplementary pay points for clerical and administrative employees

Introduction of a new Admin / Clerical / Customer Service Representatives SR Classification definitions and structure

The Parties acknowledge the existence of an electrical working group established by COAG through ENA to develop common electrical work practices throughout Australia and agree, where practicable, to implement into EnergyAustralia the ENA electrical working group's recommendations.

14.5 Proposals for Change

14.5.1 EnergyAustralia will develop initial proposals for change.

14.5.2 The Parties to the Agreement will further develop the initial proposals for change.

14.5.3 Employees/Unions that may be impacted on by the proposals for change will be consulted and will be able to provide input on how any changes may be implemented.

14.5.4 Following consultation the Parties may determine that a trial of the proposals for change is appropriate to ensure compliance with Sub-clause 14.1; the nature of the trial will be determined by the Parties to the Agreement.

14.6 If there is any dispute during the abovementioned process then the Parties agree to resolve the dispute through the resolution procedure at Clause 6.

15. Hours of Work

15.1 Ordinary Hours

The Parties agree that it is essential that sufficient employees be scheduled on to meet the business and customer service requirements in each workplace. Therefore, the hours of work will be scheduled after taking into consideration:

15.1.1 The provision of service;

15.1.2 The work of the branch, section or team; and

15.1.3 The personal circumstances of the employees, including parental responsibilities.

The hours of work for individual employees including start and finish times will be determined by agreement only after consultation with their manager which will take into account 15.1.1, 15.1.2 and 15.1.3 above. Individual schedules will not be altered so often that would be disruptive to the work organisation and employee's home lives. If it is proposed that the ordinary hours extend beyond eight (8) hours per day or 1800 hours or on a weekend, the relevant union will be invited to participate in the consultations. In all other circumstances the union will be notified and will be involved if requested by the employees.

15.2 Maximum Hours to be Worked

Full time employees will not be required to work in excess of 72 hours in any fortnight, except as overtime.

Employees will not be required to work in excess of 12 hours a day without receiving overtime in terms of Clause 17 Overtime.

15.3 Span of Hours

The span of hours shall be 0600 hours to 1800 hours. Employees shall be available for work between these hours by mutual agreement.

The span of hours can be adjusted by mutual agreement, with the relevant union(s) and employees, to accommodate summer time arrangements, by means of a local workplace flexibility agreement.

15.4 Normal Working Week

The normal method of scheduling hours will provide for a nine day fortnight. This may be departed from where the local manager and the majority of employees affected agree and their union has been consulted. Alternative patterns of work may include patterns such as 12 hour day/six day fortnight, nine hour day/eight day fortnight, etc.

15.5 Flexibility

The scheduled start and finish times and duration of the working day can be altered on a casual basis by agreement between the employee and his/her manager to meet unforeseen changes in the workflow or to meet the personal needs of the employee. A written record of these casual arrangements must be kept by the Manager and a copy forwarded to the union.

In these cases, the total ordinary hours should not exceed 72 over two weeks. Also, in these cases, work in excess of 12 hours per day or after 1800 hours, or on a Saturday, Sunday or Agreement/Public Holiday will still attract the appropriate penalty rates.

15.6 This clause applies except in the case of flexible part-time employees or where a Local Workplace Flexibility Agreement is in place.

16. Shift Work

16.1 Definitions

16.1.1 "Shift Work" - work which is rostered outside the normal spread of hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.

16.1.2 "Shift Worker" is an employee who works shifts. An employee does not cease to be a shift worker during a period of leave for the purposes of determining accrued leave entitlements, pursuant to Clause 26.

16.1.3 "Afternoon Shift" is a shift finishing between 1800 and 2400 hours.

- 16.1.4 "Early Morning Shift" is a shift commencing between 0500 and before 0630 hours.
- 16.1.5 "Seven Day Shift workers" are shift workers who are rostered to work on each day of the week. Seven Day Shift workers are paid the rates in Appendix 1C.
- 16.1.6 "Night Shift" is a shift finishing between 2400 and 0800 hours.
- 16.2 Shift workers shall be paid the extra rates in Appendix 1D, Extra Rates, Items 3, 4 and 5. Extra rates are made on a pro rata basis for rostered shifts greater than eight hours (e.g. a nine (9) hour rostered shift receives 1.125 times the extra rate, a 12 hour rostered shift receives 1.5 times the extra rate).
- 16.3 Penalty Rates shall be paid for shift work on Saturdays, Sundays and Agreement/ Public Holidays.
- Penalty rates for all time worked during an ordinary shift on:
- 16.3.1 Saturday - Time and one half of the shift hours,
- 16.3.2 Sunday - Double Time, and
- 16.3.3 Agreement/Public Holiday - Double Time and an ordinary day's pay.
- 16.4 Change of Roster
- 16.4.1 Shift workers should normally be given at least five (5) days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.
- 16.4.2 Where an employee is given less than five (5) days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If it is not practical for the employee to be allowed time off within four (4) weeks, the employee shall be paid for the extra shifts at double time.
- 16.4.3 The provisions in 16.4.1 and 16.4.2 above do not apply to employees who are classified as relief shift workers.
- 16.5 Day workers who are required to work shifts
- 16.5.1 Day workers may be required to work shifts.
- 16.5.2 Day workers who are required to work shifts shall be paid not less than an additional 30 per cent for the first ten (10) afternoon and/or night shifts in lieu of the shift allowance. The shift allowance is still payable where the shifts occur on a Saturday, Sunday or Agreement/Public Holiday.
- 16.5.3 After working ten (10) consecutively rostered afternoon and/or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shift worker.
- 16.5.4 The additional payments in Sub-clause 16.5.2 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position involving shift work.
- 16.6 "Continuous Afternoon or Night Work" is work that is performed continuously in the afternoon or night. A person working continuous afternoon or night work is not considered to be a shift worker as defined above at 16.1.2.
- 16.6.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five (5) shifts at time and a half or at the rate otherwise provided in this

Agreement, whichever is the greater. These shifts may be organised so that an employee receives at least a full week's pay.

16.6.2 After working five (5) consecutively rostered continuous afternoon or night shifts, unbroken by a return to normal day work, the employee is deemed to be a continuous afternoon or night worker.

16.6.3 An employee engaged on continuous afternoon work or continuous night work as defined in this Agreement, who works on:

16.6.3.1 any day other than an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked;

16.6.3.2 an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.

16.6.4 The additional payments in Sub-clause 16.6.1 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position involving shift work.

16.7 This clause applies except where a Local Workplace Flexibility Agreement is in place.

17. Overtime

17.1 Subject to Sub-clause 17.2, EnergyAustralia may require an employee to work reasonable overtime at overtime rates.

17.2 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:

17.2.1 any risk to the employees' health and safety

17.2.2 the employee's personal circumstances including any family responsibilities

17.2.3 the needs of the workplace

17.2.4 the notice (if any) given by EnergyAustralia of the overtime and by the employee of his or her intention to refuse it, and

17.2.5 any other relevant matter.

17.3 All time worked in excess of the scheduled ordinary hours shall be overtime unless the employee and the manager have altered them by agreement on a casual basis in accordance with Sub-clause 15.1 Hours of Work.

17.4 All time worked outside the period 0600 - 1800 hours Monday to Friday shall be overtime unless the majority of employees and their manager have entered into a Local Workplace Flexibility Agreement which complies with Clause 24 Local Workplace Flexibility.

17.5 All overtime which commences between midnight Sunday and midday Saturday shall be paid at time and a half for the first two (2) hours and double time thereafter.

17.6 All overtime which commences between midday Saturday and midnight Sunday shall be paid at double time.

17.7 All overtime which commences on an Agreement/Public Holiday is paid at double time and a half until the employee finishes:

17.7.1 In the case of day workers, all work done on an Agreement/Public Holiday during the time which would have been the employee's normal working time is paid at triple time.

- 17.8 All overtime worked by shift workers on a day on which they are rostered off shall be paid at double time until released from duty. Shift workers are not entitled to overtime as a result of changed shifts which they organise amongst themselves.
- 17.9 No payment will be made for unauthorised overtime.
- 17.10 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least ten (10) consecutive hours off duty. If so much overtime is worked that an employee cannot take a ten (10) consecutive hour break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a ten (10) consecutive hour break. If a ten (10) hour break is not given then the employee is paid double time for all hours worked until a ten (10) consecutive hour break is taken.
- 17.11 An employee, who is recalled to work overtime and is not On Call, as provided in Clause 18 On Call, shall be paid for a minimum of four (4) hours at the appropriate overtime rate.
- 17.11.1 The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.
- 17.11.2 Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.
- 17.12 If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight (8) hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 17.13 If an employee is required to resume duty after being recalled to work overtime which exceeds four (4) hours, whether continuous or not, before having an ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.
- 17.14 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 17.15 Except where overtime is continuous (subject to a reasonable meal break) with the usual commencing or ceasing times of either a day worker's ordinary working hours or a shift worker's ordinary rostered shift on a day upon which the employee has been rostered on, "Recalled to work overtime" means:
- 17.15.1 a direction given to an employee to commence overtime work at a specified time which is two (2) hours or more prior to either the employee's usual or rostered commencing time, or one (1) hour or more after the employee's usual or rostered ceasing time (whether notified before or after leaving the employee's place of work); or
- 17.15.2 a notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or,
- 17.15.3 a notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Agreement holiday to work on any such day; or
- 17.15.4 a notification given to a shift worker to work on a rostered day off.
- 17.16 This clause applies except where a Local Workplace Flexibility Agreement is in place.

18. On Call

- 18.1 An employee who is on call shall be paid the amount in Appendix 1D, Extra Rates, Item No.'s 6, 7 and 8.

- 18.2 An employee who is on call for less than a whole week shall be paid one fifth (1/5th) of the allowance for each working day (Monday - Friday) or part thereof and one quarter (1/4) of the allowance for each Saturday, Sunday or Agreement/Public Holiday or part thereof up to a maximum of the full allowance.
- 18.3 An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
- 18.3.1 Emergency and/or breakdown work includes restoring supply to our customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure. This includes work not only on EnergyAustralia's equipment but also on our customers' equipment.
- 18.4 Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate as detailed in Sub-clause 18.6.
- 18.4.1 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.
- 18.5 An employee may be required to attend any other calls which arise prior to returning home.
- 18.6 Call outs are paid at double time with a minimum one (1) hour payment. Call outs during an Agreement/Public Holiday are paid at double time and a half with a minimum one (1) hour payment.
- 18.7 Employees who are called out are entitled to a minimum of one (1) hour's pay at double time each time they are called out.
- 18.8 If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight (8) hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 18.9 If an employee is required to resume duty after a call out which exceeds four (4) hours, whether continuous or not, before having a ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.
- 18.10 Normal meal break and meal allowance provisions apply to overtime worked on call outs.
- 18.11 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 18.12 This clause applies except where a Local Workplace Flexibility Agreement is in place.

19. Standing By

- 19.1 This clause applies to employees who are directed to stand by in readiness to work overtime. It does not apply to employees who are on call.
- 19.2 Employees who are standing by shall be paid at ordinary rates from the time the employee commences standing by until the time the employee is directed to commence overtime or to cease standing by.
- 19.3 This clause applies except where a Local Workplace Flexibility Agreement is in place.

20. Meal Break / Meal Allowance

- 20.1 Meal breaks during ordinary hours shall be of at least a half hour duration. The actual duration and timing of the break shall be set after considering the location and nature of the work and may be altered from time to time in consultation with the employees concerned.
- 20.2 If an employee is required to work longer than five (5) ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 20.3 Meal Breaks and Meal Allowances are subject to the following conditions:
- 20.3.1 For all overtime which commences immediately after an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after the first hour and a half actually worked. The second meal break and second meal allowance become an entitlement after a total of four (4) hours actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal break and meal allowance.
- 20.3.2 For all overtime which commences immediately before an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes after each period of four (4) hours actually worked. The employee shall be entitled to a meal allowance after the first two (2) hours actually worked. Another meal allowance shall become an entitlement after a total of eight (8) hours are actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal allowance.
- 20.3.3 For all overtime which is not continuous with an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after each period of four (4) hours actually worked.
- 20.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one (1) hour provided that any time in excess of 20 minutes is unpaid.
- 20.5 Meal breaks which occur during periods of overtime should be taken at the time they fall due unless the employee seeks to defer the break to a later time.
- 20.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

21. Part-Time Employment

- 21.1 A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 21.2 A part-time employee shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 21.3 The Parties will consult before introducing a new area of part-time employment.

22. Casual Employment

- 22.1 Casual Employees shall be paid a loading of 20 per cent which shall be in lieu of all entitlements provided under this Agreement including sick leave and annual leave other than those prescribed below:
- 22.1.1 Long Service Leave in accordance with the Long Service Leave Act.
- 22.1.2 Time and half plus the 20 per cent loading for all hours worked in excess of eight (8) hours per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
- 22.1.3 Double time plus 20 per cent for all hours worked after midday on a Saturday or on a Sunday or an Agreement/Public Holiday.

- 22.1.4 Casual employees shall be eligible for meal allowances and meal breaks as provided in Clause 20 Meal Break/Meal Allowance of this Agreement.
- 22.2 Provided that casual employment will not be introduced into any new area of EnergyAustralia's operations without prior consultation with the relevant union or unions.
- 22.3 The objective of this clause is for EnergyAustralia to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in EnergyAustralia's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full time or part-time employees.
- 22.3.1 A casual employee engaged by EnergyAustralia on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have their 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 sub-clause.
- 22.3.2 EnergyAustralia shall give such an employee notice in writing of the provisions of this sub-clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains their right of election under this sub-clause if EnergyAustralia fails to comply with this notice requirement.
- 22.3.3 Any casual employee who has a right to elect under Sub-clause 22.3.1, upon receiving notice under Sub-clause 22.3.2 or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to EnergyAustralia that they seek to elect to convert their ongoing contract of employment to full time or part-time employment, and within four (4) weeks of receiving such notice from the employee, EnergyAustralia shall consent to or refuse the election, but shall not unreasonably so refuse. Where EnergyAustralia 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 EnergyAustralia's Grievance Procedure, or the Disputes resolution procedure contained in Clause 6.
- 22.3.4 Any casual employee who does not, within four (4) weeks of receiving written notice from EnergyAustralia, elect to convert their ongoing contract of employment to full time employment or part-time employment will be deemed to have elected against any such conversion.
- 22.3.5 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 EnergyAustralia.
- 22.3.6 If a casual employee has elected to have their contract of employment converted to full time or part-time employment in accordance with Sub-clause 22.3.3, EnergyAustralia and the employee shall, in accordance with this paragraph, and subject to Sub-clause 22.3.3 discuss and agree upon:
- 22.3.6.1 whether the employee will convert to full time or part-time employee, and
- 22.3.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement 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 their 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 their 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 EnergyAustralia and the employee.

22.3.7 Following an agreement being reached pursuant to Sub-clause 22.3.6, 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 EnergyAustralia's Grievance Procedure, or the Disputes Resolution procedure contained in Clause 6.

22.3.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this Sub-clause.

22.3.9 Disputes regarding the Application of this Sub-clause

22.3.9.1 Where a dispute arises as to the application or implementation of Sub-clause 22.3, the matter shall be dealt with pursuant to EnergyAustralia's Grievance Procedure, or the Disputes Resolution procedure contained in Clause 6.

23. Fixed Term Employment

23.1 Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.

23.2 A fixed term employee does not include a casual employee.

24. Job-Sharing

24.1 Job-sharing is a particular type of work where one or more full time positions are shared by two or more employees to cover an agreed span of hours.

24.2 Where a full time employee requests to convert to part-time work and their current position needs someone on duty full time, a job-sharing arrangement may be suitable.

24.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.

24.4 A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.

24.5 In the event that one of the employees sharing a job either resigns or is appointed to another position, the remaining employee will be offered the opportunity to be appointed to the position on a full time basis.

24.6 A breakdown in an existing job-share arrangement will not be used as an opportunity to change the full time status of that position without full consultation with the appropriate union(s) partner(s).

25. Local Workplace Flexibility

25.1 This clause is intended to provide the means by which different conditions of employment may be provided as a result of an arrangement which is mutually agreed at the local workplace.

25.2 This clause is intended to apply to classifications or work groups of employees, not individuals.

25.3 A Local Workplace Flexibility Agreement may provide for different conditions of employment than are provided in the following clauses:

Clause 15 Hours of Work (Span of Hours)

Clause 16 Shift Work

Clause 17 Overtime

Clause 18 On Call

Clause 19 Standing By

Clause 20 Meal Break

Clause 40 Excess Travel

25.4 A Local Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:

25.4.1 The employees are not disadvantaged when the local workplace agreement is viewed as a whole.

25.4.2 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.

25.4.3 The appropriate union has been advised prior to the commencement of discussions with the employees concerned.

25.4.4 The Local Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.

25.4.5 The Local Workplace Flexibility Agreement will improve efficiency and/or customer service and/or job satisfaction.

25.4.6 Local Workplace Flexibility Agreements shall be signed by the manager of the EnergyAustralia business unit, the relevant union, and a representative of Unions NSW. Where more than one (1) union has coverage of the position affected by the Local Workplace Flexibility Agreement then the unions with coverage and Unions NSW will be signatories to the Agreement.

25.4.7 Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.

25.5 Individual employees may opt out of a local workplace agreement if its operation will cause him/her genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered in these circumstances.

26. Annual Leave

26.1 Employees, excluding shift workers, shall accumulate 144 hours of annual leave in each complete year of service.

26.2 This leave will be approved by EnergyAustralia provided that adequate employees are available to meet the needs of the organisation.

26.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.

26.4 Payment for annual leave shall be at the ordinary rate of pay. See Clause 43 Higher Grade Pay in relation to Higher Grade Pay.

26.5 Employees may be allowed to take a period of annual leave in advance of its accrual, subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, EnergyAustralia may deduct any pre-payment from their termination pay.

26.6 Any Agreement/Public Holidays which occur during annual leave shall not be deducted from annual leave entitlements.

- 26.7 Rostered days off do not accrue during periods of annual leave.
- 26.8 Seven Day Shift workers shall accumulate 200 hours of annual leave in each complete year of service. Other shift workers shall accumulate 160 hours of annual leave in each complete year of service.
- 26.9 Employees who have worked as Seven Day Shift workers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 26.10 When an employee ceases employment for any reason, they shall be paid for any annual leave which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the ordinary rate which applied at the time employment ceased. (See Clause 43 in relation to Higher Grade Pay).
- 26.11 Employees shall not commence annual leave whilst on sick leave or accident leave.
- 26.12 All annual leave is paid at the employee's ordinary rate of pay which includes, all purpose allowances as defined and Higher Grade Pay where applicable (See Clause 43 Higher Grade Pay). Shift workers are paid for their annual leave at their ordinary rate inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater.
- 26.13 Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.
- 26.14 Where an employee has an annual leave balance in excess of 40 days for a day worker or 50 days for a shift worker, the employee and manager will develop a plan to reduce the annual leave balance to less than 40 or 50 days respectively.

27. Sick Leave

- 27.1 Employees are entitled to access paid sick leave when their personal illness or injury prevents them from attending their workplace.
- 27.2 Visits to a doctor or dentist during the employee's normal working hours and any other part day absences will be debited against the employee's sick leave entitlements.
- 27.3 Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than EnergyAustralia.
- 27.4 In determining an employee's total sick leave credit, service with an organisation which has merged with EnergyAustralia will be taken into account.
- 27.5 Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- 27.6 Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by EnergyAustralia.
- 27.7 After three months an employee is entitled to 24 hours sick leave.
- After a total of six months an employee is entitled to an additional 32 hours.
- After a total of 12 months an employee is entitled to an additional 64 hours.
- After a total of 18 months an employee is entitled to an additional 48 hours.
- After a total of 24 months an employee is entitled to an additional 72 hours.

After a total of 36 months an employee is entitled to an additional 120 hours

After a total of 48 months an employee is entitled to an additional 120 hours.

After a total of 60 months an employee is entitled to an additional 144 hours.

After every 12 months thereafter an employee is entitled to an additional 144 hours.

Any untaken portion of the entitlement shall accumulate for use in future years.

27.8 An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 39 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.

27.9 If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be re-credited provided it is at least of five (5) consecutive working days duration.

27.10 Agreement/Public Holidays and RDOs which occur during periods of sick leave are not counted as sick leave.

27.11 Subject to Sub-clause 27.12 below, a certificate from a medical practitioner is required for all claims for sick pay which exceed two (2) working days. However, where the relevant manager considers an employee's sick leave record to be unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.

27.12 Claims for sick leave and/or pay not covered by a medical certificate shall not be made more frequently in any year of service than:

in the case of employees with less than one (1) years service, a medical certificate is required for all occasions where a claim for paid sick leave is made;

in the case of employees with one (1) year but less than five (5) years service - four (4) occasions in a service year.

In the case of employees with five (5) years or more service - seven (7) occasions in a service year.

27.13 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an Agreement/Public Holiday provided for in Clause 35, annual leave or long service leave, unless a medical certificate is provided.

27.14 A medical certificate should include the following information:

Name of employee

Name of doctor and signature

Reason for absence *

Period during which the employee is unfit for work, and

Date of issue.

*While it is reasonable for EnergyAustralia to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.

- 27.15 Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in extenuating circumstances.
- 27.16 Part day absences shall be debited against the employee's sick leave entitlement.
- 27.17 Employees will make reasonable efforts to notify their supervisor as close to the normal start time as practical if they are going to be absent on sick leave.
- 27.18 If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor jointly selected by the Parties. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the party that the decision goes against.

28. Long Service Leave

- 28.1 Long Service Leave shall accrue according to the following scale:
- | | |
|------------------------------------------|----------------------|
| After ten years service | 13 weeks |
| After 15 years service | Additional 8½ weeks |
| After 20 years service | Additional 13½ weeks |
| After each additional five years service | Additional 13 weeks |
- 28.2 All long service leave is paid at the employee's ordinary rate of pay as defined.
- 28.3 An employee who has completed five years service and less than ten years service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 week's pay for each year of service and pro rata for partly completed years to the nearest day.
- 28.4 An employee who has completed ten or more years service with EnergyAustralia whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:
- | | |
|---------------------------------|--------------------|
| Ten years service | 13 weeks |
| Between 10 and 15 years service | 1.7 weeks per year |
| Between 15 and 20 years service | 2.7 weeks per year |
| After 20 years service | 2.6 weeks per year |
- Pro rata amounts will be paid for partly completed years to the nearest day.
- 28.5 Employees who have continuity of service with an organisation which merged with EnergyAustralia or whose service with a previous employing organisation is recognised by EnergyAustralia for long service leave purposes, will have that service and any periods of long service leave taken into consideration in calculating their entitlement in terms of Clause 38, Calculation of Service.
- 28.6 Employees shall not commence long service leave whilst on sick or accident leave.
- 28.7 Employees shall give at least four weeks notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.
- 28.8 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day.

29. Accident Leave and Pay

- 29.1 "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- 29.2 Where an employee has been injured in the course of employment at EnergyAustralia, they shall be paid Accident Pay and Workers' Compensation for a combined total period up to 52 weeks, provided that employment continues with EnergyAustralia.
- 29.3 Additional periods of accident pay may be granted by EnergyAustralia where circumstances warrant it.
- 29.4 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the Parties will select a third doctor whose opinion will settle the matter of accident pay.

This will not determine the issue of liability which will be settled by the Workers' Compensation Commission if the Parties cannot agree.

- 29.5 A medical certificate should include the following information:

Name of employee

Name of doctor and signature

Reason for absence

Period during which the employee is unfit for work and

Date of issue.

- 29.6 If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on EnergyAustralia for paid sick leave or paid accident leave, then the employee shall repay EnergyAustralia the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be re-credited to the employee.

30. Special Leave

- 30.1 Special Leave may be granted for the following purposes:
- 30.1.1 Bereavement (other than a casual employee)
 - 30.1.2 Blood donations,
 - 30.1.3 Attending to union matters, including training and official conferences
 - 30.1.4 Attending Employee Assistance Program
 - 30.1.5 Personal.
- 30.2 Special Leave may be granted with or without pay by agreement.
- 30.3 Special Leave may or may not count for service by agreement.
- 30.4 An employee who is required to attend for Jury Service will be granted leave which will count as service. An employee will be paid the difference between their normal rate of pay and the amount paid for Jury Service.

- 30.5 Special Leave with pay will be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to Sub-clauses 30.2 and 30.3 above.
- 30.6 Employees are encouraged to use RDOs or single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.
- 30.7 An employee who is required to attend military training will have such periods counted as part of service, up to a maximum of 14 days per year. The employee will be paid the difference between the ordinary rate currently paid and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.

31. Bereavement Entitlements for Casual Employees

- 31.1 Subject to the evidentiary and notice requirements in Sub-clauses 32.2 and 32.4 casual employees are entitled to not be available to attend work for up to 48 hours or to leave work upon the death in Australia of a person prescribed in Sub-clause 32.3.2 of Clause 32 Personal/Carers Leave.
- 31.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 31.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

32. Personal/Carer's Leave

- 32.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-paragraph 32.3.2, 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 in Clause 27 Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

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

Where the Parties are unable to reach agreement the disputes procedure at Clause 6 should be followed.

- 32.2 The employee shall, if required,
- 32.2.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- 32.2.2 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

- 32.3 The entitlement to use sick leave in accordance with this clause is subject to:

- 32.3.1 the employee being responsible for the care and support of the person concerned and,
- 32.3.2 the person concerned being

- 32.3.2.1 a spouse of the employee, or
- 32.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person 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
- 32.3.2.3 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
- 32.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 32.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- 32.4 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take leave; 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.
- 32.5 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 Sub-clause 32.3.2 above who is ill or who requires care due to an unexpected emergency.
- 32.6 An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the Parties, for the purposes of providing care to a class of person set out in Sub-clause 32.3.2.
- 32.6.1 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.
- 32.7 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 twelve (12) months of the said election.
- 32.8 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- 32.9 If, having elected to take time as leave, in accordance with Sub-clause 32.7, 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.
- 32.10 Where no election is made in accordance with the said Sub-clause 32.7, the employee shall be paid overtime rates in accordance with the Agreement.
- 32.11 An employee may elect, with the consent of EnergyAustralia, 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 Agreement, at the ordinary rate of pay.

- 32.12 An employee on shift work may elect, with the consent of the employer, 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.
- 32.13 An employee may elect, with the consent of the employer, to take a RDO at any time.
- 32.14 An employee may elect, with the consent of the employer, to take RDOs in part day amounts.
- 32.15 An employee may elect, with the consent of the employer, to accrue some or all RDOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 32.16 This sub-clause is subject to the employer informing each union which is both party to the Agreement 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.
- 32.17 Personal Carer's Entitlement for casual employees
- 32.17.1 Subject to the evidentiary and notice requirements in Sub-clauses 32.2 and 32.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Sub-clause 32.3.2 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.
- 32.17.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.17.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

33. Parental Leave

- 33.1 The provisions of the Industrial Relations Act 1996 shall apply. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996. The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 33.2 Maternity Leave
- 33.2.1 Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1996 shall be entitled to receive up to 14 weeks of paid leave (or 28 weeks at half pay) included in the 12 months approved under The Act at their ordinary rate of remuneration to assist the employee's ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, as determined at Sub-clause 33.3.1.2.
- 33.2.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because the:
- 33.2.2.1 employee or employee's spouse is pregnant
- 33.2.2.2 employee is or has been immediately absent on parental leave
- 33.2.2.3 rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

33.3 Right to request

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

- 33.3.1.1 extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks
- 33.3.1.2 extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
- 33.3.1.3 return from a period of parental leave on a part-time basis until the child reaches school age
- 33.3.1.4 assistance in reconciling work and parental responsibilities.

33.3.2 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.

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

The employee's request and the employer's decision made under Sub-clauses 33.3.1.1 and 33.3.2 must be recorded in writing.

33.4.1 Request to return to work part-time

Where an employee wishes to make a request under Sub-clause 33.3.1.3 such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

33.5 Other Parent Leave

33.5.1 Employees covered by this Agreement who are not eligible to maternity leave as set out in Sub-clause 33.2 Maternity Leave, shall be entitled to one weeks paid parental leave on successful application, in accordance with EnergyAustralia's Parental Leave Policy.

33.6 Communication during all forms of parental leave

33.6.1 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:

- 33.6.1.1 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
- 33.6.1.2 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.

33.6.2 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.

33.6.3 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 Sub-paragraph 33.6.1.

34. Career Break

- 34.1 Employees are eligible to apply for a career break to meet personal, family or community responsibilities, e.g. study, child rearing, looking after a sick relative, personal development, etc.
- 34.2 A career break provides between three (3) months and one (1) year of unpaid leave and may be combined with other leave to provide a total period of absence up to two (2) years.
- 34.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 34.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

35. Agreement/Public Holidays

- 35.1 The days on which the following holidays are gazetted shall be days off work without loss of pay:

New Year's Day

Australia Day

EnergyAustralia Employee Day*

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

- 35.2 Energy Australia Employee Day is an employee day for all employees who are covered under this Agreement.

*For ex-Sydney Electricity employees this will be the second Friday in March. For ex-Orion Energy employees this will be a day determined between the Parties.

- 35.3 In addition, employees shall be entitled to the day off work without loss of pay for any other days which are gazetted as Public Holidays throughout NSW.
- 35.4 Any Agreement/Public Holiday which falls during a period of annual leave, sick leave or long service leave shall not be debited against that leave.
- 35.5 If an Agreement/Public Holiday occurs on an employee's scheduled day off or RDO then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.
- 35.6 An employee who is absent from duty without approval on the working day prior to, or the working day after, an Agreement/Public Holiday shall not be entitled to pay for that holiday or the unauthorised absence.

- 35.7 Where an employee has been on unauthorised leave for more than five (5) consecutive working days, which may include an RDO, the employee is not eligible to be paid for any Agreement/Public Holidays which occur during the leave.
- 35.8 An employee who is on call on an Agreement/Public Holiday shall be entitled to another day off in lieu.

36. Rostered Days Off (Rdo)

- 36.1 A rostered day off occurs in the system of working a nine (9) day fortnight and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time which has accrued towards a day off.

The normal working arrangement for employees is nine (9) eight (8) hour days per fortnight and RDOs are normally taken on a Monday or Friday.

This may be varied using a Workplace Flexibility Agreement.

- 36.1.1 Those employees working in the Contact Centre as Customer Service Representatives or Team Leaders with access to RDOs shall have their RDOs rostered on a rolling basis across Monday to Friday with a three (3) month timetable, based on business requirements.
- 36.2 Employees can accumulate up to five (5) RDOs which can be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.
- When an employee takes more than two (2) consecutive RDOs and another employee acts in his/her job, then that employee shall be eligible for higher grade pay.
- 36.3 If employees need time off to look after a sick relative or for an emergency or unforeseen event, they are encouraged to use accumulated RDOs or to take a RDO in advance. In all circumstances, the employee should provide his/her manager with as much notice as possible before commencing the absence.
- 36.4 RDOs may only be taken once they have been accrued. The number of RDOs which an employee may take in a year when four (4) weeks annual leave is taken, is limited to 24.

37. Terms of Employment

- 37.1 EnergyAustralia shall give an employee the following periods of notice or payment in lieu:

Employee's period of continuous service with EnergyAustralia (See Clause 38 Calculation of Service)	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

This period of notice given by EnergyAustralia is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with EnergyAustralia.

This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious misconduct.

Employees shall provide EnergyAustralia with not less than one week's notice of termination or forfeit one week's wages in lieu.

- 37.2 If an employee is absent without notifying EnergyAustralia for a continuous period of five (5) working days (including RDOs) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.

- 37.3 The decision to dismiss an employee shall rest with the relevant Executive General Manager.
- 37.4 An employee may retire from EnergyAustralia after reaching 55 years of age.
- 37.5 An employee may be required to work reasonable overtime, unless the employee has reasonable grounds for refusing.
- 37.6 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves EnergyAustralia and annual leave has been taken in advance but has not yet accrued on a pro rata basis.
- 37.7 Employees are not entitled to pay in the following circumstances:
- 37.7.1 where an employee is absent without authorisation, or
- 37.7.2 where an employee is absent due to sickness but has no entitlement to paid sick leave.
- 37.8 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.

38. Calculation of Service

- 38.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- 38.2 The following periods will not count for service and will not break the continuity of service with EnergyAustralia;
- 38.2.1 Sick leave without pay
- 38.2.2 Parental leave without pay
- 38.2.3 Leave without pay, whether authorised or not
- 38.2.4 Career Break.
- Leave without pay can be assessed on a case by case basis by EnergyAustralia to determine whether or not it will count for service.
- 38.3 Where EnergyAustralia has terminated an employee's employment because of ill health or injury, and the employee is subsequently retired, the total length of service shall be taken into account in calculating the employee's entitlements.
- 38.4 Employees who commenced duties with EnergyAustralia as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.
- 38.5 From date of corporatisation of EnergyAustralia, 1 March 1996, the following service counts for long service (extended) leave purposes for staff employed by EnergyAustralia as at 1 March 1996:
- 38.5.1 Prior service with approved Government Departments will be recognised; this provision only applies for employees who were employed before 1 March 1996.
- 38.5.2 Prior service with approved NSW Authorities will be recognised.
- 38.5.3 Prior service with former Local Government regulated distributors which were engaged in electricity distribution will be recognised.
- 38.5.4 Prior service with approved State-Owned Corporations will be recognised.

Prior service with the Australian Public Service will no longer be recognised after 1 March, 1996.

- 38.6 New employees recruited from the New South Wales Public Service after 1 March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to EnergyAustralia, subject to the existing arrangements for transfer of funds from the previous employer.
- 38.7 For the purposes of 38.5 and 38.6 above, the period of service for recognition must be ‘continuous’, which is defined as follows;
- 38.7.1 the employee entered on duty in EnergyAustralia on the next working day following cessation of employment with the recognised former employer; or
- 38.7.2 the employee has been accepted for employment by EnergyAustralia prior to the last day of service with the recognised former employer, in which case a break of up to two (2) months may be allowed between cessation of duty with the former recognised employer and commencement of employment with EnergyAustralia.
- 38.8 The Manager Employment Operations shall determine whether any transferred officer’s application is relevant in accordance with the relevant legislation and policy and administer those applications which accord with the appropriate criteria.

39. Cashing in Sick Leave

- 39.1 Where an employee requests during the course of his or her employment, or on termination of employment for any reason other than serious misconduct; the employee shall be paid his or her accumulated untaken sick leave at the ordinary rate of pay applicable to the employee at that time or 1 July 2009 whichever date is earlier.
- 39.2 The maximum number of hours of sick leave that may be cashed in is to be calculated as follows:
- Step 1: Calculate the number of hours of accumulated sick leave as at the date of request to be paid, or termination of employment.
- Step 2: Calculate the number of hours of accumulated sick leave as at 15 February 1993 that the employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.
- The maximum number of hours of accumulated sick leave that may be cashed-in is the lesser of the two numbers calculated under Step 1 and Step 2.
- 39.3 The intention of subclauses 39.1 and 39.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993 then such sick leave will be re-credited to the pre 15 February 1993 balance when the employee is again entitled to annual sick leave credits available in the following year of service.

40. Excess Travel

- 40.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:
- 40.1.1 the employee is directed to start work at a location which takes longer to travel to or from their home than to the usual place of work.
- 40.1.2 the employee is transferred to a new place of work which takes longer to travel to or from their home than to the former place of work. See also Sub-clause 40.2.

40.1.3 the employee is required to work overtime or is called out on a day which is not their normal working day. See also Sub-clause 40.5.

Where the employee does not have a usual place of work but instead has a nominal headquarters to which they are attached, for the purpose of calculating excess travel the headquarters are treated as the usual place of work.

40.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six (6) months. This does not include transfers or appointments made at the employee's request or which are made for disciplinary reasons.

40.3 Payments for excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel time shall be calculated at ordinary rates for journeys undertaken Monday to Saturday inclusive and at ordinary time plus a half on Sundays and Agreement/Public Holidays. This does not apply to travel time undertaken for a call-out which is covered in Sub-clause 40.5.

Reimbursement for the distance travelled is not paid in any circumstances where an employee travels in an EnergyAustralia vehicle.

40.4 Excess travel is not paid for journeys undertaken during work time.

40.5 Where an employee is called out, all travelling time is paid at the appropriate overtime rate. The minimum payment of four (4) hours includes any excess travel time where the total time for the job plus travel to and from the job is four (4) hours or less.

40.6 An employee will be paid for his/her actual excess travel time and fares or the amount calculated under 40.3 above, whichever is the greater. Where an employee believes he/she has not at least been paid for the actual excess travel time and fares, he/she should submit a claim providing sufficient details about the actual mode of transport and the duration of travel for the claim to be assessed and paid.

40.7 Employees who travel in an EnergyAustralia vehicle are only entitled to payment for any excess travel time which exceeds 30 minutes per journey except when they are called out or work overtime on a day which is not a normal working day; in this case they are entitled to payment for all travelling time.

40.8 Notwithstanding Sub-clause 40.7 above, employees who travel to and from work in an EnergyAustralia vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to EnergyAustralia for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an EnergyAustralia vehicle must be authorised by the relevant Executive General Manager.

40.9 This clause shall not apply to employees working in positions at or above Pay Point 54 unless otherwise approved.

40.10 This clause applies except where a Local Workplace Flexibility Agreement is in place.

41. Provision of Transport

Where an employee is directed to work overtime or on a shift on which they are not regularly rostered and they finish work at a time when reasonable means of transport is not available, EnergyAustralia shall provide the employee with a conveyance to the employee's home.

42. Protective Clothing and Equipment

42.1 Each employee shall be responsible for the proper care of tools and proper care and laundering of protective clothing issued to them.

42.2 New protective clothing and equipment and tools will be issued as required to replace items which are subject to normal wear and tear.

- 42.3 Employees will be issued with protective clothing, tools and equipment which is suitable for carrying out work safely in the prevailing conditions.
- 42.4 Employees may be required to replace any protective clothing, tools or equipment which is damaged as a result of misuse or negligence.
- 42.5 Employees are not permitted to use protective clothing, tools, vehicles or equipment which is provided by EnergyAustralia while engaged in any employment other than with EnergyAustralia.
- 42.6 Employees who are provided with protective clothing shall wear it.
- 42.7 EnergyAustralia's policy on protective clothing will be based on the recommendations of the joint employer/employee/union Clothing Committee.

43. Higher Grade Pay

- 43.1 The introduction of skills-based classifications means that higher grade pay will no longer be applicable within classification groupings because employees will be paid for the full range of duties that they would be expected to use from time to time. Higher Grade duties still apply where employees take on higher responsibilities and duties which are beyond the scope of their classification grouping, e.g. a Technician acting as a Field Co-ordinator, Superintendent etc.
- 43.2 Employees who are required to carry out duties of a higher grade which are not recognised within the scope of their normal classification grouping shall be paid the appropriate higher rate for the actual period involved, provided they carry out the duties for a minimum of one (1) hour continuously.
- 43.3 If an employee has been receiving higher grade pay for a continuous period of 13 weeks immediately prior to commencing annual leave, sick leave or accident leave, the employee will be paid the higher grade rate for the duration of the absence. Absences on approved leave of five (5) days or less aggregate duration will not cause a break in continuity for the purposes of this sub-clause. In all cases, the payment of higher grade pay whilst on leave will not exceed six (6) months duration. Breaks in Higher Grade duties of five (5) days or less aggregate duration shall not cause a break in continuity for the purposes of this sub-clause.
- 43.4 Agreement/Public Holidays during a period of higher grade duty will be paid at the higher rate.
- 43.5 The higher grade rate will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 43.6 Higher grade pay is paid to an employee who is required to perform higher grade duties to cover the work of an employee who is absent for more than two (2) days taken as RDOs.
- 43.7 Undertaking on the job training in a higher graded position does not entitle an employee to higher grade pay unless the person is actually given responsibility for the job, e.g. in a relief role.
- 43.8 Except where an employee is relieving in a vacancy created by an employee on approved leave, such as parental leave or long service leave, or the work area is being restructured, a period of higher grade pay shall not continue for more than six (6) months before the job is advertised.

44. Superannuation

44.1 Supplementary Superannuation

This sub-clause applies to employees who:

44.1.1 were employed by Sydney County Council on or before 31 March 1977; and

44.1.2 contributed to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and

- 44.1.3 compulsorily transferred to the State Authorities Superannuation Scheme on May 1990; and
- 44.1.4 have completed at least 20 years' continuous service with EnergyAustralia and Sydney County Council; and
- 44.1.5 retirement age or retired ill-health or was dismissed for reasons other than misconduct or took voluntary redundancy or died whilst still employed.
- 44.1.6 Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between
- $$E = 3.5 + 0.07 (S - 20)$$
- where E = the employee's entitlement measured in weeks of pay per year of service at their ordinary rate
- and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser, and;
- 44.1.7 The monetary benefits directly attributable to all payments made or to be made in respect of the employee by EnergyAustralia or any other employer under the provisions of the Local Government and other Authorities (Superannuation) Act 1927 and the State Authorities Superannuation Act 1987 or its successor.
- 44.1.8 This sub-clause shall not apply to an employee who is a contributor under the provisions of the Superannuation Act 1916.
- 44.1.9 This sub-clause also applies to employees who were formerly employed by a County Council and who were transferred to EnergyAustralia on 1 January 1980 provided that,
- 44.1.9.1 they maintained continuity of service in the transfer
- 44.1.9.2 they fulfil the requirements in Sub-clause 44.1.1 of this clause
- if they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to EnergyAustralia on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 44.1.10 This sub-clause applies to employees who were employed by the former Shortland County Council/Orion Energy.

Where the service of an employee is terminated by retirement age, retirement ill health or death, the employee, or in the latter case, his legal representative, shall be paid a severance allowance equal to:

the amount calculated at the rate of the employee's final average salary as defined in Section 24 of Part V of the Public Authorities Superannuation Act, 1985, payable at the date of termination based on 5.616 weeks for each completed year the employee was a contributor under the aforesaid Act and proportionately for any fraction of a year on a monthly basis with a maximum period of 224.64 weeks

less:-

the monetary benefits directly attributable to all payments made or to be made in respect of the employee by the provisions of the Public Authorities Superannuation Act, 1985 those benefits being the amount calculated in accordance with the formula set out in Section 26 of the said Act.

44.1.11 Notwithstanding the above mentioned provisions, the severance allowance payable to an employee or an employee's legal representative shall not exceed a sum equivalent to two (2) weeks salary or wage for each year of the employee's local government service and proportionately for a fraction of a year on a monthly basis.

44.2 Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

44.3 Wage Sacrifice To Superannuation

44.3.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.

44.3.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Agreement or any applicable Agreement, Act or Statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under Sub-clause 44.3.1 by way of Superannuation contributions.

44.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under Sub-clause 44.3 shall be paid to the EISS.

44.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining EnergyAustralia and thereafter may alter the amount paid by way of Superannuation contributions under Sub-clause 44.3 with effect from 1 July each year.

44.3.5 An election to have Superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the employee and EnergyAustralia.

44.4 Additional Employer Superannuation Contribution

44.4.1 All employees will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 19 December 2008 (SGC+5% = 14% in total) with a further 1% increase effective from 19 December 2009 (SGC +6% = 15% in total).

The above increases are in addition to the Commonwealth Government Superannuation Guarantee, which may be varied from time to time. Therefore, should any increase to the Commonwealth Government Superannuation Guarantee occur during the nominal term of this Agreement, the EnergyAustralia additional increases stated above will not be absorbed by any future government increases.

45. Apprentices

45.1 Apprentices who are appointed to a trades position in EnergyAustralia shall be paid the appropriate full adult rate.

45.2 When an apprentice reaches the age of 21 they shall be paid the adult apprentice rates in Appendix 1E. Adult apprentices employed with EnergyAustralia will retain their existing rate of pay until that rate is exceeded by the adult apprentice rates in Appendix 1E.

45.3 Apprentices may not be required to undertake shift work or overtime where it clashes with their training.

46. Miscellaneous Conditions of Employment

- 46.1 An employee who is on or below Pay Point 40 and is required to be an authorised motor vehicle driver or who is required to hold a licence to operate plant or equipment, will have the cost of that licence(s) reimbursed.
- 46.2 Nominated employees who are required to take or make business calls at home will be reimbursed the cost of telephone rental and/or business calls as determined by EnergyAustralia or provided with a mobile phone.
- 46.3 On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.
- 46.4 An employee who is authorised and agrees to use a private motor vehicle in the course of their employment shall be paid the rate in Appendix 1D, Extra Rates, Item No. 33, if the employee maintains the minimum of third party property damage insurance policy on that vehicle. However, wherever possible employees should use an EnergyAustralia vehicle for all purposes connected with their employment.
- 46.5 Where an employee is supplied with a residence (with or without concessions) the weekly value of such residence (and concessions) shall be agreed upon from time to time between the Parties and in the event of failure to agree, shall be dealt with pursuant to the disputes procedures contained in Clause 6.

47. No Extra Claims

It is a term of this Agreement that Union Parties to and the employees covered by this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims, Agreement or over Agreement, except where consistent with the State Wage Case principles.

48. Anti Discrimination

- 48.1 It is the intention of the Parties bound by this Agreement 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 (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 48.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation.
- 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age.
- 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
- 48.4.4 A part to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 48.5 This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

49. Union Delegates' Charter

49.1 EnergyAustralia shall be able to:

49.1.1 Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.

49.1.2 Be given reasonable notice by Delegates that they intend to carry out their Union duties.

49.1.3 Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.

49.2 Union Delegates shall be able to:

49.2.1 Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.

49.2.2 After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.

49.2.3 To negotiate with management together with other union delegates on behalf of all or part of the members on any matters in accord with Union policy affecting the employment of members who work in EnergyAustralia.

49.2.4 Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.

49.2.5 Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.

49.2.6 Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.

49.2.7 Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of EnergyAustralia. Attendance at these meetings shall be permitted according to the provisions of Clause 30 Special Leave of the EnergyAustralia Agreement

49.2.8 Have all agreements and arrangements negotiated with EnergyAustralia set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.

49.2.9 Place notices on defined union notice boards.

APPENDIX 1 - ENERG YA USTRALIA'S PAY RATES AND ALLOWANCES

Appendix 1A: EnergyAustralia Junior Rates of Pay on and From 19/12/08 and 19/12/09

Pay Point	Annual Salary 19/12/08	Weekly Rate 19/12/08	36 Hourly Rate 19/12/08	Annual Salary 19/12/09	Weekly Rate 19/12/09	36 Hourly Rate 19/12/09
	\$	\$	\$	\$	\$	\$
J1	16,136.69	309.13	8.59	16,701.47	319.95	8.89
J2	16,958.48	324.88	9.02	17,552.02	336.25	9.34
J3	17,800.97	341.01	9.47	18,424.00	352.95	9.80

J4	18,682.79	357.91	9.94	19,336.68	370.43	10.29
J5	19,616.36	375.79	10.44	20,302.93	388.94	10.80
J6	20,598.57	394.61	10.96	21,319.52	408.42	11.34
J7	21,629.43	414.36	11.51	22,386.46	428.86	11.91
J8	22,709.97	435.06	12.08	23,504.82	450.28	12.51
J9	23,840.19	456.71	12.69	24,674.60	472.69	13.13
J10	25,036.65	479.63	13.32	25,912.93	496.42	13.79
J11	26,285.90	503.56	13.99	27,205.90	521.19	14.48
J12	27,597.24	528.68	14.69	28,563.14	547.19	15.20
J13	28,982.07	555.21	15.42	29,996.44	574.64	15.96
J14	30,418.65	582.73	16.19	31,483.30	603.13	16.75
J15	31,948.38	612.04	17.00	33,066.57	633.46	17.60
J16	33,530.90	642.35	17.84	34,704.48	664.84	18.47
J17	35,225.19	674.81	18.74	36,458.07	698.43	19.40
J18	36,976.41	708.36	19.68	38,270.58	733.15	20.37

Appendix 1B: EnergyAustralia Adult Rates of Pay on and From 19/12/08 and 19/12/09

Pay Point	Annual Salary 19/12/08	Weekly Rate 19/12/08	36 Hourly Rate 19/12/08	Annual Salary 19/12/09	Weekly Rate 19/12/09	36 Hourly Rate 19/12/09
	\$	\$	\$	\$	\$	\$
1	37,893.42	725.93	20.16	39,219.69	751.34	20.87
2	38,642.76	740.28	20.56	39,995.26	766.19	21.28
3	39,391.07	754.62	20.96	40,769.75	781.03	21.70
4	40,152.83	769.21	21.37	41,558.17	796.13	22.11
5	40,941.50	784.32	21.79	42,374.45	811.77	22.55
6	41,729.13	799.41	22.21	43,189.65	827.39	22.98
7	42,542.64	814.99	22.64	44,031.63	843.52	23.43
8	43,385.13	831.13	23.09	44,903.61	860.22	23.90
9	44,247.29	847.65	23.55	45,795.94	877.32	24.37
10	45,138.42	864.72	24.02	46,718.26	894.99	24.86
11	46,040.94	882.01	24.50	47,652.37	912.88	25.36
12	46,961.06	899.64	24.99	48,604.69	931.12	25.86
13	47,914.29	917.90	25.50	49,591.29	950.02	26.39
14	48,865.46	936.12	26.00	50,575.75	968.88	26.91
15	49,835.25	954.70	26.52	51,579.48	988.11	27.45
16	50,828.85	973.73	27.05	52,607.86	1,007.81	27.99
17	51,849.36	993.28	27.59	53,664.09	1,028.05	28.56
18	52,881.26	1,013.05	28.14	54,732.10	1,048.51	29.13
19	53,954.55	1,033.61	28.71	55,842.96	1,069.79	29.72
20	55,033.02	1,054.27	29.29	56,959.18	1,091.17	30.31
21	56,134.26	1,075.37	29.87	58,098.96	1,113.01	30.92
22	57,242.75	1,096.60	30.46	59,246.24	1,134.99	31.53
23	58,392.63	1,118.63	31.07	60,436.37	1,157.78	32.16
24	59,562.18	1,141.04	31.70	61,646.86	1,180.97	32.80
25	60,752.43	1,163.84	32.33	62,878.77	1,204.57	33.46
26	61,960.28	1,186.98	32.97	64,128.88	1,228.52	34.13
27	63,208.49	1,210.89	33.64	65,420.78	1,253.27	34.81
28	64,466.01	1,234.98	34.31	66,722.32	1,278.21	35.51
29	65,758.73	1,259.75	34.99	68,060.28	1,303.84	36.22
30	67,087.67	1,285.20	35.70	69,435.73	1,330.19	36.95
31	68,411.43	1,310.56	36.40	70,805.83	1,356.43	37.68
32	69,801.44	1,337.19	37.14	72,244.49	1,383.99	38.44
33	71,188.34	1,363.76	37.88	73,679.93	1,411.49	39.21
34	72,605.25	1,390.91	38.64	75,146.43	1,439.59	39.99
35	74,052.18	1,418.62	39.41	76,644.01	1,468.28	40.79

36	75,539.48	1,447.12	40.20	78,183.36	1,497.77	41.60
37	77,054.72	1,476.14	41.00	79,751.63	1,527.81	42.44
38	78,594.80	1,505.65	41.82	81,345.61	1,558.35	43.29
39	80,161.79	1,535.67	42.66	82,967.45	1,589.41	44.15
40	81,772.25	1,566.52	43.51	84,634.27	1,621.35	45.04
41	83,400.30	1,597.71	44.38	86,319.31	1,653.63	45.93
42	85,066.65	1,629.63	45.27	88,043.98	1,686.67	46.85
43	86,761.98	1,662.11	46.17	89,798.65	1,720.28	47.79
44	88,503.89	1,695.48	47.10	91,601.52	1,754.82	48.74
45	90,266.49	1,729.24	48.03	93,425.82	1,789.77	49.72
46	92,091.20	1,764.20	49.01	95,314.39	1,825.95	50.72
47	93,927.29	1,799.37	49.98	97,214.74	1,862.35	51.73
48	95,799.60	1,835.24	50.98	99,152.59	1,899.47	52.76
49	97,725.74	1,872.14	52.00	101,146.14	1,937.67	53.82
50	99,673.61	1,909.46	53.04	103,162.18	1,976.29	54.90
51	101,674.26	1,947.78	54.11	105,232.86	2,015.96	56.00
52	103,699.76	1,986.59	55.18	107,329.25	2,056.12	57.11
53	105,780.11	2,026.44	56.29	109,482.41	2,097.36	58.26
54	107,891.51	2,066.89	57.41	111,667.71	2,139.23	59.42
55	110,060.87	2,108.45	58.57	113,913.00	2,182.24	60.62
56	112,257.14	2,150.52	59.74	116,186.13	2,225.79	61.83
57	114,493.77	2,193.37	60.93	118,501.05	2,270.14	63.06
58	116,786.30	2,237.29	62.15	120,873.82	2,315.59	64.32
59	119,134.71	2,282.27	63.40	123,304.42	2,362.15	65.62
60	121,502.79	2,327.64	64.66	125,755.39	2,409.11	66.92

Appendix 1C: EnergyAustralia Shift Work Rates of Pay on and from 19/12/08 and 19/12/09

Pay Point	Shift Work Annual Salary 19/12/08	Shift Work Weekly Rate 19/12/08	Shift Work 36 Hourly Rate 19/12/08	Shift Work Annual Salary 19/12/09	Shift Work Weekly Rate 19/12/09	Shift Work 36 Hourly Rate 19/12/09
	\$	\$	\$	\$	\$	\$
10Y	45,291.89	867.66	24.10	46,877.11	898.03	24.95
11 Y	46,197.48	885.01	24.58	47,814.39	915.98	25.44
12 Y	47,120.72	902.70	25.07	48,769.95	934.29	25.95
13 Y	48,077.20	921.02	25.58	49,759.90	953.25	26.48
14 Y	49,031.60	939.30	26.09	50,747.70	972.18	27.00
15 Y	50,004.69	957.94	26.61	51,754.85	991.47	27.54
16 Y	51,001.67	977.04	27.14	52,786.73	1,011.24	28.09
17 Y	52,025.65	996.66	27.68	53,846.55	1,031.54	28.65
18 Y	53,061.05	1,016.50	28.24	54,918.19	1,052.07	29.22
19 Y	54,138.00	1,037.13	28.81	56,032.83	1,073.43	29.82
20 Y	55,220.13	1,057.86	29.38	57,152.84	1,094.88	30.41
21 Y	56,325.12	1,079.03	29.97	58,296.50	1,116.79	31.02
22 Y	57,437.37	1,100.33	30.56	59,447.68	1,138.84	31.63
23 Y	58,591.16	1,122.44	31.18	60,641.86	1,161.72	32.27
24 Y	59,764.69	1,144.92	31.80	61,856.46	1,184.99	32.92
25 Y	60,958.99	1,167.80	32.44	63,092.55	1,208.67	33.57
26 Y	62,170.94	1,191.01	33.08	64,346.92	1,232.70	34.24
27 Y	63,423.39	1,215.01	33.75	65,643.21	1,257.53	34.93
28 Y	64,685.19	1,239.18	34.42	66,949.18	1,282.55	35.63
29 Y	65,982.30	1,264.03	35.11	68,291.69	1,308.27	36.34
30 Y	67,315.76	1,289.57	35.82	69,671.81	1,334.71	37.08
31 Y	68,644.03	1,315.02	36.53	71,046.57	1,361.05	37.81
32 Y	70,038.76	1,341.74	37.27	72,490.12	1,388.70	38.57
33 Y	71,430.38	1,368.40	38.01	73,930.44	1,416.29	39.34

34 Y	72,852.11	1,395.63	38.77	75,401.93	1,444.48	40.12
35 Y	74,303.96	1,423.45	39.54	76,904.60	1,473.27	40.92
36 Y	75,796.31	1,452.04	40.33	78,449.18	1,502.86	41.75
37 Y	77,316.70	1,481.16	41.14	80,022.79	1,533.00	42.58
38 Y	78,862.02	1,510.77	41.97	81,622.19	1,563.64	43.43
39 Y	80,434.34	1,540.89	42.80	83,249.54	1,594.82	44.30
40 Y	82,050.27	1,571.84	43.66	84,922.03	1,626.86	45.19
41 Y	83,683.86	1,603.14	44.53	86,612.80	1,659.25	46.09
42 Y	85,355.88	1,635.17	45.42	88,343.33	1,692.40	47.01
43 Y	87,056.97	1,667.76	46.33	90,103.96	1,726.13	47.95
44 Y	88,804.80	1,701.24	47.26	91,912.97	1,760.78	48.91
45 Y	90,573.40	1,735.12	48.20	93,743.46	1,795.85	49.88
46 Y	92,404.31	1,770.20	49.17	95,638.46	1,832.15	50.89
47 Y	94,246.64	1,805.49	50.15	97,545.27	1,868.68	51.91
48 Y	96,125.32	1,841.48	51.15	99,489.70	1,905.93	52.94
49 Y	98,058.00	1,878.51	52.18	101,490.03	1,944.25	54.01

Appendix 1D: EnergyAustralia Allowances and Extra Rates on and from 19/12/08 and 19/12/09

Item	Code	Allowance Type	Rate 19/12/08 \$	Rate 19/12/09 \$
1	FAA	First Aid Attendant	4.20 per day	4.20 per day
2	FAI	First Aid Instructor	19.10 per week	19.10 per week
3	SHA	Afternoon Shift	37.30 per shift	37.30 per shift
4	NGT	Night Shift	41.20 per shift	41.20 per shift
5	EMSR A	Early Morning Shift	18.65 per shift	18.65 per shift
6	O/C	On Call	212.18 per week	212.18 per week
7	O/C1	On Call Weekday	42.44 per day	42.44 per day
8	O/C2	On Call Weekend	53.05 per day	53.05 per day
9	O/C3	Ug Tr On Call Eng (from 1/7/07)	65.84 per day	65.84 per day
10	O/C4	Ug Tr On Call Tech (from 1/7/07)	56.45 per day	56.45 per day
11	TOOL	Tool Allowance (Trade) (584.64 p/a)	11.54 per week	11.54 per week
	TOOL	Tool Allowance (Non-Trade) (350.78 p/a)	6.92 per week	6.92 per week
12	MEAL	Meal	12.30 per frequency	12.30 per frequency
13	CDMB	Charge Depot Meal Break	5.09 per day	5.09 per day
14	CPLB	Charge Plant Meal Break	4.18 per day	4.18 per day
15	MFA	Multi Function	6.23 per day	6.23 per day
16	ASB	Asbestos	0.73 per hour	0.73 per hour
17	ASE	Asbestos Eradication	2.19 per hour	2.19 per hour
18	ACMP	Air Compressor Attendant	0.28 per hour	0.28 per hour
19	INSL	Insulwool	0.73 per hour	0.73 per hour
20	DIRT	Dirt	4.23 per day	4.23 per day
21	PIT	Cable Pit	10.00 per day	10.00 per day
22	COMM	Community Language (1,026.00 p/a)	19.85 per week	19.85 per week
23	SUST	Sustenance Allowance - pre paid accom	74.28 per day	74.28 per day
		single locn up to 35 days - no prepaid accom	228.67 per day	228.67 per day
		single locn after 35 days - no prepaid accom	169.46 per day	169.46 per day
24	SKR	Skills Retention	45.00 per week	50.00 per week
25	SR	Electrical Safety Rules	110.00 per week	120.00 per week
26	SREO	ESO Safety Rules -60%	66.00 per week	72.00 per week
27	SR80	Non-Elec Trade Safety Rules - 80%	88.00 per week	96.00 per week
28	EL	Electrician's Licence (Fr 14/8/08)	33.35 per week	TBA
29	PRA	Plumbers Registration (Fr 2/4/2008)	23.58 per week	TBA

30	PTA	Plumbers Tool (Fr 2/4/2008)	23.40 per week	TBA
31	PLTA	Plasterers Tool (Fr 16/10/2008)	21.30 per week	TBA
32	CTA	Carpenters Tool (Fr 16/10/2008)	25.80 per week	TBA
33	VEH	Private Vehicle Usage	ATO Rates	ATO Rates
34	TTOH	O/H Trans Travel (From 1/7/2007)	31.16 per day	31.16 per day

Appendix 1E: EnergyAustralia Adult Apprentice Rates on and from 19/12/2008 and 19/12/2009

Classification	Weekly Rate 19/12/08 \$	Weekly Rate 19/12/09 \$
1st Year Adult Apprentice	612.03	633.45
2nd Year Adult Apprentice	674.81	698.43
3rd Year Adult Apprentice	708.35	733.14
4th Year Adult Apprentice	740.29	766.21

APPENDIX 2 - ANNUAL LEAVE CONVERSION

METHOD FOR CONVERTING ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS TO HOURS

This applies to EnergyAustralia's employees whose ordinary hours of work equal 72 per fortnight.

Employees accrue either 15 or 18 days of sick leave per year, depending on length of service. They also have a statutory entitlement to four (4) weeks annual leave including non working days. Shift workers have an annual leave entitlement of 20 or 25 shifts.

The method of work for these employees is to work eight (8) hours per day over a nine (9) day fortnight. Day workers work five (5) days in the first week and four (4) days in the second. Shift workers average nine (9) days per fortnight over their full roster. Day workers are paid at the appropriate rate for a 36 hour week but actually work 40 hours in the first week and 32 in the second. They work eight (8) hours per day and are paid for eight hours per day RDO. Shift workers are paid according to the actual hours worked each week.

This Agreement provides amongst other things, for the possibility of work being organised into nine (9) hour day/four (4) day weeks and 12 hour day/three (3) day weeks. This requires all sick leave and annual leave entitlements to be recorded in hours and debited in hours.

Sick leave and annual leave are converted to hours according to the following methods. Employees are entitled to 18 days of sick leave and work an eight hour day. Therefore, the annual sick leave entitlement is 144 hours. The annual leave entitlement is also 144 hours because four weeks work is equivalent to four times 36 hours per week.

All sick leave is debited according to the ordinary hours actually worked each day. If the ordinary hours are eight (8), nine (9) or 12 per day then eight (8), nine (9) or 12 hours respectively will be deducted for each day of absence on sick leave.

All annual leave for employees who work a nine (9) day fortnight is deducted at eight (8) hours per day.

Other employees who work shiftwork or nine (9) or 12 ordinary hours per day will have the actual ordinary hours debited from their annual leave. For example, an employee who works 12 ordinary hours per day will only work three (3) days per week. If 12 hours is debited for each day of annual leave, the employee is still entitled to four weeks of annual leave at three days/week.

Similar arrangements will be made for employees who work a 35 hour week.

APPENDIX 3 - CLASSIFICATIONS WITHIN THE TRADE & TECHNICAL GROUP

ACCEL APPRENTICE	FLD CO-ORD - PROT	PROJ OFF W/S SERVICES
ADULT APPRENTICE	FLD CO-ORD - ELEC	PROJECT DELIVERY OFF

APPRENTICE (INCR)	FLD CO-ORD - O/H	PROT TECH S/L
AREA/SYS OP S/L (lwfa - syd)	FLD CO-ORD - SUBS	QUALITY CONTRO OFF YR
AREA/SYS OP S/L (non lwfa)	FLD CO-ORD - T/CONT	RECORDING SUPERVISOR
ASSET ACCESS RESCUE	FLD CO-ORD - U/G	REGION ENG OFF S/L
ASSET ACCESS STANBY	FLD CO-ORD - V/REG	REGION ESO S/L
ASSET RESEARCH OFF	FLD SERV STOREMAN W/G	REVENUE PROT OFF
AUDITOR SFTY & ENV COMP	FLD SUPP OFF U/G	RIGGING CO-ORD
BLDG CO-ORD EXT SUBS	GANGER	RISK MITIGATION TECH
BLDG MAINT CO-ORD	GEO INFO OFF S/L	SAFETY ADVISOR (CSV)
CABLE JOINTER S/L	IND TRANS CABLE JTR	SAFETY ADVISOR (ENS)
COMPLIANCE OFFICER	INST INSPECTOR	SAFETY COMPL AUDITOR
CONS-ENG CONSULTING	INSTR TECH & SAFETY	SECURITY OPS OFF
CONS ENGINEERING	L/H POLES	SNR ASSET ACC RESCUE
CONTRACT INSPECTOR	L/H VEH BODY BUILDER	SNR DSGN STRUC D/PRSN
CONTRACTS OFFICER	LANE COVE SUP OP	SNR EDITORIAL DESIGN OFF
CO-ORD NET CLN & GR MNT	LINE INSPECTOR	SNR ELECTRICAL DESIGNER
CUST OPS TECH FLD SUPP	LINEWORKER S/L	SNR ELEC SRV TECH
CUST SUPP SERV TECH	LINEWORKER S/L G&B	SNR ELEC SRV TECH S/L
DEREG MGT CO-ORD	MAINS RECORDER S/L	SNR ELEC TECH
DESIGN SRV ENG OFF S/L	MAINT CO-ORD	SNR ENG SURVEYOR
DESPATCH CO-ORD S/L	MATERIAL & HAND OP	SNR INST INSP
DIST ENG ENG OFF S/L	MBL PRCH & PRTS DLV S/M	SNR LAB MAINS U/G
DIST OPER TRAINEE	MDA OPERATIONS ANALYST	SNR SAFETY ADVISER
DIST OPERATOR (new)	MECH TECH	SNR SUBS TECH
DIST OPERATOR SNR	METER READER	SNR SUPP/SERV TECH
DRAFTING OFF NET DIAGRAMS	METER W/HOUSE SUP	SNR T/C TECH S/L 9
EDITORIAL DESIGN OFF	METERING FLD CO-ORD	SNR TECH - CARP
ELEC SRV TECH	METERING OPS CO-ORD	SNR TECH - PLUMBER
EMERG SERV OFF S/L	METERING TECH	SNR TECH INST
ENG OFF	MOTOR MECH IN CHARGE	SNR TECHNICIAN
ENG OFF BUS DEV LVL	NEMS TECH OFF	SNR TRAINING OFF
ENG OFF COMM SERV S/L	NET DEV ENG OFF S/L	SNR TRANSF SRV TECH
ENG OFF GDE 1 (INCR)	OPERATING SUPP ASST	SNR W/SHOP TECH
ENG OFF GDE 2 (INCR)	PLANT & MOT VEH INSP	SPEC METER RDR
ENG OFF PROJ & CONT S/L	PRINTER	SPEC SNR/SUP/SRV TCH
ENS CUS CONN SNR TECH	PROC OFF FOREST PROD	SSS ENG OFF S/L
ENS CUS CONN TECH	PROJ CO-ORD - FLD SERV	STOREMAN H/BUSH GAR
ENVIRO CIVIL WORKS OFF	PROJ CO-ORD - HUNTER	STRUCTURAL DRAFTS/PN
ESO	PROJ OFF EXT PROJ	SUB ENG ENG OFF S/L
ESO (POLE HOLE B/E OP)	PROJ OFF CONTR INSP	SUBS TECH
ESO (TRANS CABLE)	PROJ OFF NET PROC	SUPERINTENDENT
EXT CUST MTRNG OFF	PROJ OFF PRAC & PROC	SUPERVISOR
FACILITIES MGR NORTH	PROJ OFF STRUCTURAL	SUPT ASP COMPLIANCE
FIELD OFF ACCT RDNG	PROJ OFF SUBS CONSTR	SUPT CIV & BLDG SERV
SUPT COMM/TC & EXT CUST	SYS CONT DRAFT OFF S/L	TRAINING PROJECTS OFF
SUPT CUST SUPPLY S/L	SYS CONT ENG OFF S/L	TRAINEE SUBS TECH
SUPT ELEC SERVICES	SYS OP (W/END) S/L	TRAINEESHIP
SUPT FLD OPS	T/CONTROL TECH S/L	TRAINING OFFICER
SUPT FLD OPS & DOC	TCA ENG OFF S/L	TRANS CABLE JTR / TRNR
SUPT HV SERVICES	TEAM CO-ORD	TRANS CABLE TECH S/L (Old)
SUPT O/H	TEAM CO-ORD MAJ S&W	TRANS CIVIL INSPECTOR
SUPT PROT/TC	TEAM CO-ORD TRANS U/G	TRANS OIL TECH S/L

SUPT PROT/TC/VR	TECH - CARPENTER	TRANS SRV SNR TECH S/L
SUPT PROT/VR	TECH - PLASTERER	TRANS TECH S/L (Old)
SUPT SUBS	TECH - PLUM (ORD TIME)	TRANSF SRV TECH
SUPT TCA MET PROV S/L	TECH - PLUMBER (O/TIME)	TRANSPORT OFF S/L
SUPT TRAINING	TECH & TRG CO-ORD	V/REG TECH S/L
SUPT TRAN CABLE JTG LVL	TECH DATA,PLNS & DIAG OF	VEH BLD TECH (BDY/BLD)
SUPT TRAN CABLE SYS LVL	TECH INSTRUCTOR	W/SHOP ESO S/L
SUPT U/G	TECH OFF - OP STDS & TRG	W/SHOP PROD PLANNER
SUPT V/R	TECH OFF GDE 1 (INCR)	W/SHOP TECH
SUPT W/SHOPS	TECH OFF GDE 2 (INCR)	WALLSEND ASST SYS OP (lwfa)
SUPV ENG OFF (VARIOUS)	TECH OFF GDE 3 (INCR)	WALLSEND OUT SCH OFF (lwfa)
SUPV GEO INFO OFF	TECHNICAL OFFICER	WALLSEND SYS OPER (lwfa)
SURV GEO OFF S/L	TECHNICIAN	WAREHOUSE OFF EXT SALES

APPENDIX 4 - CLASSIFICATIONS WITHIN THE CLERICAL & CONTACT CENTRE GROUP

ADMIN & CLERICAL OFFICER GDE 1

ADMIN & CLERICAL OFFICER GDE 2

ADMIN & CLERICAL OFFICER GDE 3

ADMIN & CLERICAL OFFICER GDE 4

ADMIN & CLERICAL OFFICER GDE 5

ADMIN & CLERICAL OFFICER GDE 6

ADMIN & CLERICAL OFFICER GDE 7

ADMIN & CLERICAL OFFICER GDE 8

ADMIN & CLERICAL OFFICER GDE 9

ADMIN & CLERICAL OFFICER GDE 10

ADMIN & CLERICAL OFFICER GDE 11

ADMIN & CLERICAL OFFICER GDE 12

CONTRACTS ADMIN

CUSTOMER SERVICE REP

DEREG METERING CO-ORD

DEPOT RECORDER

FLEET BUS ANAL & SYS ADMIN

MESSENGER

SECURITY ATT

TELEPHONE ACCT REP

TELEPHONIST WALLSEND

APPENDIX 5 - CLASSIFICATIONS WITHIN THE PROFESSIONAL GROUP

ACCOUNTANT

ACCT EXEC

ACCT GDE 1 [INCR]

ACCT GDE 2 [INCR]

ACCT GDE 3 [INCR]

PROF OFF GDE 1 [INCR]

PROF OFF GDE 2 [INCR]

PROF OFF GDE 3 [INCR]

SNR A/C MGR INST

TCA PROC & CONTR CO-ORD

APPENDIX 6 - CLASSIFICATIONS WITHIN THE ENGINEER GROUP

ENGINEER BAND 1

ENGINEER BAND 2

ENGINEER BAND 3

SCHOLARSHIP

**SCHEDULE 1 - PROFESSIONALS, MANAGERS AND SPECIALISTS
AGREEMENT 2008**

1. Parties

1.1 The Parties to this Agreement are:

EnergyAustralia

Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch
[APESMA]

Public Services Association [PSA]

United Services Union: New South Wales Local Government, Clerical, Administrative, Energy, Airlines
& Utilities Union [USU]

2. Coverage and Duration

- 2.1 The Agreement regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2008. Where this Agreement is silent, the EnergyAustralia Agreement 2008 conditions shall apply. If there is any inconsistency between this Agreement and the EnergyAustralia Agreement 2008, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 2.2 The Agreement shall be made for a period of two (2) years commencing 19 December 2008.
- 2.3 This Agreement shall operate to regulate the terms and conditions of employment wherever current and future. Employees covered by the Agreement are employed by EnergyAustralia from time to time.
- 2.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- 2.5 No employee shall be appointed or promoted to a position under this Agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

3. Salary

- 3.1 Existing employees covered by this Agreement shall be appointed to the Pay Points set out below:

Level 1 - \$120,166.00
 Level 2 - \$127,008.00
 Level 3 - \$137,500.00

On 19 December 2008, and 19 December 2009 employees covered by the Agreement will receive base pay increases of 3.5%. The new rates of pay are set out below:

	19/12/2008	19/12/2009
	\$	\$
Level 1	124,372.00	128,725.00
Level 2	131,453.00	136,054.00
Level 3	142,313.00	147,294.00

- 3.2 The salaries in 3.1 above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 3.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.
- 3.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.
- 3.2.3 Those entitlements inferred under Clause 10 of this Agreement.
- 3.2.4 A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only, ceases on 18 December 2010:
 45.00 per week from 19 December 2008 and 50.00 per week from 19 December 2009
- 3.2.5 Employees covered by this Agreement are not entitled to EnergyAustralia Employee Day.

4. Salary Adjustment

- 4.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Agreement 2008. The increases will also occur on the same date.
- 4.2 Those employees under this Agreement who receive a salary that is less than the nominated Pay Point for their respective level will have their salary increased to that level. New appointments to the Agreement will be employed at one of the Pay Points above according to the level of the position they are filling. The Manager's decision is final as to what Pay Point an employee is appointed to.
- 4.3 Payment of Remuneration
- Salaries and employee nominated fringe benefits will be paid fortnightly to those financial institutions nominated by the employee (except in the case of hardship).
- 4.4 Employees covered by this Agreement will be entitled to any increases in employer sponsored superannuation as outlined under the EnergyAustralia Agreement 2008.

5. Fringe Benefits

- 5.1 Employees under this Agreement shall have access to fringe benefits on the basis of salary packaging arrangements. Any changes to fringe benefits tax (FBT) rates or method of calculation will be passed on to employees immediately.
- 5.2 Salary Packaging is limited to the following items:
- Motor Vehicle(s)
 - Superannuation
 - Child Care
 - Health Benefits
 - Mortgage
 - Laptop Computer
 - Income Protection
- Other benefits as may become available from time to time.
- 5.2.1 Employees are responsible for meeting 100% of any FBT cost incurred through salary packaging.
- 5.2.2 Motor vehicle arrangements are subject to the conditions and provisions of EnergyAustralia's Motor Vehicle Policy.
- 5.3 All salary packaging arrangements must be prospective (i.e. forward looking) and all arrangements must be provided in writing. Similarly, salary packaging arrangements may be revoked upon provision of written notice.

6. Performance Agreements - Performance / Bonus Review

- 6.1 The employees in positions covered by this Agreement will be entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those employees shall be entitled to receive additional remuneration for performance determined by reference to key result targets.

- 6.2 Each year, employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas/targets that the employees will be measured against as part of their annual performance review.
- 6.3 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas/targets will relate.
- 6.4 The formal performance review will be held in July/August of each year and will be linked to the performance management system of EnergyAustralia.
- 6.5 The employee's performance for the year will be assessed against the achievement of these agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the employee's performance may result in the payment of additional performance based remuneration to the employee.
- The performance-based remuneration will be determined by weighting based on company, divisional and individual performance criteria. Those performance targets will be agreed between the employee and the manager at the time of setting the employee's performance key result areas/targets.
- 6.6 Each Performance Agreement will provide access to the performance-based remuneration where the employee exceeds nominated performance targets.
- 6.7 The maximum remuneration for any year will be determined according to the employee's performance based remuneration. The amount paid will depend on the employee's performance against established targets and key result areas as agreed between the employee and their manager.
- 6.8 The maximum performance based bonus achievable is set at 10% of base salary.
- 6.9 Completed agreements must be submitted for registration with the senior manager and Remuneration and Benefits Administrator at the beginning of each bonus assessment year; being 1 July - 30 June.
- 6.10 Employees may elect to have their bonus payments deferred up to a maximum of twelve (12) months.

7. Profession, Manager and Specialist

- 7.1 A "Professional, Manager and Specialist" employee is an employee designated by the Divisional Executive General Manager as such.
- 7.2 An employee designated as a Professional, Manager and Specialist may enter into an individual employment contract with EnergyAustralia.
- 7.3 This Agreement will only apply to a Professional, Manager and Specialist contract employee for the following:
- Annual Leave
 - Sick Leave
 - Long Service Leave
 - Parental Leave
 - Personal/Carer's Leave
 - Compassionate/Bereavement Leave
 - Career Break
 - Miscellaneous Employment Conditions

- 7.4 EnergyAustralia will disclose the other terms of Professional, Manager and Specialist employment contracts to the Agreement Parties on a commercial in confidence basis. The Parties may discuss the content and operation of the arrangements from time to time.
- 7.5 The employment contract for Professional, Manager and Specialist employees will include provisions in relation to:
- Remuneration and Remuneration Review Mechanism
 - Motor Vehicle(s)
 - Bonuses
 - Superannuation
 - Remuneration Packaging
- 7.6 Remuneration and the remaining conditions for Professional, Manager and Specialist contract employees will be contained within the individual contracts and have no connection with this Agreement or any other Agreement covering EnergyAustralia.
- 7.7 Existing employees of EnergyAustralia will have the option to remain on the Professionals, Managers and Specialists Agreement, or accept promotion to the relevant Agreement with coverage of the position. The Agreement remuneration level for Professional, Manager and Specialist positions will be identified in position advertisements for all internally advertised positions and will be advised on inquiry to internal applicants who are applying for externally advertised positions.

8. Individual Variations

- 8.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are, and will increasingly become, individually specialised and that employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties.
- 8.2 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 8.3 All such variations agreed between the employer and the employee will be notified to the industrial organisation of which the employee is a member on a commercial in confidence basis.
- 8.4 All variations will expire upon the expiration of this Agreement.
- 8.5 Any disputes, claims or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure or Clause 6 of the EnergyAustralia Agreement 2008 Dispute Resolution.
- 8.6 All individual Variations Agreements must be recorded in writing and will be made in accordance with the agreed guidelines developed by the Parties to this Agreement.

9. Hours of Work

- 9.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working eight (8) hours per day over a five (5) day week.
- 9.2 Employees under this Agreement are not entitled to Rostered Days Off.

10. Overtime

- 10.1 Overtime will only be paid with the approval of the relevant Executive General Manager (or their delegate). Where it is paid, overtime will be paid in accordance with the provisions of the EnergyAustralia Agreement 2008.
- 10.2 The employee and their manager may agree to time off work without deduction from salary for other than incidental overtime.

11. Duties as Directed

- 11.1 The relevant Executive General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the employee's skill, competence and training, satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.

12. Multiskilling of Positions

- 12.1 The Parties to this Agreement acknowledge that the interests of EnergyAustralia can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.
- 12.2 All employees covered by this Agreement may be required by the employer to undertake a reasonable and necessary level of training to facilitate the employee in question being able to perform more and/or different functions and duties than he/she may have performed in the past. This requirement shall be commensurate with, and have regard to, the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

13. Acting in Positions

- 13.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall be paid the salary for the position the appropriate level of remuneration and shall work in accordance with the conditions of this Agreement while acting. EnergyAustralia Agreement 2008 employees who act in a Professionals, Managers and Specialists Agreement position will not be entitled to either take or accrue rostered days off during the period of so acting.
- 13.2 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- 13.3 Employees who are covered by this Agreement and who act in a senior contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said senior contract position or their current rate, whichever is the greater. Executive General Managers/managers may review and set the higher grade rate where applicable.
- 13.4 If an employee takes any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.

SCHEDULE 2 - ENGINEERS' AGREEMENT 2008

14. Parties

- 14.1 The Parties to this Agreement are:

EnergyAustralia

Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]

Public Services Association [PSA]

15. Coverage and Duration

- 15.1 This Agreement provides coverage of EnergyAustralia Engineers.
- 15.2 The Agreement regulates the terms and conditions of employment and rates of pay for current and future engineers who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2008. Where this Agreement is silent, the EnergyAustralia Agreement 2008 conditions shall apply. If there is any inconsistency between this Agreement and the EnergyAustralia Agreement 2008, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with relevant policies and procedures adopted by EnergyAustralia from time to time.
- 15.3 The Agreement shall be made for a nominal period of two (2) years commencing from 19 December 2008.
- 15.4 No employee shall be appointed to a position under this Agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This clause, at all times, is subject to the conditions and provisions of the EnergyAustralia's Merit Appointment Policy.

16. Salary

- 16.1 Existing employees covered by this Agreement shall be appointed to the salaries set out below, as from 19 December 2008.

Band	Level	Salary 19/12/08 \$	Salary 19/12/08 \$
1	1	60,752.00	62,878.00
	2	65,759.00	68,061.00
	3	72,605.00	75,146.00
	4	78,595.00	81,346.00
	5	83,400.00	86,319.00
2	1	92,091.00	95,314.00
	2	97,726.00	101,146.00
	3	105,780.00	109,482.00
3	1	110,061.00	113,913.00
	2	114,494.00	118,501.00

- 16.2 The tabled salaries in 3.1 above are payable for all purposes and are inclusive of all allowances other than:
- 16.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia Agreement 2008 and policy and procedure.
- 16.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia. Employees should refer to the relevant EnergyAustralia policies and procedures for more information in respect of this clause.
- 16.2.3 Any entitlements under Clause 8 of this Agreement.
- 16.2.4 On Call Allowances as outlined in the EnergyAustralia Agreement 2008.
- 16.2.5 First Aid Allowance as outlined in the EnergyAustralia Agreement 2008.
- 16.2.6 Meal Allowance as outlined in the EnergyAustralia Agreement 2008.
- 16.2.7 Private Vehicle Usage - ATO Rates as outline in the EnergyAustralia Agreement 2008.

16.2.8 A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only, ceases on 18 December 2010.

45.00 per week from 19 December 2008

50.00 per week from 19 December 2009

17. Salary Adjustment

17.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Agreement 2008. The increases will also occur on the same date.

18. Progression

18.1 Engineers appointed to Band 1 shall spend a minimum of twelve (12) months at each level before being eligible to progress to the next level. A satisfactory Performance Development System ("PDS") result (in accordance with Clause 10) is required each year in order to progress. An engineer shall complete a minimum of 18 months service in Band 1 before becoming eligible to apply for advertised Band 2 positions. The Executive General Manager may approve exceptions to the minimum service requirement at Band 1.

18.2 Progression from Band 1 to Band 2 will be by Merit Appointment only.

18.3 To progress from Band 2 Level 1 to Band 2 Level 2 an engineer must be able to demonstrate two (2) years service at Band 2 Level 1 and a satisfactory PDS result in both years.

18.4 To progress from Band 2 Level 2 to Band 2 Level 3 an engineer must be able to demonstrate three (3) years service at Band 2 Level 2 and a satisfactory PDS result in all three (3) years.

18.5 Progression Band 2 to Band 3 will be by Merit Appointment only.

18.6 Employees deemed Present Occupant Only will not be eligible to progress to Band 3 Level 2.

18.7 To progress from Band 3 Level 1 to Band 3 Level 2 the engineer must be able to demonstrate three (3) years service at Band 3 Level 1 and a satisfactory PDS outcome in all three (3) years.

19. Performance Development System

19.1 The performance development process involves engineers and their manager determining what needs to be done during the year, discussing progress, reviewing achievement and giving feedback. Work plans are focused on our corporate goals and single set of shared goals.

19.2 A formal performance progress review should be carried out with the manager or supervisor six (6) months after you have agreed your work plan objectives. The final performance review shall then be carried out at the end of twelve (12) months. The performance development system cycle operates on a financial year basis.

20. Individual Variations

20.1 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.

20.2 All such variations agreed between the employer and the employee will, on request, be notified to the industrial organisation of which the employee is a member on a confidential basis.

20.3 All variations will expire upon the expiration of this Agreement.

- 20.4 Any disputes, claim or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure, or Clause 6 of the EnergyAustralia Agreement 2008.
- 20.5 All individual Variations Agreements must be recorded in writing and will be made in accordance with the agreed guidelines developed by the Parties to this Agreement.

21. Overtime

- 21.1 This clause refers to the Overtime Clause that appears in the EnergyAustralia Agreement 2008. Any changes to the aforementioned EnergyAustralia Agreement 2008 Overtime Clause shall take effect in this Agreement. Those people who are required to perform other than incidental overtime will be paid at the appropriate rate.
- 21.2 This clause applies unless varied by an Individual Variation Agreement.

22. Secondment

- 22.1 An existing employee covered by this Agreement may be employed under an individual contract of employment for a specific period of time. During that time the terms and conditions of the individual contract will apply to the exclusion of this Agreement. On termination of this period of time/contract the employee will revert back to the employment conditions prescribed by this Agreement.

23. Duties as Directed

- 23.1 The relevant Executive General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the employee's skill, competence and training.

24. Multiskilling of Positions

- 24.1 The Parties to this Agreement acknowledge that the interests of EnergyAustralia can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.
- 24.2 All employees covered by this Agreement may be required by the employer to undertake a reasonable level of training to enhance the employee's skill level. This requirement shall be commensurate with and have regard to the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards. Wherever a position is redesigned or multiskilling of an existing position is identified as a desired outcome, consultation with the affected work group/individual shall take place.

25. Acting in Positions

- 25.1 Employees who act in a position covered by this Agreement shall be paid the salary for the position as described in Clause 3 and in accordance with the conditions of this Agreement while acting.
- 25.2 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. Executive General Managers/ managers may review and set the higher grade rate where applicable. Engineers Agreement employees who act in a senior contract position will not be entitled to either take or accrue rostered day off during the period of so acting.

SCHEDULE 3 - ENERGYAUSTRALIA EXECUTIVE ASSISTANTS' AGREEMENT 2008

26. Parties

- 26.1 The Parties to this Agreement are:

EnergyAustralia

United Services Union: New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union [USU]

Public Services Association [PSA]

27. Coverage and Duration

- 27.1 This Agreement provides coverage for current and future employees classified as Executive Assistants to EnergyAustralia's Managing Director, Executive General Managers and the Corporate Secretariat.
- 27.2 The Agreement regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2008 whilst this Agreement is in force this Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 27.3 The Agreement shall be made for a period of two (2) years commencing 18 December 2009.
- 27.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- 27.5 No employee shall be appointed or promoted to a position under this Agreement without first going through competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This includes promotion or appointment that follows re-evaluation of a position. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

28. Salary

- 28.1 Existing employees covered by this Agreement shall be paid the appropriate wage or salary according to their approved Pay Point within the Administrative/ Clerical pay structure, including any access to Supplementary Pay Points as managed separately by each Division.
- 28.2 Transferral from EnergyAustralia Agreement 2008 to Agreement conditions involves the relinquishing of Rostered Days Off (RDOs) for those employees who will meet the standard hours of work as identified at Clause 6, depending on both the business requirements and the individual's needs. Due to the variation of terms required by employees covered by this Agreement with regard to relinquished RDOs, details will be provided in an Individual Variation Agreement, as set out at Clause 5.
- 28.2.1 An individual who nominates to relinquish any RDOs through an Individual Variation Agreement will have the compensatory amount added to their base salary.
- 28.2.2 Relinquished RDOs will be compensated at ordinary time only.
- 28.3 The salaries in 3.1 above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 28.3.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.
- 28.3.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.
- 28.3.3 Any Individual Variation Agreement made, as identified in Clause 5 of this Agreement, made in accordance with the agreed guidelines development by the Parties to this Agreement.

29. Performance/Bonus Review

- 29.1 The employees covered by this Agreement are entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those employees may be entitled to receive additional remuneration for performance determined by reference to key result areas.
- 29.2 The maximum performance based bonus achievable is set at 10% of base salary as identified in the Individual Variations Agreement.
- 29.3 Each year, employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key results areas/targets that the employees will be measured against as part of their annual performance review.
- 29.4 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas/targets will relate.
- 29.5 The formal performance review will be held in July/August of each year and will be linked to the performance management system of EnergyAustralia.
- 29.6 The employee's performance for the year will be assessed against the achievement of the agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the employee's performance may result in the payment of additional performance based remuneration to the employee.
- 29.7 The performance based remuneration will be determined by weighting based on 20% divisional and 80% individual performance criteria. Those performance targets will be agreed between the employee and the manager at the time of setting the employee's performance key result areas/targets.
- 29.8 Each Performance Agreement will provide access to the performance based remuneration where the employee exceeds nominated performance targets.
- 29.9 The maximum total remuneration, as identified by Clause 4.2, for any year will be determined according to the employee's performance based remuneration outcome. The amount paid will depend on the employee's performance against established targets and key result areas as agreed between the employee and their manager.
- 29.10 Completed Performance Agreements must be submitted for registration with the Managing Director, Executive General Manager or Corporate Secretary, and the Remuneration and Benefits Administrator at the beginning of each bonus assessment year, being 1 July - 30 June.
- 29.11 Achievement of performance related remuneration under this Agreement will operate in accordance with EnergyAustralia's bonus payment policy.

30. Individual Variations

- 30.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties.
- 30.2 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by Agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 30.3 All such variations agreed between the employer and the employee will be notified to the industrial organisation of which the employee is a member on a commercial in confidence basis.

- 30.4 All variations will expire upon the expiration of this Agreement.
- 30.5 Any disputes, claims or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure, or Clause 6 of the EnergyAustralia Agreement 2008 Disputes Resolution.
- 30.6 All individual variations must be recorded in writing and will be made in accordance with the agreed guidelines developed by the Parties to this Agreement

31. Hours of Work

- 31.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working eight (8) hours per day over a five (5) day week, unless an Individual Variation Agreement establishes otherwise.

32. Overtime

- 32.1 Overtime will be paid at the discretion of the individual manager and in accordance with the EnergyAustralia Agreement 2008.
- 32.2 Overtime will not be claimed by nor paid to employees covered by this Agreement in the following circumstances:
- 32.2.1 When receiving phone calls or responding to messages outside normal rostered workings hours or during a rostered day off.
- 32.2.2 When providing advice or finding solutions outside normal rostered working hours or during a rostered day off.
- 32.2.3 When required to adjust starting and finishing times to accommodate short term variance in work demands.

33. Fixed Term Employment

- 33.1 A fixed term employee is one who is engaged for a fixed period of time. "Fixed Term Employment" is defined as a period of employment for the duration of a specific project, or where it is expected that there will not be a continuing need for the position. At the expiry of the term, the employee shall no longer be employed. There is no expectation that fixed term employment will be extended beyond the specified duration or project.
- 33.2 Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.
- 33.3 The Parties will consult and reach agreement before appointments are made under this clause. EnergyAustralia reserves the right to review the need for the position at the end of the stated term of the period of fixed employment.
- 33.4 Employees covered by the classifications under the EnergyAustralia Agreement 2008 may be employed under this provision on a fixed term basis. On completion of the period of fixed term employment, the employee will revert back to EnergyAustralia Agreement 2008 conditions of employment.
- 33.5 Any external engagement(s) under this clause are subject to the exhaustion of internal merit appointment alternatives and are for the purpose of providing coverage during extended periods of leave which may be taken by the incumbent employee from time to time.
- 33.6 Access to performance based remuneration for employees engaged under this clause will be determined by application of EnergyAustralia's bonus payment policy to the specific conditions of engagement.

34. Secondment

- 34.1 Where an employee's conditions of employment are covered by this Agreement, the employee may be employed under an Individual Contract of Employment for a specific period of time. On termination of this period of time/contract the employee will revert back to the employment conditions prescribed by this Agreement.
- 34.2 Where an employee successfully applied for a seconded role covered by the EnergyAustralia Agreement 2008, all relevant EnergyAustralia Agreement 2008 conditions and rates of pay of the advertised role shall apply.

35. Duties as Directed

- 35.1 The relevant Executive General manager, Managing Director or Corporate Secretary may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the employee's skill, competence and training, and satisfy any relevant professional code of ethics.

36. Competency Development Framework

- 36.1 The Parties to this Agreement acknowledge that the continuing development of the positions covered by this Agreement is in the interest of EnergyAustralia and can be enhanced through a competency framework to compliment the delivery of performance and related remuneration and identify the areas of development for the individual that may be appropriate.
- 36.2 The competency framework will be aligned to the nationally recognised competency standards, and comply with the National Qualifications Packing Rules in order to gain recognised qualification(s), as established by the Australian National Trading Authority.
- 36.3 All employees covered by this Agreement may be required by the employer to undertake a reasonable and necessary level of training to facilitate the employee in question being able to perform more and/or different functions and duties than he/she may have performed in the past. This requirement shall be commensurate with, and have a regard to the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

37. Acting in Positions

- 37.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall continue to be employed under the terms of EnergyAustralia Agreement 2008, but shall be paid the salary for the position at the base grade of the incumbent, without access to the additional Supplementary Pay Points and shall work in accordance with the conditions of this Agreement whilst acting.
- 37.2 EnergyAustralia Agreement 2008 employees who act in a position covered by this Agreement are entitled to accrue all rostered days off which occur during the period of acting, up to a maximum of twelve (12) months, in order to meet the hours of work stipulated at Clause 6.
- 37.2.1 The employee may elect to receive payment for all accrued RDOs, prior to returning to their EnergyAustralia Australia 2008 position, subject to management approval. Such payment will be made at the base rate paid whilst working under the conditions of this Agreement.
- 37.2.2 Alternatively the employee may elect to utilise the balance of accrued RDOs as a form of leave, within six (6) months of returning to their EnergyAustralia Agreement 2008, subject to management approval.
- 37.2.2.1 Where an employee has been acting in a position covered by this Agreement for the maximum period of twelve (12) months then the election to utilise the balance of RDOs as a form of leave must be within twelve (12) months of returning to their EnergyAustralia Agreement 2008 position.

- 37.2.3 The above election at 12.2.2 and 12.2.2.1 must be made prior to commencing in the acting position covered by this Agreement and with the approval of the releasing manager.
- 37.3 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- 37.4 Employees who are covered by this Agreement and act in a senior contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said senior contract position or their current rate, whichever is the greater. Executive General Managers/managers may review and set the higher grade rate where applicable.
- 37.5 Where an employee successfully applies to act in a position covered by the EnergyAustralia Agreement 2008, all relevant EnergyAustralia Agreement 2008 conditions and rate of pay of the acting role shall apply.
- 37.6 If an employee takes any form of leave during the first 13 weeks of an acting higher grade, the period of leave will not attract the high rate of payment.
- 37.7 Any application of the performance based remuneration as identified at Clause 4 of this Agreement shall be in accordance with the EnergyAustralia Bonus Payment Policy.

SCHEDULE 4 - ENERGYAUSTRALIA COMMERCIAL GRADUATE AGREEMENT 2008

38. Parties

- 38.1 The Parties to this Agreement are:

EnergyAustralia

Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]

United Services Union: New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union [USU]

Public Services Association [PSA]

39. Coverage and Duration

- 39.1 The Agreement totally regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2008 whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 39.2 The Agreement shall be made for a period of two (2) years commencing 19 December 2009.
- 39.3 This Agreement shall operate to regulate the terms and conditions of employment of current and future employees covered by the Agreement whose letter of appointment states their employment classification to be that of a Commercial Graduate.
- 39.4 If a Commercial graduate is appointed to an established position within EnergyAustralia their terms and conditions will cease to be covered by this Agreement and will thereafter be covered by the relevant Agreement covering the classification or position occupied.

40. Declaration

- 40.1 The Parties declare that the arrangements contained in this Agreement are intended to be unique pay and conditions arrangements for a small number of employees to be employed as part of a Commercial Graduate Program.
- 40.2 The Parties declare that it is not their intention to promote these arrangements as being suitable for employees other than Commercial Graduate Program employees.

41. Salary

- 41.1 First Year - On Commencement - \$49,399.52
- 41.2 Second Year - subject to satisfactory performance assessment - to a maximum of \$54,339.47
- 41.3 The salaries in 4.1 and 4.2 above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 41.3.1 Travel or living expenses when working outside EnergyAustralia's supply area.
- 41.3.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.
- 41.4 Progression beyond the salary in 4.1 above is subject to satisfactory performance against agreed Key Result Areas, negotiated between the employee and supervisor.

42. Hours of Work

- 42.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will normally involve work over a five (5) day week, eight (8) hours per day, Monday to Friday. Ordinary hours of work will not exceed 40 per week averaged over 52 weeks.
- 42.2 The start and finish times shall be agreed with each employee and shall be flexible enough to meet both their personal needs and the needs of the job and the customers.
- 42.3 Employees are entitled to unpaid break of 30 minutes per day. The exact timing and duration shall be agreed on an ad hoc basis to meet both the employee's needs and the needs of the job and the customers.
- 42.4 Employees can be granted time off in lieu of additional hours worked with the agreement of their manager. Any additional hours worked shall be reasonable in light of the rates of pay involved.

43. Overtime

- 43.1 Any additional hours worked shall not be paid separately. Individual employees and individual managers shall agree on time in lieu where appropriate.

44. Public Holidays

- 44.1 Employees are entitled to be absent from work without loss of ordinary pay for any day which is gazetted as a Public Holiday for the areas in which they would normally work.
- 44.2 Employees under this Agreement are not entitled to EnergyAustralia Employee Day.

45. Terms of Employment

- 45.1 Notice of Termination
- 45.1.1 EnergyAustralia shall give an employee four (4) weeks of notice or payment in lieu:

- 45.1.1.1 This period of notice given by EnergyAustralia is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with EnergyAustralia.
- 45.1.1.2 This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious misconduct.
- 45.1.1.3 Employees shall provide EnergyAustralia with not less than four (4) weeks notice of termination or forfeit four (4) week's wages in lieu.
- 45.2 If an employee is absent without notifying EnergyAustralia for a continuous period of five (5) working days without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually work.
- 45.3 The decision to dismiss an employee shall rest with the Executive General Manager.
- 45.4 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee resigns and annual leave has been taken in advance but has not yet accrued on a pro rata basis.
- 45.5 Employees are not entitled to pay in the following circumstances:
- 45.5.1 Where an employee is absent without authorisation, or
- 45.5.2 Where an employee is absent due to sickness but has no entitlement to paid sick leave.
- 45.6 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.
- 45.7 The EnergyAustralia redundancy policy applies to individuals under this Agreement.

46. Duties as Directed

- 46.1 The relevant Executive General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations as may be required from time to time provided that the duties are within the employee's skill, competence and training, and satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.

47. Miscellaneous Conditions of Employment

- 47.1 Death of Employee

On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.

- 47.2 Further Education Expenses

Compulsory text books and self education expenses will be 100% refundable, subject to on going satisfactory work performance and successful completion of all subjects.

R. W. HARRISON *D.P.*

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(Nos. IRC 1543 of 2008 and 806 of 2009)

Before Commissioner Cambridge

30 June 2009

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWH)
12.	Flexible Work Arrangements (FWA)
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case - OHS Obligations
31.	Grievance and Dispute Resolution
32.	Variations to Award and No Further Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates
Schedule 2 - Allowance Rates
Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

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

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively
- preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred to by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal)

Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.
- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of four percent (4%) with effect from the beginning of the first full pay period to commence on or after 1 July 2008, and a further four percent (4%) increase with effect from the beginning of the first full pay period to

commence on or after 1 July 2009, and a further 4% from the beginning of the first full pay period commencing on or after 1 July 2010.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) ommitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a

permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance using the following five point scale:

Outstanding - where performance has consistently and substantially far exceeded the expectations and results previously agreed upon. The staff member has made significant contributions toward meeting corporate goals and priorities.

Commendable (Creditable) - where performance has fully met the requirements agreed to, and exceeded requirements on major projects/tasks.

Fully Competent - where the requirements of the performance agreement are fully met.

Needs Improvement (Marginal) - where the fundamental requirements of the performance agreement have been met but results are not as agreed and included in the performance agreement.

Unsatisfactory (Unacceptable) - where performance has not met the requirements of the performance agreement.

- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.

- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principle
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWH)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.

- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Commission's Flex Record. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 8 weeks recreation leave (over 40 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.

- (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 40 working days/280 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 40 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
- (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.

- (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*. The staff members 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. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.
- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
- (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Public Sector Employment and Management Act 2002* and as defined by the Department of Premier and Cabinet's Director of Public Employment. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
- (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following:-
- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency 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;

- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
- (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
- (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.

- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) 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.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days

- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (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.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may

only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(10) Notification Requirements

- (a) When a Commissioner is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
- (b) A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
- (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
- (d) Staff member's request and the Commissioner's decision to be in writing

The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.
- (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
- (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
- (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.

(11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.

(12) If the position occupied by the staff member immediately prior to the taking of parental 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.

- (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
- (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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.
 - (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

- (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the *Banks and Banks Holidays Act 1912* apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The August Bank Holiday is replaced by the Public Service Holiday, to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more five working days in duration,

which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.

- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
- (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Commissioner,
 - (d) other instances determined by the Commissioner.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
- (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.

- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
 - (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to

work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

(3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.
- (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
- (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
- (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
- (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) 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 Commission's office at the time of taking the normal lunch break

- (iii) Dinner, when required to travel after 7.30 pm.
 - (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.
- (7) Motor Car allowances
- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
 - (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - OHS Obligations

- (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 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.
- (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).
 - (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.

- (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*.

- (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 procedures of this award.

- (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.

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) 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.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (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 attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner 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.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. Variations to Award and No Further Claims

- (1) This Award may be varied as provided for in the Award and the provisions of the Industrial Relations Act 1996.
- (2) There will be no further claims in relation to the issues covered by the Award during its operation. Subject to the *Industrial Relations Act 1996* there shall be no industrial action relating to issues covered by this Award during its operation.

33. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (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."

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Depart of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the *ICAC Act*. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published 17 November 2006 (361 I.G. 782).
- (c) This Award commences to operate on and from 1 July 2008 and remains in force until 30 June 2011. This Award has been reviewed in accordance with s19 of the *Industrial Relations Act 1996*, such review having been completed on 3 June 2009.

SCHEDULE 1**ICAC OFFICER CLASSIFICATION SALARY RATES**

ICAC GRADE		FFPP 1.7.08 Per annum \$	FFPP 1.7.09 Per annum \$	FFPP1.7.10 Per annum \$
1A	1st year	41,363	43,017	44,738
	2nd year	42,272	43,963	45,721
	3rd year	43,730	45,479	47,298
	4th year	44,826	46,619	48,484
	5th year	45,918	47,755	49,665
1B	1st year	46,648	48,514	50,455
	2nd year	47,919	49,836	51,829
	3rd year	49,377	51,352	53,406
	4th year	50,654	52,680	54,788
	5th year	51,932	54,010	56,170
1C	1st year	51,747	53,817	55,970
	2nd year	53,021	55,142	57,348
	3rd year	54,481	56,661	58,927
	4th year	55,755	57,986	60,305
	5th year	57,576	59,880	62,275
2	1st year	58,672	61,018	63,459
	2nd year	59,948	62,346	64,839
	3rd year	61,587	64,050	66,612
	4th year	63,590	66,133	68,779
	5th year	65,051	67,653	70,359
3	1st year	66,871	69,546	72,328
	2nd year	68,692	71,440	74,297
	3rd year	70,151	72,957	75,875
	4th year	72,337	75,231	78,240
	5th year	74,160	77,127	80,212
4	1st year	75,799	78,831	81,985
	2nd year	77,622	80,727	83,956
	3rd year	79,993	83,192	86,520
	4th year	82,176	85,463	88,881
	5th year	84,367	87,742	91,251
5	1st year	86,000	89,440	93,017
	2nd year	88,005	91,525	95,186
	3rd year	90,558	94,180	97,948
	4th year	93,473	97,212	101,101
	5th year	95,661	99,488	103,467
6	1st year	96,207	100,056	104,058
	2nd year	99,120	103,085	107,209
	3rd year	101,129	105,174	109,381
	4th year	103,678	107,825	112,138
	5th year	106,960	111,238	115,688

7	1st year	105,502	109,722	114,111
	2nd year	107,139	111,424	115,881
	3rd year	108,962	113,320	117,853
	4th year	110,602	115,026	119,627
	5th year	114,792	119,384	124,159
8	1st year	112,425	116,922	121,599
	2nd year	115,520	120,141	124,947
	3rd year	118,437	123,175	128,102
	4th year	121,352	126,206	131,255
	5th year	124,446	129,424	134,601

SCHEDULE 2

ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FPP 1.7.08 \$	FPP 1.7.09 \$	FPP 1.7.10 \$
Associate's Allowance subclause 28(2)			
- Total allowance payable in 12 month financial period not to exceed	4,954 pa	5,152 pa	5,358 pa
- 50% allowance payable to approved staff members on basis of training and availability	2,477 pa	2,576 pa	2,679 pa
- Daily Rate	61.92 pd	64.40 pd	66.97 pd
Community Language Allowance Scheme subclause 28(3)	1,077 pa	1,121 pa	1,165 pa
First Aid Allowance subclause 28(4)	693 pa	720 pa	749 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates. Engine capacity:

2601 cc and over	70 cpk
1601 to 2600 cc	69 cpk
1600 cc or less	58 cpk

- (b) Specified journey rate will be 40% of official business rate. Engine capacity:

2601 cc and over	28 cpk
1601 to 2600 cc	28 cpk
1600 cc or less	23 cpk

- (5) Casual Employees: Persons employed on a casual basis will receive:

- (a) Loadings of
- (i) 15% for Mondays to Fridays
 - (ii) 50% for Saturdays
 - (iii) 75% for Sundays
 - (iv) 150% for Public Holidays
- (b) An additional payment of 1/12th in lieu of annual leave
- (c) Minimum period of engagement of 3 hours
- (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
- (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3

CASUAL EMPLOYEES' ENTITLEMENTS

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (2) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).

- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (3) A family member for the purposes of (2) (a) above is:
- (a) a spouse of the staff member; or
 - (b) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of defacto spouse of the staff member; or
 - (d) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other;
and

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

- (4) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is

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

- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

I. W. CAMBRIDGE, Commissioner

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INTEGRAL ENERGY AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Integral Energy.

(No. IRC 2308 of 2008)

Before The Honourable Mr Deputy President Harrison

30 June 2009

AWARD

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1. Application and Operation of the Award

1.1 Objects of the Award

The objects of the Award are:

- (a) to outline the basic conditions relating to the work performed by the employees of Integral Energy;
- (b) to enable Integral Energy to meet the challenges of a competitive electricity market; and
- (c) to give employees the greatest possible chance of employment security, through the ability to adapt to a changing environment.

1.2 Term of the Award

The Award shall operate from 24 December 2008 until 24 December 2010 inclusive.

1.3 Coverage of the Award

1.3.1 The parties to the Award are:

- (a) Integral Energy Australia;
- (b) Electrical Trades Union of Australia, New South Wales Branch;
- (c) New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
- (d) Association of Professional Engineers, Scientists and Managers, Australia;
- (e) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch
- (f) Australian Workers Union; and
- (g) Australian Services Union.

("collectively, Unions.")

1.3.2 The Award shall be applicable to Integral Energy and its employees, other than those employed in contract positions.

1.3.3 An employee who has been offered and has accepted an individual employment contract will be employed in a contract position.

1.3.4 Integral Energy reserves the right to offer individual employment contracts for any position in the organisation subject to the following:

- (a) The parties acknowledge that, subject to clause 1.3.4(b), employment in positions evaluated with a range Manager/Specialist 9-13 and above will only be offered subject to entry into a fixed or open term employment contract.
- (b) Continuing employees who are employed as at the date of this Award in positions evaluated with a range Manager/Specialist 9-13 and above may elect to remain on their current employment arrangements for as long as they continue to occupy their present positions.
- (c) Continuing employees who are employed as at the date of this Award in positions evaluated with a range below Manager/Specialist 9-13 have the right to refuse the offer of a fixed or open term employment contract and their employment will continue to be subject to this Award.

1.4 Intent and Commitment

Intent

This Award is based on the understanding that Integral Energy and its employees have an obligation to serve the people of New South Wales by providing a high standard of service in the most efficient way. As part of its obligations, Integral Energy is committed to the continued development of its skilled workforce to provide an effective service and job security for its employees.

Commitment

The employees of Integral Energy are committed to:

- (a) Working together towards achieving Integral Energy's vision of generating performance through innovation.
- (b) Achieving success through values of:
 - We provide excellent customer service;
 - We live and work safely;
 - We deliver outstanding business success;
 - We promote high achievement;
 - We behave with respect and integrity.
- (c) Ensuring that they act with honesty, fairness and dignity in all that they do.
- (d) Only using information of a commercial or confidential nature in an authorised manner.
- (e) Subject to clauses 1.4, 2 and 3, implementing work practices that:
 - (i) provide for more co operative work arrangements;
 - (ii) improve competitiveness, efficiency, flexibility and productivity; and
 - (iii) assist positively to enable Integral Energy to be a low cost, reliable supplier of electricity.

1.5 Commitments of the Parties

Integral Energy, its employees and the unions representing their members are committed to:

- (a) the Objects of this Award; and
- (b) the Strategic and Business Plans of Integral Energy.

1.6 Relationship of this Award to other Agreements and Awards

1.6.1 In this Award "Core Award" means Clauses 1 to 26 of this Award.

1.6.2 This Award is to be read in conjunction with the Awards and Workplace Arrangements listed at Schedule D.

1.6.3 The parties commit to renegotiate, consolidate and present in plain English all conditions of employment that are contained in the Workplace Arrangements. This process may be completed within twelve (12) months from the commencement of this Award.

1.6.4 Any dispute(s) in relation to this clause may be referred to clause 22 (Disputes) of this Award by any Party.

1.7 No Extra Claims other than in accordance with this Award

It is a term of this Award that the parties to this Award undertake that for the period of the duration of the Award that they will not pursue any extra claims.

1.8 Definitions

1.8.1 "Ordinary Week's Pay" means an employee's ordinary week's pay is their rate of pay for their ordinary hours of work plus any allowances which are paid on a normal weekly basis.

1.8.2 "Act" means the Industrial Relations Act 1996 (NSW).

1.9 Competency Based Progression System

The parties are committed to maintaining the Competency Based Progression System which was introduced in 2005. Variations to the system will be made using a consultative process.

1.10 Consultation for next Award

Negotiations will commence with the relevant parties 6 months before the expiry of this Award for a replacement Award.

2. Consultation and Communication

2.1 Consultative Committee Formation

Integral Energy will form Consultative Committees from time to time consisting of representatives of Integral employees, the Unions and Integral Energy management. During the term of this Award, any proposed amendment to an Integral Energy policy (other than in direct response to a statutory obligation) that will materially impact employees will be subject to consultation using Consultative Committees.

2.2 Consultative Committee Objectives

The objectives relate to major and strategic issues that may affect the relationship between Integral Energy and its employees and include:

to enable Integral Energy to keep its employees, and the unions representing them, informed;

to enable unions and their members to keep Integral Energy informed;

to enable employees to have input into the decisions of management; and

to facilitate the exchange of views between employees and management.

2.3 Disputes

At any time during the process outlined in this clause either party may refer the matter to the Dispute Settlement Procedure (Clause 22 of this Award) for resolution.

3. Work Practice Change

3.1 Continuous Improvement and Best Practice

Integral Energy seeks continuous improvement and best practice in all that we do. Employees commit to actively supporting and contributing to the "process" of change.

3.2 Change Following Consultation

Any change will only occur following the consultation process outlined in clause 2.

3.3 Assessment Criteria

Assessment criteria will include, but is not limited to safety, hardship, workload and any other legislative requirements.

3.5 Areas of reform being addressed

The areas of reform to be addressed during the life of this Award include:

- (a) Introduction of afternoon shift by volunteers
- (b) Alternate shift rosters for planned works which may be achieved via Clause 5 of this Award or other agreed arrangements
- (c) Removing demarcation on network switching for qualified Integral Energy staff (note the review of the current field switching agreement)
- (d) Contesting bulk lamp change and meter reading functions involving consultation with the Contracting Consultative Committee (CCC)
- (e) Call Centre
- (f) Management of excess leave accruals
- (g) Review of administrative tasks to ensure best practice as per Clause 1.4
- (h) Network automation
- (i) An investigation of District Operators switching of protection link isolators and the effect on the safety and network reliability

3.6 Disputes

At any time during the process outlined in this clause either party may refer the matter to the Dispute Settlement Procedure (Clause 22 of this Award) for resolution.

4. Contract of Employment

4.1 Duties of Integral Energy

The duties of Integral Energy, consistent with the Award and other relevant legislation, include the following:

- (a) to provide work;
- (b) to pay for the work performed; and
- (c) to provide a safe working environment.

4.2 Duties of Employees

The duties of employees, consistent with the Award and other relevant legislation, include the following:

- (a) to work in a skilful and competent manner;
- (b) to work in a manner which does not threaten the safety of themselves, work colleagues or the public;

- (c) to provide faithful service;
- (d) to obey lawful commands;
- (e) to not act in a manner hostile to or against the interests of Integral Energy;
- (f) to respect and maintain the confidentiality of certain information;
- (g) to account for all moneys and property received in the course of employment;
- (h) to make available to Integral Energy all inventions made in the course of employment; and
- (i) to disclose to Integral Energy any information it has a right to know.

4.3 Obligation to Use Skills

An employee must perform work to the required competency of the skills for the position in which the employee works.

4.4 Categories of Working Environment

As required by Integral Energy, an employee's work may be performed in an office; depot; workshop; in the field or other location remote from the office, depot, workshop; or in the employee's home.

4.5 Categories of Employment

CATEGORY	DESCRIPTION	BENEFITS UNDER AWARD
Permanent / Full time	Continuing tenure based on full time hours	Full extent of relevant benefits
Fixed term / Full time	Fixed term tenure based on full time hours (where circumstances warrant the tenure may be extended for a limited extra period)	Full extent of relevant benefits according to the period of employment
Permanent / Part time	Continuing tenure based on regular but less than full time hours.	All relevant benefits on a pro-rata (part time hours as a proportion of the full time hours) basis
Fixed term / Part time	Fixed term tenure based on regular but less than full time hours (where circumstances warrant the tenure may be extended for a limited extra period)	All relevant benefits on a pro-rata (part time hours as a proportion of the full time hours) basis according to the period of employment
Casual	Casually engaged - working irregular hours and/or for a limited period of time to meet short term needs	The relevant hourly rate according to the appropriate classification plus 23% (casual employee loading) for each hour worked. A minimum of 4 hours will apply. The casual employee loading is in compensation for all Award benefits other than overtime, below

4.5.1 A part time employee who agrees to work additional hours will be paid single time for those additional hours up to the equivalent full time hours. The pro rata accrual of leave will be adjusted for those additional hours.

4.5.2 Where a part time employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate.

4.5.3 The span of hours shall be in accordance with clause 0.

- 4.5.4 Where a casual employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate. These overtime rates shall be in lieu of the casual employee loading.
- 4.5.5 The span of hours shall be in accordance with clause 0.

Wages, Salaries and Superannuation

Integral Energy will allocate a pay point to each employee. The pay points are set out in Appendix A to this Award.

- 4.6.2 The rates of pay contained in Appendix A of this Award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:

any equivalent over-Award payments; and/or

Award wage increases since 29 May 1991 other than the safety net, State Wage Case and minimum rates adjustments.

- 4.6.3 Integral Energy will increase rates of pay by the following:

- (a) 3.5% payable on 24 December 2008;
- (b) 3.5% payable on 24 December 2009

- 4.6.4 All employees covered by this Award will receive an 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 24 December 2008 with a further 1% increase effective from 24 December 2009.

- 4.6.5 The above increases are in addition to the Commonwealth government superannuation guarantee, which may be varied from time to time. Therefore should any increase to the Commonwealth government superannuation guarantee occur during the nominal term of this Award, the Integral Energy additional increases stated above will not be absorbed by any future government increases.

4.7 Superannuation

- 4.7.1 Subject to the provision of relevant superannuation legislation, employees under this Award will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).
- 4.7.2 An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of the EISS.
- 4.7.3 Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.
- 4.7.4 The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

4.8 Apprentices and Trainees

- 4.8.1 The conditions of this Award shall apply to apprentices and trainees during the period of their traineeship or apprenticeship.
- 4.8.2 A traineeship or apprenticeship may not provide for continuing employment upon completion of the indentured period.

4.8.3 An offer of continued employment would be based on the staffing requirements of Integral Energy and the satisfactory performance of the apprentice or trainee.

4.9 Equal Employment Opportunity

4.9.1 Integral Energy is an Equal Opportunity Employer.

4.9.2 Integral Energy and its employees will work together to achieve the objective of a work environment which is free from discrimination or harassment in the workplace and where all people treat, and are treated, with respect.

4.9.3 Integral Energy is committed to providing equal remuneration and conditions of employment for work of equal or comparable value.

4.10 Anti-Discrimination

4.10.1 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, age and responsibilities as a carer.

4.10.2 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 of operation, has a direct or indirect discriminatory effect.

4.10.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.10.4 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.

4.10.5 Consistent with Anti-Discrimination and Equal Employment Opportunity principles, workplace harassment, including bullying is not acceptable. Any incidents of workplace harassment/bullying will be managed in accordance with Clause 22 Disputes.

4.10.6 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.

4.11 Payment of Termination Pay to Next of Kin

Employees may authorise Integral Energy to pay their termination pay to a person nominated by them on the appropriate form in the event of them dying whilst still in the service of Integral Energy.

4.12 Termination of Employment

4.12.1 The amount of notice, of termination of employment, to be given by an employee shall be two weeks.

4.12.2 If an employee's employment is terminated for reasons other than those justifying summary dismissal, the amount of notice which will be given by Integral Energy will be as follows:

Amount of Employee's Service	Amount of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: Where an employee is over 45 years of age with at least 2 years continuous service the amount of notice in the above table is to be increased by 1 week.

4.12.3 As an alternative to notice being given, compensation, in the form of an ordinary week's pay, for each week of notice, may be paid instead.

4.12.4 Where circumstances warrant and by agreement, the required period of notice may be waived.

4.12.5 Summary Dismissal will apply where an employee has been guilty of serious misconduct. In this case an employee will be paid only up to the date of dismissal.

4.12.6 A contract of employment may be terminated as follows:

Type	Description
Resignation	Where an employee decides of their own free will to leave.
*Retirement	This is where the employee decides of their own free will to leave the workforce generally.
Dismissal	This is where Integral Energy decides that the employee should no longer be employed for a reason for which the employee is responsible.
*Redundancy	This is where Integral Energy decides that the position held by the employee no longer exists.
Abandonment	This is where an employee has been absent from his or her place of employment without notification or permission for a period of 5 working days or more.
*Retirement Ill Health	This is where a doctor certifies that an employee will never work again in accordance with the requirements of the superannuation fund.
*Death	Where an employee dies while employed by Integral Energy.

*Refer to Appendix C, Clause 2 for application of Experience/Maturing Allowance.

4.12.7 An employee who has been absent for a continuous period of 5 working days or more without the consent of Integral Energy or without notification will be treated as having abandoned their employment.

4.12.8 The employee will be given a period of 14 days of last attending to give a satisfactory explanation. The termination pay shall be up to the date of the employee's last attendance.

4.13 Safety Clothing and/or Equipment

4.13.1 Employees must ensure they wear and/or use appropriate safety clothing and/or equipment for the purpose for which it was provided.

4.13.2 An employee who fails to comply with the above requirement may not be paid for the time taken to comply including travelling home to get the appropriate safety clothing or equipment.

4.14 Probationary Periods

- 4.14.1 The purpose of probationary periods is to enable both the employee and Integral Energy to determine the suitability of the employment relationship.
- 4.14.2 The probationary period served by employees shall be 3 months from the commencement of employment with Integral Energy. Upon satisfactory completion of the probationary period, the employee shall have his or her appointment confirmed.
- 4.14.3 If an employee does not satisfactorily complete the probationary period their employment may be terminated or the probationary period may be extended for a further 3 months. Where a probationary period is being extended, and the employee is a union member, Integral Energy will notify the relevant union organiser of the organisation's intention to extend the probationary period.
- 4.14.4 Probationary periods shall be included as service in the position.

4.15 Protection of Rate of Pay

Employees may from time to time, as part of their employment with Integral Energy, be required to work, consistent with their skills and competencies, for which a lower rate of pay is prescribed. Employees will continue to be paid their ordinary rate of pay.

4.16 Working Reasonable Overtime

- 4.16.1 Employees shall work reasonable overtime to meet the needs of Integral Energy.
- 4.16.2 Where possible employees shall be given reasonable notice of the overtime.

4.17 Deductions from Wages

- 4.17.1 Employees may request, in writing, for deductions to be made from their wages or salary for the purpose of contributions or payment approved by Integral Energy.
- 4.17.2 Employees may request in writing for deductions to be made from their wages or salary for the purpose of contributions to unions, which are parties to the Award.
- 4.17.3 Integral Energy may deduct from an employee's wages or salary payment for any time he or she was absent from work without permission.

4.18 Calculation of Service

Service with Integral Energy shall, in the main, be from the date of commencement to the date of termination inclusive according to the following:

Category	Detail
Included as Service	<ul style="list-style-type: none"> • Annual leave • Long service leave • Special leave with pay • Sick leave • Family / Carers leave • Special leave without pay specifically approved as being included as service • Time off with the Defence Force Reserve during employment • Period of absence under New South Wales workers compensation legislation.

NOT included as Service	<ul style="list-style-type: none"> • All periods absent from work not specifically approved as service • Parental leave (including maternity, paternity and adoption leave) (the period of absence does not break the continuity of employment)
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5. Enterprise Flexibility

5.1 Object of the Clause

5.1.1 The clause is intended to facilitate agreements between management at all levels, and their respective staff, with the assistance of their union/s;

5.1.2 Enterprise agreements and workplace arrangements can be entered into to establish greater flexibility.

5.2 Employees not disadvantaged

5.2.1 The Award provisions shall form the base from which the "Workplace Arrangements", under this clause, operate.

5.2.2 There shall be no reduction in an employee's ordinary rate of pay for the ordinary hours worked.

5.2.3 So as not to create hardship, where possible, the needs of individual employees shall be taken into account in formulating "Workplace Arrangements".

5.3 Workplace Arrangements will continue

Workplace Arrangements which were entered into under the Integral Energy Conditions of Employment Agreement 1997 and subsequent Awards, will continue in force until replaced by a new Workplace Arrangement made under this Award, as per clause 1.6.3.

5.4 Basis of Reaching Agreement

5.4.1 Discussions regarding proposals should encompass all relevant details, including:

- (a) nature of work to be performed;
- (b) how the work is to be performed;
- (c) who is to perform the work;
- (d) when the work is to be done;
- (e) the basis on which payment, or otherwise, is to be made; and
- (f) the time frame the Workplace Arrangement is to run.

5.4.2 Negotiations should be between the relevant manager with Human Resources assistance and the employees (or agreed representative of the employees) concerned plus an accredited union representative.

5.4.3 The final proposal will be put to a meeting of the employees directly concerned with the arrangement. A majority of these employees voting in favour of the proposal shall finalise the Workplace Arrangement.

5.4.4 The proposal will be documented into "agreement" form giving details of the following:

- (a) the nature of the work to be covered by the arrangement;
- (b) the classification/s to be performing the work;

- (c) the time frame over which the arrangement is to run;
- (d) the part of Integral Energy from which the employees come;
- (e) the basis on which the work is to be performed;
- (f) the basis on which payment, or otherwise, is to be made to the employees;
- (g) the parties to the arrangement (General Manager Human Resources, Manager, Employee/s and Union/s);
- (h) the Award clause/s or provision/s the arrangement overrides; and
- (i) the details of the meeting which approved the arrangement.

5.4.5 The employees directly affected will be given a copy of the arrangement.

5.4.6 The arrangement will then be formalised by signature and exchange of letters between Integral Energy and the relevant union/s.

5.5 Force of the Arrangements

The arrangements under this clause shall prevail over the Award and/or the enterprise agreement to the extent of the difference.

5.6 Disputes

Disputes arising from the arrangements shall be dealt with under the Disputes clause of this Award.

6. Hours of Work

6.1 Ordinary Hours

The arrangements relating to the ordinary hours of work of day workers shall be as follows:

Category	Arrangement
Ordinary Hours of Work: 'Field' staff 'Office' staff	36 hours per week 35 hours per week
Ordinary Days of Work	Monday to Friday inclusive
Span of Hours	6:00 am to 6:00 pm
Lunch Break	Not less than 30 minutes An employee directed to continue work beyond 5 hours after their starting time without a lunch break will be paid at the rate of time and one half until they have a lunch break.

6.2 Starting and finishing times

Starting and finishing times, within the span of hours, may be changed by agreement between Integral Energy and the employees affected (with support from the relevant union/s) to meet customer needs.

6.3 Rostering of Ordinary Working Hours

The basic rostering arrangement of ordinary hours of work shall be the nine-day fortnight.

7. Penalty Rates

7.1 Overtime

7.1.1 The following overtime penalties shall apply:

Overtime Situation	Penalty Applicable
Monday to Friday	First 2 hours at time and one half Additional hours at double time
Saturday (morning) Saturday (afternoon)	First 2 hours at time and one half Additional hours at double time All hours at double time
Hours in excess of ordinary weekly hours	First 2 hours at time and one half Additional hours at double time
Sunday	All hours at double time
Public Holiday (inside what would have been ordinary hours) Public Holiday (outside what would have been ordinary hours)	All hours at double time plus payment for the public holiday (or time in lieu for the day) All hours at double time and one half
Pre-arranged Overtime on Saturday, Sunday or Public Holiday	Minimum of 4 hours at the appropriate penalty according to when it is worked
Call Out	Minimum of 4 hours at the appropriate penalty according to when it is worked.
Core Sleeping Time	For any time worked (including call outs) between 12.00 midnight and 4:00 am on a normal working day, one of the following options, by agreement, may apply: <ul style="list-style-type: none"> • delayed start time; or • early finish time; or • overtime if neither of the above.
Continuous overtime - both before and after the normal days work	Overtime hours worked are added together to determine when double time is payable
Travelling Time	Time and one half - based on 2 minutes per kilometre, capped at 40 kilometres each way.
Compulsory Break Break not taken	Applies where the overtime worked is greater than 4 hours. An employee is entitled to a continuous break of 10 hours at some time between the end of one ordinary days work and the start of the next (that is, either before the overtime/call out or after it). The employee shall not return to work until the ten-hour break has been taken unless directed to do so by their manager. If employee is not permitted to have compulsory break he or she shall be paid at double time until released from work.
Assumed Finishing Time	An employee shall have an assumed finishing time on the preceding day off to an ordinary shift that is the same as the finishing time of that ordinary shift. If the employee is required to work for a minimum of four hours between the assumed finishing time and the start of the ordinary shift they must have had a continuous ten-hour break either before or after the overtime. If the employee has not had a continuous ten hour break in that period they must have a delayed start to allow them to do so without loss of pay.

7.1.2 Meal breaks and allowances on overtime shall be as follows:

Situation	Benefit Applicable
Meal Break: Length of Break Frequency of Breaks	20 minutes for each break without loss of pay. For overtime which is continuous with an ordinary days work:

	<ul style="list-style-type: none"> • after 1.5 hours of overtime worked; • after a total of 4 hours of overtime worked; and • after a total of 8 hours of overtime worked. (a maximum of 3 meal breaks) For overtime which is not continuous with an ordinary days work: <ul style="list-style-type: none"> • after 4 hours of overtime worked; • after a total of 8 hours of overtime worked; and • after a total of 12 hours of overtime worked. (a maximum of 3 meal breaks)
Meal Allowance	One meal allowance, for each meal break permitted as above (a maximum of 3 meal allowances also applies) As an alternative Integral Energy will provide a meal to an equivalent value. Refer Appendix B for the value of the meal allowance.
Maximum hours worked in a day	Where possible employees and their managers will, in recognition of their Occupational Health and Safety obligations, limit the total hours of work to 16 hours in any 24 hour period.

7.1.3 Time off in lieu of overtime worked will be as follows:

Aspect	Provision
Basis of the arrangement	Time off in lieu by agreement with the employee’s manager.
Basis of calculating the time in lieu	According to the penalty rates applicable to the overtime worked.
Taking of time in lieu	The employee is to take the time off within eight weeks of the overtime being worked or the overtime will be paid.

7.1.4 The parties agree to support and facilitate the clarification of leave in lieu and time in lieu and to ensure that employees take their leave in lieu entitlements in accordance with our agreement/workplace arrangements.

7.2 Shift Work

7.2.1 The following definitions apply:

Term	Definition
Shift work	Work carried out according to a roster that provides for 2 or more shifts per day and also requires them to rotate or alternate the shifts worked.
Night shift	Any shift finishing before but not later than 8.00am.
Afternoon shift	Any shift finishing after 6.00pm but not later than midnight.
Permanent afternoon or night shift	Working the same shift each afternoon or night without rotating with any other span of hours.
Meal Break	a 20 minute break taken as part of the shift at a time to meet work needs.

7.2.2 Shift workers who work regular shift work shall be paid a shift allowance of 15% for each shift worked (refer Appendix B) in addition to his or her ordinary rate of pay and weekend penalties. (A "week" shall mean 5 shifts).

7.2.3 Variations to the above have been made via formal Workplace Arrangement negotiations (Network Shiftwork Workplace Arrangement 2005 and CIC Shiftwork Workplace Arrangement 2007).

7.2.4 Shift workers (including permanent afternoon or night shift workers) who work ordinary rostered shifts on a Saturday, Sunday or Public Holiday shall be paid as follows:

Working Day	Penalty Rate
Saturday	Time and one half
Sunday and Public Holiday	Double time

7.2.5 A shift worker who is rostered to work on a public holiday shall have a day added to his or her time in lieu leave balance.

7.2.6 A shift is said to be on a Saturday, Sunday or public holiday if the majority of the shift worked is on that day.

7.2.7 Situations attracting overtime will be paid as follows:

Situation	Penalty Applicable
Rostered Day Off	All hours at double time.
Recreation Day	The first 2 hours at time and one half and the remaining hours at double time.
Other Overtime	Refer clause 0 Overtime, above.

7.2.8 Situations not attracting overtime are as follows:

Situation	Description
'Mutual Arrangement' Shifts	Any extra hours worked as a result of mutual agreement between employees shall not attract overtime rates.
Customary Rotation of Shifts	The rotation of shifts inside a roster or the change over from one roster to another.

7.3 Change of Roster

7.3.1 Shift workers should normally be given at least five days notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.

7.3.2 Where an employee is given less than five days notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If this is not practical for the employee to be allowed time off within four weeks, the employee shall be paid for the extra shifts at double time.

7.3.3 These provisions do not apply to employees who are classified as relief shift workers.

7.3.4 This clause applies except where a local workplace arrangement or enterprise agreement is in place.

7.4 On Call and Stand By

7.4.1 With After Hours Emergency and/or Breakdown Service, the work performed by employees shall include:

- (a) restoring continuity of supply to Integral Energy's system and customers;
- (b) returning to a safe and proper operating condition any plant and/or equipment which has failed or is likely to fail;
- (c) performing maintenance work which is of such an urgent nature that if not carried out an interruption of supply may occur; and
- (d) all aspects of consumer's installation, plant, equipment or appliances which if not attended to or temporarily overcome, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

7.4.2 An employee rostered on the on call and stand by roster is required to be available for emergency and/or breakdown work at all times, outside his or her usual hours of work.

7.4.3 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.

7.4.4 An employee may be required to attend any other calls which arise prior to returning home.

7.4.5 An employee shall not engage in an activity or make a commitment that will adversely affect their obligations when rostered on.

7.4.6 On call and stand by employees will be paid as follows:

Situation	Entitlement
On Call / Stand By Allowance (Refer Appendix B)	An employee shall be paid the On Call / Stand By Allowance for each day the employee is rostered on.
Time worked on a call	All time at double time. (a "call" shall be from the time the call is received to the time the employee has returned home)
Minimum payment	2 hours at double time.
Attending to the call	Employee to proceed directly to and from the call without unnecessary delay or deviation.
Work on Public Holidays	1 day shall be added to time in lieu for each public holiday worked.
Stand Down	An employee is entitled to a break of 10 hours at some time between the end of one ordinary day's work and the start of the next (that is, either before the call out or after it). The employee shall not return to work until the ten hour break has been taken unless directed to do so by their manager.
Break not taken	If an employee is not permitted to have a compulsory break he or she shall be paid at double time until released from work.
Core Sleeping Time	For any time worked on calls between 12.00 midnight and 4:00 am on a normal working day, one of the following options, by agreement, may apply: <ul style="list-style-type: none"> • delayed start time; or • early finish time; or • overtime if neither of the above.

8. Electrical Safety Rules Allowance

8.1 Payment of Allowance

The Electrical Safety Rules Allowance is paid to employees appointed to electrical positions who have passed a test of their knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. Employees will be required to undergo periodic refresher training. Apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. Paid for all purposes. (Appendix B - Allowances)

8.2 Trade Classifications

Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians.

8.3 Pro-rata Safety Rules Allowance

Pro-rata Safety Rules Allowance paid to Electricity Workers who have passed the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Workers Allowance.

9. Transfer of Headquarters

9.1 Normal journey

An employee is required to make their own way to and from their normal headquarters each day.

9.2 Permanent or temporary transfer

Transfer situation	Provision
Transfer where employee uses their own vehicle	The excess travel resulting from an employee being transferred will be paid at the rate of \$1.42 per kilometre for a maximum period of 6 months; OR a negotiated alternative arrangement.
Transfer where employee uses an Integral Energy vehicle	The excess travel resulting from the employee being transferred will be paid at the rate of \$1.42 per kilometre (less the Integral Energy rate for private vehicle) for each kilometre for a maximum period of 6 months; OR a negotiated alternative arrangement.

The time component of the transfer of headquarters allowance will be linked to Award increases, and the vehicle component will be linked to the Australian Tax Office guidelines for casual car allowance for a vehicle over 2600cc.

10. Annual Leave

10.1 Basis of Accruing Annual Leave

The accrual of annual leave and long service leave shall be on the following basis:

Category of Employee	Basis of Accrual
35 hour week Employees	35 hour week ÷ 5 days = 7 hours per day
36 hour week Employees	36 hour week ÷ 5 days = 7.2 hours per day

10.2 Basis of Taking Annual Leave

Leave taken by employees shall be deducted from the employee's leave balance and calculated on the basis of his or her rostering of work.

10.3 Quantum and Loading

The following quantum annual leave shall be granted to an employee after each year of service:

Category of Employee	Leave	Loading
Normal day workers and 5 day shift workers	4 weeks (140 hours or 144 hours)	Included in employee's Ordinary rate of pay
6 day shift workers	4.5 weeks (157.5 hours or 162 hours)	Included in employee's Ordinary rate of pay
7 day shift workers	5 weeks (175 hours or 180 hours)	Included in employee's Ordinary rate of pay

10.4 Taking Annual Leave

Situation	Requirement
Taking Annual Leave	In one or two separate periods by mutual agreement within 12 months of the leave falling due.

	The number of periods may be varied by mutual agreement with the employee's manager. Annual leave of less than 1 week may be taken with approval of the employee's manager.
Notification of taking Annual Leave	Employee: 2 weeks notice (this may be waived in special circumstances by agreement) Integral Energy: 4 weeks notice
Leave in Advance	Where the employee is allowed to take leave in advance, the payment shall be regarded as an over-payment (and may be recovered from the employee's termination pay) until further accrual of leave covers the amount taken in advance.

10.5 Accrual of Annual Leave

10.5.1 Except as provided for below, an annual holiday is expected to be taken by an employee and will be given by Integral Energy before the expiration of the period 1 year after the date on which the right to take the annual leave accrued.

10.5.2 The above clause will not apply where an employee is accumulating annual leave up to 40 days (50 days for shift workers) for a special purpose. Examples of a special purpose include but are not limited to an overseas holiday or a family reunion.

10.5.3 Employees who have more than two year's annual leave accrued will be notified by Integral Energy of the expectation to clear such excess accrual.

10.6 Payment on Termination

Situation	Entitlement
Less than 12 months Service	Proportion of the leave that would have fallen due upon completion of 12 month's service. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).
More than 12 months Service	Any untaken leave plus a proportion of the forthcoming leave accrual. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).

11. Public Holidays

11.1 Entitlement to Public Holidays

Employees of Integral Energy shall be entitled to the following public holidays without loss of pay:

New Years Day	Easter Monday	Labour Day
Australia Day	Integral Energy Employees Day	Christmas Day
Good Friday	Anzac Day	Boxing Day
Easter Saturday	Queens Birthday	

11.2 Alternate Religious Beliefs

In order to recognise genuinely held non-Christian religious beliefs an employee may, where it meets customer needs and with the agreement of his or her manager, substitute public holidays listed above for those relevant to that religion.

11.3 Non Payment of Public Holidays

Employees shall not be entitled to payment for a public holiday or holidays if:

- (a) they are absent on the normal working day before and the day after the public holiday or holidays;
- unless
- (b) they give the Chief Executive Officer or his or her nominee satisfactory evidence that the absence was due to a good and satisfactory cause.

12. Long Service Leave

12.1 Quantum

Basis of Accrual	Quantum
After 10 years	13 weeks (455 hours or 468 hours)
After 15 years	an extra 8.5 weeks (297.5 hours or 306 hours)
After 20 years	An extra 13.5 weeks (472.5 hours or 486 hours)
After each additional 5 years	An extra 13 weeks (455 hours or 468 hours)

12.2 Taking Long Service Leave

Situation	Requirement
Taking Long Service Leave	Integral Energy expects that Long Service leave be taken as soon as possible after the entitlement arises. Long Service leave may be taken in periods of not less than 4 weeks, by mutual agreement. Long Service leave may be taken at half pay in which case the employee is entitled to twice the duration of Long Service leave.
Notification of Taking Long Service Leave	Employee: 1 month's notice Integral Energy: 1 month's notice The amount of notice may be reduced by agreement between the employee and his or her manager.

12.3 Payment on Termination

Situation	Entitlement
Less than 5 years	Nil
5 Years or more service BUT Less than 10 Years Service	Accrued long service leave on a pro-rata basis but only if the reason for termination is: <ul style="list-style-type: none"> • Redundancy; or • Resignation due to domestic or other pressing necessity.
10 Years or more Service	Any untaken leave plus a proportion of the forthcoming leave accrual. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).

12.4 Recognition of Service for Long Service Leave

Employees transferring to Integral Energy from a public service organisation or State Owned Corporation who have an entitlement to long service leave, will have the option to either have the long service leave paid out prior to commencing with Integral Energy, or transfer the accrued entitlement. Transfer of Long Service Leave will only be approved where the employee has an accrued entitlement and a cheque is forwarded from the employee's previous employer to Integral Energy.

13. Bereavement Leave

- 13.1.1 An employee other than a casual employee shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in clause 13.1.3 below.
- 13.1.2 The employee must notify Integral Energy as soon as practicable of the intention to take bereavement leave and will, if required by Integral Energy, provide to the satisfaction of Integral Energy proof of death.
- 13.1.3 Bereavement leave shall be available to an employee in respect to the death of a person prescribed for the purposes of Family/Carer's Leave in clause 16.1.3 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 13.1.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 13.1.5 Bereavement leave may be taken in conjunction with other leave available under this Award. In determining such a request, Integral Energy will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 13.1.6 Bereavement leave entitlements for casual employees are as follows:
- (a) Subject to evidentiary and notice requirements in 13.1.2, casual employees are entitled to be not available to work, or to leave work upon the death in Australia of a person prescribed in 13.1.3 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 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

14. Parental Leave

14.1 Entitlement

- 14.1.1 An employee will be entitled to Parental Leave in accordance with the provisions set out below and the provisions of the Industrial Relations Act 1996 (NSW).
- 14.1.2 To be eligible for any of the Parental Leave provisions available under this clause, the employee must have 12 month continuous employment or 12 months regular employment in the case of a casual.

14.2 Maternity Leave

- 14.2.1 A female employee is entitled to an unbroken period of 52 (maximum) weeks of leave, of which 14 weeks (or 28 weeks at half pay) will be paid leave.
- 14.2.2 Of the fourteen weeks up to three weeks can be taken prior to confinement and a minimum of six weeks is compulsory leave to be taken immediately following confinement.

14.3 Paternity Leave

14.3.1 A male employee is entitled to an unbroken period of one week paid leave at the time of the birth of their child or other termination of pregnancy.

14.3.2 A further unbroken period of 51 weeks unpaid leave is available for them to be the primary care giver.

14.4 Adoption Leave

Any employee may take unpaid leave in connection with the adoption of a child under the age of 5 years up to a maximum of 52 weeks.

14.5 Limitations

14.5.1 An employee is not entitled to Parental Leave at the same time as his or her spouse is on Parental Leave. If the leave is taken at the same time, the leave entitlement is reduced by the period of leave taken by his/her spouse.

14.5.2 This does not apply to short (one week) Paternity Leave and short (three weeks) Adoption Leave.

14.6 Employer /Employee Obligations in regard to Parental Leave

14.6.1 Integral Energy must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

14.6.2 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 of 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.

14.6.3 To assist the employee in reconciling work and parental responsibilities:

- (a) Integral Energy shall consider the request having regard to the employee's circumstances; and
- (b) 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 Integral Energy's business. Such grounds might include: cost, lack of adequate replacement staff, loss of efficiency, and the impact on customer service.

14.6.4 The employee's request and the employer's decision made under this Award must be recorded in writing.

14.6.5 Where an employee wishes to make a request under this Award, 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.

14.6.6 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 of responsibility level of the position the employee held before commencing on 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.

14.6.7 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.

14.6.8 The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph 14.6.6(a)

15. Absence Benefits Scheme

15.1 Purpose for sick leave

To provide income protection in circumstances where the employee is not able to perform his or her work because of illness or personal injury; or needs to obtain appropriate medical advice and/or treatment for a personal illness or injury.

15.2 Sick leave granted

Paid sick leave will be provided to an employee if he or she is genuinely sick and unable to perform his or her duties.

15.3 Sick leave not granted

Sick leave shall not be granted in the following circumstances:

- (a) where a payment is made for Accident Pay under this Award;
- (b) where the employee receives payment from an organisation other than Integral Energy, in the form of income protection, as a result of participation in an outside activity; or
- (c) where in the view of the Chief Executive Officer or his or her nominee the illness or injury resulted from a wilful act, misconduct or the negligence of the employee.

15.4 Sick Leave and Public Holidays

A public holiday that occurs during a period of sick leave taken by an employee shall not be counted as sick leave. However a Medical Certificate or Statutory Declaration will be required if an employee is absent due to illness either side of a public holiday.

15.5 Infectious Diseases

An employee who comes in contact with a person suffering from a contagious disease (where restrictions are imposed on that employee by law), as confirmed by a Doctor, and therefore cannot come to work may take sick leave.

15.6 Sick Leave Forms

Employees claiming sick leave must fill in the required sick leave form on the day they return to work, or their supervisor can complete the form when the staff member calls in sick.

15.7 Re-crediting of Annual Leave and Long Service Leave

In order for Long Service Leave or Annual Leave to be re-credited due to illness the following conditions must be met:

- (a) the employee must be ill for a minimum of 5 consecutive working days or shifts and provide a Doctor's Certificate covering the entire period;
- (b) the employee must be able to demonstrate that as a consequence of the illness or injury their leave was disrupted; and
- (c) all requests for leave to be re-credited must be made in writing and sent to the respective Branch Manager.

15.8 Medical Certificates and Statutory Declarations

A Medical Certificate or Statutory Declaration will be required if an employee is absent for more than two consecutive working days, or when a repeatable or excessive pattern of sick days develops.

15.9 Notification

Staff must notify their supervisor as soon as practicable, on the first day of absence, when they know they will not be able to attend work.

16. Family / Carers Leave

16.1 Use of sick leave

16.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 16.1.3 who needs the employee's care and support shall be entitled to use, in accordance with the sub-clause, up to 10 days 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. Applications for carers leave in excess of 10 days need to be approved by the General Manager Human Resources on a case by case basis.

16.1.2 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 sub-clause where another person has taken leave to care for the same person.

16.1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:

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

16.1.4 An employee must, wherever practicable, give Integral Energy 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 must notify Integral Energy by telephone of such absence at the first opportunity on the day of absence.

16.2 Unpaid leave for Family Purpose

An employee may elect, with the consent of Integral Energy, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in clause 16.1.3 above who is ill.

16.3 Single day absences on annual leave for family/carers leave

An employee may elect with the consent of Integral Energy, 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.

16.4 Family/carers entitlement for casual employees

16.4.1 Subject to the evidentiary requirements set out in 16.1.2 and the notice requirement set out in 16.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 16.1.3(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.

16.4.2 Integral Energy 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.

16.4.3 Integral Energy must not fail to re-engage a casual employee because the employee accessed the entitlements provide for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16.5 Family/Carers leave - use of annual leave

An employee with family/carers leave responsibilities may elect, with Integral Energy's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due. Such applications should be made to the General Manager Human Resources.

17. Jury Service

SITUATION	PROVISION
Time spent on Jury Duty	Special leave with pay for the days and/or part days service on jury service.
Adjustment of employee's pay	The employee's pay will be adjusted by the amount the employee received from the court for his or her attendance

18. Safety at Work

18.1 Parties Obligations

18.1.1 The parties recognise that both Integral Energy and its employees have legislative obligations to ensure the workplace is safe.

18.1.2 Integral Energy's primary concern is the health and safety of its employees, contractors, visitors and customers. The parties to this Award agree to share an ongoing commitment to promote the health, safety and welfare of all employees, contractors, customers and visitors and nothing in this Award shall be designed or applied in ways that reduce or diminish this objective.

18.1.3 Integral Energy's duty extends to the following:

- (a) Produce, via clause 2 (Consultation) of this Award, an occupational health and safety policy and a fatigue management policy;
- (b) Provide or maintain a working environment and systems of work that are safe and without risks to health;
- (c) Ensure that employees undertake their work in such a way that they do not present a danger to themselves, other employees or other persons on site;
- (d) Provide information, instruction, training and supervision that may be necessary to ensure the health and safety of its employees at work; and

18.1.4 The employees' duty extends (without limitation) to the following:

- (a) Take reasonable care for the health and safety of all employees, contractors, customers and visitors who are at the workplace;
- (b) Cooperate with Integral Energy in the implementation of any requirement imposed in the interests of health and safety;
- (c) Comply with safety instructions given by management; and
- (d) Recognise their obligation under Appendix B to implement Drug and Alcohol Testing.

19. Work Related Accident

An employee who suffers a work related injury within the meaning of the New South Wales workers' compensation legislation will be entitled to benefits provided by Integral Energy (a self-insurer) in accordance with the relevant legislation.

19.1 Evaluation of a Claim

19.1.1 To overcome employees facing financial hardship during the process of evaluating a claim, employees may elect to take sick leave.

19.1.2 Upon acceptance of the claim any sick leave taken by the employee will be re-classified as workers compensation leave.

19.2 A Denied Claim

Where a denied claim is settled or an agreement is made by the Workers Compensation Commission against Integral Energy the payment made by Integral Energy for sick leave shall be reimbursed by the employee from the settlement or Agreement.

19.3 Accident Pay

An employee who has received an injury shall, subject to this clause, be entitled to accident pay while their employment by Integral Energy and their entitlement to weekly payment for compensation pursuant to the Act for incapacity flowing from such injury continues, for a combined total period up to 52 weeks.

20. Secure Employment

20.1 Objective of this Clause

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

20.2 Casual Conversion

- (a) A casual employee engaged by Integral Energy on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Integral Energy shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 20.2(a), upon receiving notice under paragraph 20.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Integral Energy 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 Integral Energy 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 through the disputes procedure at Clause 22.
- (d) Any casual employee who does not, within four weeks of receiving written notice from Integral Energy, 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 Integral Energy.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 20.2(c), Integral Energy and the employee shall, in accordance with this paragraph, and subject to paragraph 20.2(c), discuss and agree upon:

- (i) whether the employee will convert to full-time or part-time employee; 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 shall be consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (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 through the disputes procedure at clause 22.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

20.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) 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.
 - (ii) 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) Where Integral Energy engages a labour hire business and/or a contract business to perform work wholly or partially on Integral Energy's premises, Integral Energy shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) 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;
 - (iii) 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
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause 20.3 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.

20.4 Disputes regarding the Application of this Clause

20.4.1 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Disputes procedure at Clause 22.

20.4.2 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.

21. Temporary Reclassification

Temporary reclassification of employees will be on the following basis:

Situation	Requirement or Entitlement
Access to temporary reclassification	The manager must require the position to be filled and the employee carries out the full duties of the position.
Period of reclassification and payment:	
Minimum rate to be paid	The minimum rate applicable to the higher position
Minimum period	1 day or shift
Maximum period	3 months
	unless: <ul style="list-style-type: none"> • The position is advertised to be filled permanently; or • the normal incumbent is on long service leave or is working on a project.
Payment on holidays	Public Holidays Higher rate is payable Sick, Annual Leave Only payable where employee is acting for 3 months or more
Gaining competencies in higher position	Payment at a higher level than the base acting position will depend on the relevant competencies acquired by the employees and used in the higher grade position.

22. Disputes

22.1 Objectives

The objective of the dispute resolution procedure is to ensure:

- (a) disputes are resolved at their source and at the lowest possible level;
- (b) employees address the issue with their supervisor first;
- (c) the dispute remains in the part of the organisation concerned without interference from employees not involved; and
- (d) that normal work continues during the resolution process (ie status quo is maintained, that is the condition that existed immediately prior to the issue that gave rise to the dispute).

22.2 Three Tiered System

Tier	Local Matter	Corporate Wide Matter
Tier 1 Local Level	Resolution of the issue or dispute is sought at its source with involvement of the following: <ul style="list-style-type: none"> • employee/s concerned with union delegate (if requested) • supervisor and manager (if required). 	
Tier 2 Corporate level	If unresolved at local level, resolution is sought at a corporate level with involvement of the following: <ul style="list-style-type: none"> • Union Organiser, relevant local Delegate and Employee/s (if necessary) • Executive Manager/s affected, local Manager and Human Resources Manager. 	Claims or issues may be raised by either: <ul style="list-style-type: none"> • Employee/s, • Union/s, or • Integral Energy Resolution of the issues raised should involve: <ul style="list-style-type: none"> • Relevant member/s of Executive Management and any other necessary resources, and • Union's Organisers and relevant Delegates to ensure input reflects the organisation or the issues raised.
Tier 3 Tribunal level	If the issues remain unresolved the matter may be referred to the New South Wales Industrial Relations Commission with the rights of the parties being reserved. The process before the Industrial Relations Commission should be free from industrial action.	If the issues remain unresolved the matter may be referred to the New South Wales Industrial Relations Commission with the rights of the parties being reserved. The process before the Industrial Relations Commission should be free from industrial action.

A shop steward or delegate accredited by their Union and Integral Energy is entitled (with the approval of their supervisor) reasonable time off to attend to matters affecting employees he or she represents.

22.3 Responsibilities of those Involved in Resolving the Dispute

The responsibilities of the individuals and the organisations they represent should include the following:

- (a) to have an appreciation of each other's point of view;
- (b) to have an appreciation of each other's needs;
- (c) to approach discussions and negotiations in good faith;
- (d) Integral Energy, where possible, should take the needs of employees into account when making decisions;
- (e) meetings called to try and resolve the issues in dispute should be called without unnecessary delay; and

it is the responsibility of both the representatives of the Union/s and Integral Energy to give the employees progress reports.

22.4 Referral Agreement

- (a) To give effect to the dispute resolution procedure outlined in clause 22.2, the parties to this agreement consent to the use of the New South Wales Industrial Relations Commission for mediation and/or arbitration of any disputes, in accordance with section 146A of the Industrial Relations Act 1996.

- (b) The parties agree to be bound by any decision made by the Commission.

23. Salary Sacrifice

Integral Energy employees can at their own discretion salary sacrifice the following:

- (a) Company Product subject to Australian Tax Office guidelines
- (b) Superannuation
- (c) In house child care
- (d) ICARE
- (e) In house Gym Membership
- (f) Laptop Computers and PDA's (as per ATO guidelines)

24. Union Delegates Rights

24.1 Role of Union Delegates

Integral Energy recognises the role of Union Delegates in representing their members and the Union Delegates recognise the right of Integral Energy and its employees to conduct their day to day business without interruption.

24.2 Rights of Union Delegates

Union Delegates at Integral Energy shall have the right to:

- (a) Approach, or be approached by a member for the payment of Union dues or other payments outside of working hours, or to discuss any matter related to this member's employment, during working hours without interfering with the work of the employee.
- (b) After advising and obtaining permission from the employer prior to arrival move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.
- (c) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
- (d) Have protection from victimisation.
- (e) Have access to a telephone, computer and intranet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carry out the Union responsibilities.
- (f) Place notices on Union notice boards after advising the employer of the notice details.
- (g) Attend meetings (eg regional, organisational or delegates) held by the Union in which they hold office following the approval of Integral Energy.
- (h) Have all agreements and arrangements negotiated with Integral Energy set out in writing, and for these agreements and arrangements, including Agreements, to be provided to delegates on request.

25. Relationship to Previous Agreements

This Award replaces and supersedes the Integral Energy Conditions of Employment Agreement 2007.

26. Leave Reserved

Wage Increases

Productivity Improvements

Memorandum of Understanding

Retention Allowance

It is a term of this Award that the parties to this Award undertake that for the period of the duration of the Award that they will not pursue any extra claims, except where consistent with this clause.

APPENDIX A - COMMON PAY POINTS

Class	After 3.5% as at 24 December 2008		After 3.5% as at 24 December 2009	
	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate
	\$	\$	\$	\$
1	438.00	22,850	453.30	23,649
2	502.10	26,195	519.70	27,113
3	506.00	26,398	523.70	27,321
4	592.00	30,885	612.70	31,965
5	624.40	32,575	646.30	33,717
6	633.50	33,050	655.70	34,208
7	716.70	37,390	741.80	38,700
8	720.90	37,609	746.10	38,924
9	726.40	37,896	751.80	39,221
10	788.00	41,110	815.60	42,550
11	809.30	42,221	837.60	43,698
12	822.90	42,931	851.70	44,433
13	827.40	43,165	856.40	44,678
14	842.80	43,969	872.30	45,508
15	853.00	44,501	882.90	46,061
16	869.90	45,383	900.30	46,969
17	875.00	45,649	905.60	47,245
18	896.80	46,786	928.20	48,424
19	899.30	46,916	930.80	48,560
20	924.30	48,221	956.70	49,911
21	926.40	48,330	958.80	50,021
22	930.20	48,529	962.80	50,229
23	951.60	49,645	984.90	51,382
24	963.50	50,266	997.20	52,024
25	968.10	50,506	1,002.00	52,274
26	980.10	51,132	1,014.40	52,921
27	989.40	51,617	1,024.00	53,422
28	994.30	51,873	1,029.10	53,688
29	1,007.70	52,572	1,043.00	54,413
30	1,025.30	53,490	1,061.20	55,363
31	1,034.50	53,970	1,070.70	55,858
32	1,040.50	54,283	1,076.90	56,182
33	1,044.50	54,492	1,081.10	56,401
34	1,047.80	54,664	1,084.50	56,578
35	1,055.10	55,045	1,092.00	56,970

36	1,061.40	55,373	1,098.50	57,309
37	1,071.10	55,879	1,108.60	57,836
38	1,080.30	56,359	1,118.10	58,331
39	1,089.40	56,834	1,127.50	58,822
40	1,098.40	57,304	1,136.80	59,307
41	1,101.20	57,450	1,139.70	59,458
42	1,112.80	58,055	1,151.70	60,084
43	1,115.70	58,206	1,154.70	60,241
44	1,124.10	58,644	1,163.40	60,695
45	1,135.60	59,244	1,175.30	61,315
46	1,143.50	59,656	1,183.50	61,743
47	1,145.70	59,771	1,185.80	61,863
48	1,152.70	60,136	1,193.00	62,239
49	1,157.00	60,361	1,197.50	62,474
50	1,157.60	60,392	1,198.10	62,505
51	1,169.90	61,034	1,210.80	63,167
52	1,171.70	61,128	1,212.70	63,267
53	1,180.50	61,587	1,221.80	63,741
54	1,181.10	61,618	1,222.40	63,773
55	1,199.50	62,578	1,241.50	64,769
56	1,202.00	62,708	1,244.10	64,905
57	1,211.30	63,194	1,253.70	65,406
58	1,230.80	64,211	1,273.90	66,459
59	1,233.20	64,336	1,276.40	66,590
60	1,241.00	64,743	1,284.40	67,007
61	1,242.30	64,811	1,285.80	67,080
62	1,256.30	65,541	1,300.30	67,837
63	1,261.80	65,828	1,306.00	68,134
64	1,273.40	66,433	1,318.00	68,760
65	1,294.20	67,518	1,339.50	69,882
66	1,302.90	67,972	1,348.50	70,351
67	1,305.70	68,118	1,351.40	70,503
68	1,318.20	68,770	1,364.30	71,176
69	1,321.40	68,937	1,367.60	71,348
70	1,350.60	70,461	1,397.90	72,928
71	1,353.50	70,612	1,400.90	73,085
72	1,355.40	70,711	1,402.80	73,184
73	1,377.80	71,880	1,426.00	74,394
74	1,385.50	72,282	1,434.00	74,812
75	1,410.00	73,560	1,459.40	76,137
76	1,412.60	73,695	1,462.00	76,273
77	1,426.10	74,400	1,476.00	77,003
78	1,442.10	75,234	1,492.60	77,869
79	1,446.40	75,459	1,497.00	78,098
80	1,462.70	76,309	1,513.90	78,980
81	1,475.00	76,951	1,526.60	79,643
82	1,493.50	77,916	1,545.80	80,644
83	1,501.70	78,344	1,554.30	81,088
84	1,536.70	80,170	1,590.50	82,976
85	1,564.70	81,630	1,619.50	84,489

APPENDIX B - ALLOWANCES

Allowance	24 December 2008	Basis of Payment
On Call / Stand by Allowance	\$175.10 \$25.02	Per week on the on call roster (payable on a proportionate basis according to the roster cycle); OR Per day on the on call roster (allowance payable during periods of annual and long service leave)
Late Finishing Shift Allowance	\$24.32	For each late finishing shift in Frontline Services; (allowance payable on periods of annual and long service leave)
General First Aid Allowance	\$18.35	Paid each week for authorised employees appropriately qualified. Integral Energy will pay for first aid training conducted during work hours for nominated first aid officers. (allowance payable on periods of annual and long service leave)
Aircraft Allowance	\$18.42	Per day whilst performing line patrols by helicopter.
Electrical Safety Rules Allowance	24 December 2008 \$110.00 (100%) \$88.00 (80%) \$66.00 (60% Safety Rules Electricity Workers Allowance) 24 December 2009 \$120.00 (100%) \$96.00 (80%) \$72.00 (60% Safety Rules Electricity Workers Allowance)	Paid as per clause 8 and in recognition of: <ul style="list-style-type: none"> • Drug and Alcohol testing, • Tightening of responsibilities, and • Sign on to worksite hazard and risk assessment form (WHRA).

Re-Imbursement Type Allowance	Amount	Basis of Payment
Meal Allowance	\$12.93	Per meal (to a maximum of 3 meals)
Subsistence Allowances	\$19.57	Lunch
	\$31.93	Dinner
	\$34.00	Overnight stay
Casual Car Allowance	\$51.0 cents	Under 1600cc
	\$61.0 cents	1600cc to 2600cc
	\$62.0 cents	Over 2600cc
Per kilometre where the employee uses his or her private vehicle		

The meal and subsistence allowances will only change as a result of an application to the Industrial Relations Commission of New South Wales. Casual Car Allowance will be adjusted in accordance with Australian Tax Office guidelines.

APPENDIX C - BENEFITS OF EMPLOYEES EMPLOYED PRIOR TO 27 JULY 1996

1. Long Service Leave

Basis of Accrual	Quantum
After 10 years	13 weeks (455 hours or 468 hours)
After 15 years	an extra 8.5 weeks (297.5 hours or 306 hours)
After 20 years	an extra 13.5 weeks (472.5 hours or 486 hours)
After each 5 years	an extra 13 weeks (455 hours or 468 hours)

These accrual rates above now apply to post 1996 employees.

2. Experience / Maturing Allowance

2.1 Quantum

Eligibility	Multiplier
10 years but less than 20 years service	1 week's pay per completed year of service; OR
20 years or more service	2 week's pay per completed year of service

2.2 Eligibility

Integral Energy must pay Experience/Maturing Allowance to employees in the following circumstances:

Basis of Eligibility	<ul style="list-style-type: none"> • Retirement - this is where the employee is aged 55 years or older. • Retirement Ill Health - this is where the employee is medically unable to perform the work required of their classification. • Death - this is where the employee dies whilst in the employment of Integral Energy. • Redundancy - this is where the employee's position is made redundant or under an approved 'bona fide' redundancy scheme.
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2.3 Service Recognised

Service Recognised	<p>The period of continuous employment with Integral Energy (including Illawarra Electricity and Prospect Electricity)</p> <p>The period of employment with the County Councils which were amalgamated into Prospect County Council and Illawarra County Council on 1 January 1980 is also included.</p> <p>The period of employment shall not go further back than the date of formation of Prospect County Council (1 January 1957) or Illawarra County Council (1 March 1958)</p>
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3. Agreement Special Leave

Eligibility	Quantum
Employees of the former Illawarra Electricity who were entitled to this leave immediately prior to 27 July 1996 only	4 days per year and the employee works a 36 hour week

4. Sick Leave (Pre 15 February 1993)

Entitlement	Eligibility to Payment
The employees preserved untaken sick leave as at 15 February 1993	<ul style="list-style-type: none"> • Resignation • Retirement • Death • Redundancy • On request and approval by the General Manager Human Resources. Note: An employee is not eligible to payment where he or she is dismissed for misconduct

APPENDIX D- AGREEMENTS TO BE CONSOLIDATED UNDER CLAUSE 1.6

Integral Energy Managers/Specialists Workplace Arrangement 2005

Integral Energy CIC Shift Work Workplace Arrangement 2007

Integral Energy Executive Assistant to General Manager Workplace Arrangement 2007

Integral Energy Supervisory Employees Workplace Arrangement 2003

Integral Energy Street Light Maintenance Agreement 2007

Integral Energy Meter Reader Workplace Arrangement 2004

Integral Energy Field Officer Incentive Workplace Arrangement 2005

Integral Energy Network Shift Work Workplace Arrangement 2005

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar

(018)

SERIAL C7110

NURSES' (DEPARTMENT OF AGEING, DISABILITY & HOME CARE) (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Ageing, Disability and Home Care.

(No. IRC 766 of 2009)

Before Commissioner Ritchie

9 June 2009

VARIATION

1. Insert in the Arrangement of the award published 31 October 2008 (366 I.G. 952) the following new clause number and subject matter:

9A. Higher Grade Duty

2. Delete "clause 16, Annual Leave", from the arrangement and insert in lieu thereof the following:

16. Recreation Leave

3. Delete "clause 22, Leave Reserved" from the Arrangement and renumber clause 23, Area, Incidence and Duration to read as clause 22.

4. Delete "Schedule 1 - Nurse Manager and Administrative Support Positions", from the Arrangement and insert in lieu thereof the following:

Schedule 1 - Nurse Manager and Administrative Support Positions
Large Residential Centre

5. Delete clause 1, No Extra Claims and insert in lieu thereof the following:

1. No Extra Claims

It is a term of this award that the Association undertakes, until 1 July 2011, not to lodge or pursue any new or extra claims, award or over award, to salaries, rates of pay or allowances.

6. Delete in clause 2, Definitions under the definition "Large Residence" the third sentence "Riverside Residence; Grosvenor Residence" and insert in lieu thereof:

"Riverside Residence"

7. Delete in the first paragraph in clause 3, General Conditions of Employment, the reference to the "Crown Employees (Public Service Conditions of Employment) Award 2002" and insert in lieu thereof the following:

"Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006"

8. Insert in subclause (xii) of clause 4, Hours of Work and Free Time of Employees, the following new paragraph (b) and renumber existing paragraph (b) to read as (c).

(b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.

9. Insert at the end of paragraph (c) of subclause (xii) of clause 4 the following:

with the exception of subparagraph (b).
10. Delete subclause (iii) in clause 6, Reasonable Workloads, and renumber existing subclauses (iv) (v) and (vi) to read as (iii) (iv) and (v) respectfully.
11. Insert after clause 9 Special Allowances, the following new clause:

9A. Higher Grade Duty

As consistent with Clause 7 Classification of positions an employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

12. Delete clause 11, Uniforms and insert in lieu thereof the following:

11. Uniforms

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
 - (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
 - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
 - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, the

Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (viii) The provisions of Clause 11. Uniforms of the Nurses' (Department of Ageing, Disability & Home Care) (State) Review Award 2006 will continue to apply up until 1 July 2009.

13. Delete from subclause (iii) of clause 12, Overtime the words:

"Provided that, this subclause does not apply to a Nurse Manager Accommodation and Nursing Services".

14. Delete in paragraph (a) of subclause (iv) of clause 12 the words:

"at overtime rates"

and insert in lieu thereof the following:

"at ordinary rates"

15. Insert after subclause (iii) of clause 13, Payment and Particulars Salaries, the following new subclause (iv) Underpayment and Overpayment of salaries.

- (iv) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment:

- (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (ii) If the amount 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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (v) 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) (iii)

above, 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.

16. Retitle clause 16, Annual Leave, to read as:

16. Recreation Leave

and substitute any occurrence of the words "Annual Leave" within the said clause with the words "Recreation Leave".

17. Delete subclause (i) in clause 16, and insert in lieu thereof the following:

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

18. Insert a new paragraph (b) in clause 16, and renumber existing paragraph (b) to read as (c).

- (b) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so worked. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.

19. Delete the second paragraph in subclause (ii) of paragraph (c) in clause 16.

20. Insert in subclause (v) of clause 16, the following new paragraph (b).

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

21. Insert after subclause (v) of clause 16, the following new subclause (vi).

- (vi) The ability to elect to take leave under (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

22. Delete clause 22, Leave Reserved.

23. Renumber clause 23, Area, Incidence and Duration to clause 22.

24. Delete subclauses (ii), and (iii) of clause 22, Area, Incidence and Duration and insert in lieu thereof the following:

- (ii) The changes made to the Award pursuant to section 17 of the *Industrial Relations Act 1996* vary the Nurses' (Department of Ageing, Disability and Home Care) (State) Award 2008 published 31 October 2008 (366 I.G. 952).

- (iii) The Award shall take effect from 1 July 2008 and shall remain in force thereafter for a period of 3 years.

25. For Schedule 1 of Part A, add the words "Large Residential Centres" and centre the title and as follows:

Schedule 1 of Part ANurse Manager and Administrative Support Positions
Large Residential Centre

26. Delete the reference "Grosvenor" in Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4 in Schedule 1 of Part A.
27. Delete the word "Grosvenor" in Nurse Systems Support Coordinator (NSSC) Level 1 in Schedule 1 of Part A.
28. Delete the words "and Kanangra" in Nurse Manager After Hours - Nurse Manager Grade 1, of Schedule 1 of Part A.
29. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	1st Full Pay After 1.7.08 4% per annum \$	1st Full Pay After 1.7.09 4% per annum \$	1st Full Pay After 1.7.10 4% per annum \$
Assistant in Nursing Under 18 years - 1st Year of Experience	27,858	28,972	30,131
Under 18 years - 2nd Year of Experience	29,113	30,278	31,489
Under 18 years - Thereafter	30,261	31,471	32,730
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult Over 18 years - 1st Year of Experience	32,878	34,193	35,561
Over 18 years - 2nd Year of Experience	33,928	35,285	36,696
Over 18 years - 3rd Year of Experience	34,986	36,385	37,840
Over 18 years - 4th Year of Experience	36,070	37,513	39,014
Trainee Enrolled Nurse Under 18 years - 1st Year of Experience	27,900	29,016	30,177
Under 18 years - 2nd Year of Experience	29,128	30,293	31,505
Under 18 years - Thereafter	30,295	31,507	32,767
Trainee Enrolled Nurse Over 18 years - 1st Year of Experience	32,912	34,228	35,597
Over 18 years - 2nd Year of Experience	33,961	35,319	36,732
Over 18 years - 1st Year of Experience	35,025	36,426	37,883
Thereafter	36,121	37,566	39,069

Enrolled Nurse			
1st Year of Service	40,392	42,008	43,688
2nd Year of Service	41,278	42,929	44,646
3rd Year of Service	42,168	43,855	45,609
4th Year of Service	43,062	44,784	46,575
Thereafter	43,960	45,718	47,547
Enrolled Nurse - Medication Endorsement			
1st Year	42,516	44,217	45,986
2nd Year	43,432	45,169	46,976
3rd Year	44,354	46,128	47,973
4th Year	45,275	47,086	48,969
5th Year & Thereafter	46,204	48,052	49,974
Nurses undergoing pre-registration training other than as a student	39,486	41,065	42,708
Registered Nurse			
1st Year of Service	45,796	47,628	49,533
2nd Year of Service	48,294	50,226	52,235
3rd Year of Service	50,785	52,816	54,929
4th Year of Service	53,455	55,593	57,817
5th Year of Service	56,102	58,346	60,680
6th Year of Service	58,759	61,109	63,553
7th Year of Service	61,771	64,242	66,812
8th Year of Service	64,317	66,890	69,566
Clinical Nurse Consultant			
1st Year	80,460	83,678	87,025
2nd Year	82,301	85,593	89,017
Clinical Nurse Specialist	66,940	69,618	72,403
*No further appointments to this classification after 30 June 2004.			
Clinical Nurse Educator	66,940	69,618	72,403
Nurse Learning and Development Officer			
1st Year	74,255	77,225	80,314
2nd Year	76,344	79,398	82,574
3rd Year	78,218	81,347	84,601
4th Year	82,302	85,594	89,018
Residential Unit Nurse Manager			
Level 1	80,680	83,907	87,263
Residential Unit Nurse Manager			
Level 2	84,511	87,891	91,407
Residential Unit Nurse Manager			
Level 3	86,781	90,252	93,862
Nurse Systems Support Officer			
Level 1	72,290	75,182	78,189
Level 2	76,880	79,955	83,153
Level 3			
1st Year	80,460	83,678	87,025
2nd Year	82,098	85,382	88,797

Nurse Systems Support Co-ordinator				
Level 1		76,880	79,955	83,153
Level 2				
1st Year		80,460	83,678	87,025
2nd Year		82,098	85,382	88,797
Level 3				
1st Year		80,460	83,678	87,025
2nd Year		82,098	85,382	88,797
3rd Year		83,727	87,076	90,559
4th Year		85,385	88,800	92,352
Level 4				
1st Year		83,727	87,076	90,559
2nd Year		85,385	88,800	92,352
Nurse Manager Learning and Development Unit				
1st Year		88,661	92,207	95,895
2nd Year		90,313	93,926	97,683
Nurse Manager Resource Support Unit				
1st year		88,661	92,207	95,895
2nd Year		90,313	93,926	97,683
Nurse Manager				
Grade 1	1st Year	80,460	83,678	87,025
	2nd Year	82,098	85,382	88,797
Grade 2	1st Year	83,727	87,076	90,559
	2nd Year	85,385	88,800	92,352
Grade 3	1st Year	88,661	92,207	95,895
	2nd Year	90,313	93,926	97,683
Grade 4	1st Year	93,594	97,338	101,232
	2nd Year	95,235	99,044	103,006
Grade 5	1st Year	98,504	102,444	106,542
	2nd Year	100,168	104,175	108,342
Grade 6	1st Year	103,450	107,588	111,892
	2nd Year	104,977	109,176	113,543
Grade 7	1st Year	111,652	116,118	120,763
	2nd Year	113,304	117,836	122,549
Grade 8	1st Year	119,861	124,655	129,641
	2nd Year	121,501	126,361	131,415
Nurse Manager After Hours				
1st Year		80,460	83,678	87,025
2nd Year		82,098	85,382	88,797
Marsden, Rydalmere, Stockton and Kanangra				

Principal Nurse Manager Accommodation and Nursing Services			
1st Year	111,652	116,118	120,763
2nd Year	113,304	117,836	122,549
Nurse Manager Accommodation and Nursing Services, Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite			
1st Year	93,594	97,338	101,232
2nd Year	95,235	99,044	103,006
Peat Island, Kanangra, Lachlan, Riverside, Stockton, Rydalmere, Marsden			
1st Year	98,504	102,444	106,542
2nd Year	100,168	104,175	108,342

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay After 1.7.08 4% per shift \$	1st Full Pay After 1.7.09 4% per shift \$	1st Full Pay After 1.7.10 4% per shift \$
1	9(i) & (ii)	Registered nurse in charge of unit in absence of RUNM or in charge Residence of not more than 100 resident clients.	25.06	26.07	27.11
2	9 (iv)	Registered nurse designated as the Rover in charge of a residence after hours (Lachlan, Riverside)	25.06	26.07	27.11
3	9 (iii)	Registered nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients.	37.65	39.15	40.72
4	9(v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Peat Island, Kanangra).	37.65	39.15	40.72

5	11(i)	Uniform Allowance	5.02	5.02	5.02
	11 (iii) (a)	Shoe Allowance.	1.55	1.55	1.55
	11 (iii) (b)	Stocking Allowance	2.60	2.60	2.60
	11 (iii) (c)	Sock Allowance	0.51	0.51	0.51
	11 (iv)	Laundry Allowance	4.18	4.18	4.18

30. This variation shall take effect from the first full pay period commencing on or after 1 July 2008.

D.W. RITCHIE, Commissioner

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PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Media, Entertainment and Arts Alliance New South Wales, Industrial Organisation of Employees.

(No. IRC 2195 of 2008)

Before Commissioner Bishop

10 June 2009

AWARD**PART A****1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries, All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award made on 21 July 2008 (366 I.G. 644).
- (c) This award shall take effect on and from 23 November 2008 and the award will remain in force until 30 June 2011.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means - person related to blood, marriage or affinity;
 - 2. 'affinity' means - 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.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee 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.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued 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 Editor of Debates 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 subclause 7.5(c) above.
- (e) 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 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.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 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 a later time, during the spread of ordinary hours, 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 for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti Discrimination

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the Industrial Relations Act 1996 to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

PART B

Monetary Rates

Table 1 - Salaries effective from the first full pay period after:

Classification	23 November 2008 \$	1 July 2009 \$	1 July 2010 \$
Reporter			
1st year of service	71535	74396	77372
2nd year of service	74409	77385	80480
3rd year of service	78323	81456	84714
4th year of service	81564	84826	88219
5th year of service	83910	87266	90757
Senior Reporter	86400	89856	93450
Sub Editor	93076	96799	100671

Senior Sub Editor	98621	102565	106668
Deputy Editor	104694	108882	113237

Table 2 - All Incidence of Employment Allowance - all classifications

23 November 2008 \$	1 July 2009 \$	1 July 2010 \$
14424	15001	15601

E. A. R. BISHOP, Commissioner

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**PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE)
AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 952 of 2009)

Before Commissioner McKenna

9 July 2009

VARIATION

1. Delete from Table 2 - Other Rates and Allowances, of Part B Monetary Rates of the award published 31 October 2008 (366 I.G. 1000), Items 13 and 14, and insert in lieu thereof the following:

Item No	Award Clause	Allowance	FFPP 1/07/2009 \$
13	23(iii)(a)	Uniform (per week)	6.28
13	23(iii)(a)	Shoes (per week)	1.94
13	23(iii)(a)	Uniform (including shoes allowance) (per week)	8.22
13	23(iii)(a)	Cardigan or Jacket (per week)	1.89
13	23(iii)(b)	Stockings (per week)	3.26
13	23(iii)(c)	Socks (per week)	0.65
14	23(iv)	Laundry (per week)	5.23

2. This variation shall take effect from 1 July 2009.

D. S. McKENNA, Commissioner

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STRAPPERS AND STABLE HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 879 of 2009)

Before Commissioner Connor

15 July 2009

VARIATION

1. Delete subclause (b) of clause 4, Rates of Pay of the award published 9 November 2001 (329 I.G. 366) and insert in lieu thereof the following:
 - (b) 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 increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Level	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount (inc. minimum rates adjustment) \$
(1) Stablehand			
(a) with less than one year's previous experience	531.40	21.25	552.65
(b) with one year's previous experience	531.40	21.25	552.65
(c) with two year's previous experience	531.40	21.25	552.65
(d) with five year's previous experience	531.40	21.25	552.65
(2) Stablehand Rider	610.95	24.45	635.40

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	7(i)	Racecourse within 75 kilometres	27.30	28.40
2	7(ii)	For each 50 Kilometres beyond 75 kilometres or part thereof	6.40	6.65
3	10(iii)	Overtime (meal allowance) per meal	9.30	9.75
4	14	Full Board and Lodging with cook supplied	55.30	57.50
5	14	Full Board and Lodging without cook supplied	19.45	20.20
6	22(i)(b)	Meal allowance whilst at racecourse per meal	9.30	9.75
7	24(iv)	Riding boots and skullcaps per week	1.85	1.90

"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 15 July 2009.

P. J. CONNOR, Commissioner

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(1689)

SERIAL C7064

SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1713 of 2008 and 671 of 2009)

Before Commissioner Stanton

6 May 2009

REVIEWED AWARD

1. Delete paragraph (a) of subclause 2.1 of clause 2, Title, Application and Duration, of the award published 20 January 2006, (356 I.G. 421) and insert in lieu thereof the following:
 - (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2008.

2. Delete Schedule 1 - Rates of Pay, and insert in lieu the following:

SCHEDULE 1 - RATES OF PAY

Award Sub-clause 10(a)

Column 1	Column 2	Column 3	Column 4	Column 5
Grade	Pay Point	4% First pay period on or after 1 Sept 08 \$	4% First pay period on or after 1 July 09 \$	4% First pay period on or after 1 July 10 \$
Grade 19	19.4	168,816	175,569	182,592
	19.3	165,505	172,125	179,010
	19.2	162,260	168,750	175,500
	19.1	159,078	165,441	172,059
Grade 18	18.4	155,959	162,197	168,685
	18.3	152,902	159,018	165,379
	18.2	149,904	155,900	162,136
	18.1	146,964	152,843	158,957
Grade 17	17.4	144,082	149,845	155,839
	17.3	141,257	146,907	152,783
	17.2	138,487	144,026	149,787
	17.1	135,772	141,203	146,851
Grade 16	16.4	133,111	138,435	143,972
	16.3	130,499	135,719	141,148
	16.2	127,941	133,059	138,381
	16.1	125,432	130,449	135,667
Grade 15	15.4	122,973	127,892	133,008
	15.3	120,562	125,384	130,399
	15.2	118,198	122,926	127,843
	15.1	115,880	120,515	125,336

Grade 14	14.4	113,608	118,152	122,878
	14.3	111,380	115,835	120,468
	14.2	109,196	113,564	118,107
	14.1	107,054	111,336	115,789
Grade 13	13.4	104,956	109,154	113,520
	13.3	102,898	107,014	111,295
	13.2	100,880	104,915	109,112
	13.1	98,902	102,858	106,972
Grade 12	12.4	96,962	100,840	104,878
	12.3	95,062	98,864	102,819
	12.2	93,199	96,927	100,804
	12.1	91,370	95,025	98,826
Grade 11	11.4	89,578	93,161	96,887
	11.3	87,822	91,335	94,988
	11.2	86,101	89,545	93,127
	11.1	84,412	87,788	91,300
Grade 10	10.4	82,757	86,067	89,510
	10.3	81,134	84,379	87,754
	10.2	79,543	82,725	86,034
	10.1	77,983	81,102	84,346
Grade 9	9.4	76,455	79,513	82,694
	9.3	74,956	77,954	81,072
	9.2	73,485	76,424	79,481
	9.1	72,044	74,926	77,923
Grade 8	8.4	70,632	73,457	76,395
	8.3	69,247	72,017	74,898
	8.2	67,889	70,605	73,429
	8.1	66,558	69,220	71,989
Grade 7	7.4	65,253	67,863	70,578
	7.3	63,975	66,534	69,195
	7.2	62,719	65,228	67,837
	7.1	61,490	63,950	66,508
Grade 6	6.4	60,284	62,695	65,203
	6.3	59,101	61,465	63,924
	6.2	57,944	60,262	62,672
	6.1	56,807	59,079	61,442
Grade 5	5.4	55,693	57,921	60,238
	5.3	54,601	56,785	59,056
	5.2	53,530	55,671	57,898
	5.1	52,482	54,581	56,764
Grade 4	4.4	51,452	53,510	55,650
	4.3	50,444	52,462	54,560
	4.2	49,454	51,432	53,489
	4.1	48,485	50,424	52,441
Grade 3	3.4	47,533	49,434	51,411
	3.3	46,601	48,465	50,404
	3.2	45,688	47,516	49,417
	3.1	44,793	46,585	48,448
Grade 2	2.4	43,914	45,671	47,498
	2.3	43,053	44,775	46,566
	2.2	42,208	43,896	45,652
	2.1	41,381	43,036	44,757
Grade 1	1.10	40,569	42,192	43,880
	1.9	39,774	41,365	43,020
	1.8	38,994	40,554	42,176
	1.7	38,229	39,758	41,348

	1.6	37,481	38,980	40,539
	1.5	36,745	38,215	39,744
	1.4	36,026	37,467	38,966
	1.3	35,318	36,731	38,200
	1.2	34,626	36,011	37,451
	1.1	33,947	35,305	36,717

3. Insert after Schedule 2 - Summary - Allowances, at the end of the award, the following new Appendix 1:

APPENDIX 1

SYDNEY CATCHMENT AUTHORITY MEMORANDUM OF UNDERSTANDING

May 2009

1. Objectives

This Memorandum of Understanding (Memorandum) between the Sydney Catchment Authority, Association of Professional Engineers, Scientists and Managers Australia (APESMA) and the Australian Services Union (ASU) sets out the understanding and agreement of the parties in relation to wages and conditions outcomes for employees covered by the Sydney Catchment Authority Consolidated Award for the period 1 December 2008 to 30 June 2011.

The parties agree that the change of conditions and agency improvement initiatives outlined in this Memorandum underpin the agreement regarding the quantum of wage increases (above 2.5%) for the period covered by this Memorandum.

The Parties agree that this Memorandum will be implemented by:

- The making of a new award, to be known as the Sydney Catchment Authority Consolidated Award 2008
- variation to the Consolidated Award, with necessary amendments to, or addition of clauses, as required to give effect to the intent of this Memorandum, and
- variation to relevant procedures

The parties will make consent applications for a new award as soon as practicable after signing of this Memorandum and the award will remain in force until 30 June 2011. Unless specified otherwise in this MoU the parties agree that the changes to the Award will be finalised by consent application during the life of the Award. The parties agree that award matters in the MoU will be addressed through amendment to the award and that policy matters will be addressed by changes to policy.

This Memorandum of Understanding is designed to provide both parties with certainty of outcomes for the period of the Memorandum.

2. Definitions

For the purpose of this Memorandum of Understanding the following definitions apply:

"the Unions" means the ASU and APESMA;

"the Award" means the Sydney Catchment Authority (SCA) Consolidated Award 2008

"the Commission" means the Industrial Relations Commission of New South Wales;

"the Government" means the NSW Government;

"employee" means an employee covered by the Sydney Catchment Authority Consolidated Award 2008

"the parties" means the ASU & APESMA and the SCA

3. New Award

The parties will make consent application for a new award, incorporating those elements of this agreement to be included in the award, where applicable and specified.

The parties agree to progress work to rewrite the SCA Award during the life of the Award modernise and streamline conditions and remove obsolete clauses to ensure that a final version is endorsed and provided to the Industrial Relations Commission during this period.

4. Wages Agreement

Sydney Catchment Authority Consolidated Award 2008

The term of this award shall be for three years from 1 December 2008 until 30 June 2011 and will provide for:

4% increase in salaries from the first pay on or after 1 July 2008

4% increase in salaries from the first pay on or after 1 July 2009

4% increase in salaries from the first pay on or after 1 July 2010

The increases referred to above and set out in attachment A, insofar as they apply from the first pay period on or after 1 July 2008, shall be paid to those employees who are employed as at the date of making the award.

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

The Parties agree that the above wage increases and back dating to the first pay in July 2008 reflect a 2.5% salary increase and a 1.5% increase in recognition of employee related cost savings and in recognition of no extra claims throughout the life of the Award.

5. Conditions Agreement

5.1 Managing Excess Employees

The parties agree to:

5.1.1 Recognise that the Government's policy is to allow agencies, as a last and unavoidable resort, to make redundant excess employees if they are not placed in a suitable position after a 12 months retention period.

5.1.2 Use one term only, excess. Employees are declared excess by the SCA when they no longer have a substantive position. Excess employees include those:

- who were previously declared displaced, excess; and
- are surplus to the needs of the home agency; and
- whose substantive position is deleted; or
- who become excess due to their work or position being relocated to a significantly different geographic area (and they choose not to relocate); or
- who are:
 - a) on an employee initiated secondment; or
 - b) on more than 12 months leave without pay; or
 - c) at the conclusion of a period of approved study leave

And for a, b & c above the home agency has permanently backfilled their position after giving the employee notice and the employee has chosen not to return.

5.1.3 "Position" having the same meaning as under the Public Sector Employment and Management Act 2002.

5.1.4 The 12 month retention period commences when the employee is declared excess as notified by formal letter provided by the SCA. If an employee is not placed against a suitable position that time counts for the purposes of the retention period.

5.1.5 Redundancy as a last and unavoidable resort cannot occur without:

1. An employee being notified in writing of their status as 'excess'; and
2. An employee being made at least one offer of Voluntary Redundancy (VR); and
3. Consultation with the Public Sector Workforce Office in the Department of Premier and Cabinet; and
4. Registration on the excess employee list maintained by the Public Sector Workforce Office; and
5. Provision of reasonable redeployment opportunities to suitable positions in the home agency and, via registration on the excess employee list, in other participating agencies; and
6. Provision of retraining support; and
7. Appropriate written notification of intention to make redundant at least 3 months prior and the SCA providing a final offer of voluntary redundancy; and
8. The employee being offered the opportunity to raise any reason why they think steps 1-7 have not been met (within 14 days of notification at 7 above).

5.1.6 An excess employee can be made redundant if they refuse a reasonable deployment opportunity including temporary positions or do not participate in the redeployment process in good faith.

5.1.7 The 12 month retention period is suspended:

- for the period of time that the employee occupies a suitable temporary position or a temporary position at a higher grade; or
- in a restructure where all positions are deleted pending the outcome of the selection or appointment processes (where applicable).

5.1.8 A suitable position is:

- a) An appropriate match to the skills, experience and qualifications of the excess employee
- b) Within one grade of the excess employee's substantive salary;
- c) One where an employee could be expected to undertake the position with suitable training; and
- d) Within a reasonable location (as defined in Premier's Memorandum 1998-24 - Relocation of Employees to Available work)

5.1.9 On the outstanding issues of the retrenchment payment and "meaningful work" as it relates to the retention period, the parties have agreed to accept the Commission's recommendation of 17 September 2008 which states:

"On the matters that are not agreed, the Commission recommends that those matters be the subject of negotiations on managing displaced persons involving the wider public sector, with the union parties being represented by Unions NSW. If this recommendation is accepted the Commission will convene a compulsory conference of all of the parties and, with the parties' agreement, preside over the negotiations to ensure an outcome is arrived at in a timely manner."

5.2 SCA Organisation Realignment

The parties agree to participate in accordance with the consultation provisions in the Award in the implementation of an SCA Organisation realignment to review structures, positions and work functions to ensure duplication is removed, streamlined work practices applied. These changes support identified salary increases and productivity savings approved by the Budget Sub Committee of Cabinet under the Government's Wage Policy and as agreed and set out in the exchange of letters between the parties.

Further changes may occur as processes and systems are developed. At the same time there will be opportunities for increases in resources to support trainee/cadetship programs; staff working off-line to foster mentoring / coaching and knowledge transfer of staff into new positions and work areas.

To ensure that the SCA and the Unions can collectively support the current and next stages of the realignment the following principles are agreed.

1. That the next 3 years 4% salary increases, backdated to 1 July 2008, could occur due to 1.5% being made up of productivity savings including a reduction of 15-20% in employee related costs.
2. The organisation will move towards an FTE of 260 by 30 June 2010 through a voluntary redundancy process that prioritises those employees that have indicated an expression of interest in voluntary redundancy (EOI) and the cessation of employment of temporary and agency hire staff when they reach the end of their term and changed work arrangements allow.

It is the intention of SCA to minimise as far as possible the number of employees that are displaced by this process.

Any positions that are proposed to be made surplus, will only be made so after a sufficient business case has been discussed with affected employees and unions. Further any person that is not a temp, agency hire or permanent employee who has put in an EOI will only be made surplus as a matter of last resort.

Where possible an EOI employee will be substituted into the position with consideration of skills, competency, pay rates and only at the wishes of affected employees.

The SCA agrees to maintain an FTE level of 260 during the life of the Memorandum of Understanding.

5.3 Performance Management System

The parties agree to apply adjustments to the Sydney Catchment Authority performance management system that provides for:

- 5.3.1 Applying a one off full payment for staff receiving outstanding performance to replace the current fortnightly allowance payment over 12 months
- 5.3.2 During the life of the Award the parties shall review and if required implement a new performance management system by agreement.

5.4 Modernising the human resource process

The parties agree to:

- 5.4.1 Introduce Higher Duties Allowance payments to support partial payments of allowances to staff acting in higher positions where the staff member is not required to perform the full functions of the position during the acting period. The full implementation of Allowance payments and supporting procedures will be introduced in consultation and agreement with the unions.
- 5.4.2 The SCA will undertake an organisation review of overtime practices, payments and processes based on the introduction of new systems, methods of carrying out overtime worked and changes to technology.

5.5 Maternity Leave

The parties agree to:

5.5.1 Amend the Award to extend to full time employee's entitlement to a second period of paid maternity leave on full pay should that second period commence not more than 2 years after the commencement of the initial period of maternity leave.

5.6 Annual Leave Liability Reduction

5.6.1 The parties recognise the occupational health and safety benefits of employees properly taking their recreation leave. It is recognised that the Award allows for the accumulation of up to 40 days recreation leave, however, there are many employees who have accumulated balances significantly beyond this.

5.6.2 Employees must take their recreation leave or have in place an agreed and approved leave plan to reduce all balances below 40 days. The SCA may direct a staff member with more than 40 days to take their recreation leave should no agreed and approved leave plan be in place.

5.6.3 Staff with over 40 days recreation leave accrual will have the opportunity to conserve a portion of their leave accrual as part of reducing their current entitlement or submit an approved leave plan to reduce leave within a period of 6 months.

6. No Extra Claim

The parties agree that during the term of this Memorandum there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered under the Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those employees will be instituted before the Commission or any other arbitral tribunal.

The agreement in the preceding paragraph does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions, or this Memorandum.

The parties further agree that during the Term of this Memorandum consent variations to the awards can proceed.

7. Other Leave

- Clarify the definition of FACS leave so that it only applies to unplanned and emergency issues (C1 74).
- Simplify the way FACS leave is accrued (C1 74) i.e. 2.5 days in the first year of service, 2.5 days in the second year of service and thereafter 1 day per year.
- Paid military leave is granted per financial year rather than calendar year, consistent with the application of top up pay (C1 769c)).

Terms of this Memorandum of Understanding

This Memorandum of Understanding expires on 30 June 2011

This agreement is made at Sydney on the 6 day of May 2009

SIGNED for an on behalf of the Crown in right of the State of New South Wales acting through the Division known as the Sydney Catchment Authority Division:

Signature of witness

Signature of SCA Representative

Name of witness (BLOCK LETTERS)

Address of witness

SIGNED by ASU representative in the presence of:

Signature of witness

ASU Representative

Name of witness (BLOCK LETTERS)

Address of witness

SIGNED by APESMA representative in the presence of:

Signature of witness

APESMA Representative

Name of witness (BLOCK LETTERS)

Address of witness

- 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 1 December 2008.

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

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 847 of 2009)

Before Mr Deputy President Grayson

19 June 2009

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Coverage
4.	Definitions
5.	Intent of the Enterprise Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Full-time, Part-time and Casual Employees
8.	Hours of Work
9.	Meal Allowance
10.	Meal Breaks
11.	Excess Hours
12.	Public Holidays
13.	Annual Leave
14.	Sick Leave
15.	Personal/Carers Leave
16.	Bereavement Leave
17.	Income Protection Plan
18.	Induction/Training
19.	Consultative Committee
20.	Occupational Health and Safety
21.	Labour Flexibility
22.	Additional Functions
23.	Supplementary Staff
24.	Working in the Rain
25.	Acting Supervisor
26.	Change Rooms
27.	Tools
28.	Trust Uniform and Personal Identification
29.	Job Representative
30.	Wage Rates
31.	Payment of Wages
32.	Terms of Engagement
33.	Redundancy
34.	No Extra Claims
35.	Long Service Leave
36.	Grievance and Dispute Procedures
37.	Declaration
38.	Provision of Training

39. Commencement and Duration
40. Jury Service
41. Superannuation
42. Anti-Discrimination

PART B

Table 1 - Full-time and Part-time Employees

Table 2 - Casual Employees

Table 3 - Apprentices

2. Title

This Enterprise Award shall be known as the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2008.

3. Coverage

- 3.1 This Enterprise Award shall apply to all Ground Staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the Sydney Cricket and Sports Ground Trust (Ground Staff) Certified Agreement 2004 made by the Australian Industrial Relations Commission. This Enterprise Award shall prevail to the extent of any inconsistency.
- 3.2 This Enterprise Award shall apply to:
 - 3.2.1 Sydney Cricket and Sports Ground Trust ("the Trust")
 - 3.2.2 Employees engaged by the Trust to work in the Grounds Department, including apprentices, greenkeepers, mechanics, grounds persons and gardeners.

4. Definitions

- 4.1 "Enterprise Award" means the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2008.
- 4.2 "Operative Date" means the date on which this Enterprise Award is made by the Commission and becomes legally binding on the parties.
- 4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.4 "Union" means The Australian Workers' Union, New South Wales.
- 4.5 "Grounds Person Grade D" shall mean an employee of school leaving age who has entered into a formal traineeship or training relationship or apprenticeship with the Sydney Cricket and Sports Ground Trust in accordance with the Theatrical Employees (Training Wage)(State) Award.

An employee at this level shall work under the direct supervision of a Grounds Person Grade B or higher. An employee at this level shall not necessarily be guaranteed ongoing employment beyond their traineeship.
- 4.6 "Grounds Person Grade C" shall mean an employee with recognised industry experience appropriate to the operational needs of the Trust and who is undertaking a structured courses in Greenkeeping or a Horticultural Diploma or other qualification deemed relevant by the Trust at an approved TAFE College.

Upon the successful completion of the approved course(s) of study, a Grade C employee will, subject to the satisfactory performance of their duties, have the expectation of ongoing employment by the Trust.

- 4.7 "Grounds Person Grade B" shall be an employee holding a Greenkeepers Certificate or Horticultural Certificate or other appropriate trade qualification
- 4.8 "Grounds Person Grade A" shall mean:
- 4.8.1 an employee who holds a recognised Tertiary qualification relevant to the operational needs of the Trust; or
- 4.8.2 an employee who holds a dual green keepers and horticultural qualifications or equivalent quantification recognised by the Trust and who has completed at least one years' service at the level of a Grade B Grounds Person; or
- 4.8.3 an employee who has completed at least two years' service as the level of a Grade B Grounds Person.
- 4.9 "Commission" means the Industrial Relations Commission of NSW

5. Intent of the Enterprise Award

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the grounds maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, and the employees each recognise that the work methods that were used in the past, may not be consistent with the current needs of the Enterprise. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the Enterprise and hence the long term job security of the Employees together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
- Increase job satisfaction and security.
 - Increase the skill levels of all members of the workforce with the implementation of training programs, tailored to meet the requirements of the work programme.
 - Increase Trust efficiency and profitability.
 - Establish a management system that generates informed and democratic input from employees on all work related issues.
 - Ensure the development of a decisive, committed and responsive Trust decision making structure that resources and supports the contributions of employees to workplace reform.
 - Achieve change and progress through a process of communications, agreement and team work.
 - Improves the competitive position of the Trust in the market.
 - Protect and enhance the quality of the environment.
 - Realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to continually developing flexibility over the functions performed by Trust Maintenance. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.
- 6.2 The commitment extends to individual employees performing tasks that, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Enterprise within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 The rates and conditions set out in the Enterprise Award contemplate a number of productivity and efficiency measures, including:

AFL Event Safety Nets - The introduction by the AFL of a new safety measure relating to the erection and removal of nets behind the goal posts during pre match warm ups introduced additional time and staffing requirements. The associated costs falling outside of previous rostered allowances are to be met by the AFL via event charges thus establishing a permanent saving to wage costs.

Cricket NSW Ten Additional Matches - The new CNSW / Trust Hiring Agreement in 2005 introduced additional non-first class cricket matches to the SCG. These non-first class matches were previously not held on the SCG. The staffing costs associated with these matches are met by Cricket NSW via event charges thus establishing a saving towards permanent wage costs.

SFS Cricket Practice Wickets (Training) -The CNSW / Trust Hiring Agreement in 2005 required the building, maintenance and preparation of a new secondary area for turf practice wickets at the SFS for the exclusive use of CNSW Women's and Colts with sessions ordinarily commencing at 6:00pm. The additional staff costs associated with the erection/dismantling of nets and covering of wickets has been contemplated.

SFS Preparation of New Turf Wickets - This measure is to be read in conjunction with SFS Cricket Practice Wickets (Training). This measure concerns the making of wickets from October to March by two staff since the 2006/07 cricket season. The additional staff and time costs not previously included in previous rosters or industrial instruments have been contemplated.

AFL Training Cover - At the request of the Sydney Swans in 2005, Ground Staff are required to cover the centre wicket prior to midweek training sessions in addition to covering the area prior to events. The additional staff and time costs associated with this request have been calculated.

Sydney Football Club - The FFA competition that commenced in 2005 has significantly different field requirements to Rugby League and Rugby Union. The additional wage and time costs associated with the FFA competition along with the season overlap with other hirers have been calculated.

Waratahs Training Sessions - The 2005 NSWRU/Trust Hiring Agreement includes the following requirements involving additional wage and time costs. These costs have been contemplated within the new Award.

The NSW Rugby access to the Stadium on not less than two occasions per week during each Football Season for the purpose of training by the Waratahs at times to be agreed between the parties together with a "Captain's Run" training session on the day before the relevant Fixture.

Training access shall be subject to the requirements of the Trust for the purpose of preserving the condition of the Stadium playing surface provided that approval for such access shall not be unreasonably withheld by the Trust.

The Trust must use all reasonable endeavours to assist NSW Rugby in negotiations with the Centennial and Moore Park Trust for the purpose of securing training rights on land administered by that body adjacent to the Stadium.

Events that may be held at venues managed by the Trust during the life of the Agreement, whether contemplated by the current facility calendars or not.

- 6.5 Notwithstanding this clause, nothing in this Agreement shall be read to stop the Enterprise from engaging new staff should operational requirements exist. The Enterprise retains absolute discretion in respect of engaging new staff.
- 6.6 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Full-Time, Part-Time and Casual Employees

- 7.1 An employee shall be engaged as either a full-time, part-time, or casual employee.
- 7.2 A full-time employee shall mean an employee who is engaged to work an average of seventy-six hours in a fortnight.
- 7.3 A part-time employee shall mean an employee engaged to work a minimum of six hours per week or a minimum of twelve hours over twenty eight days (with a minimum of two hours for each engagement). A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee shall mean an employee who is engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B of this Enterprise Award. The casual hourly rate contained in this Enterprise Award, contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- 7.5 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

8. Hours of Work

- 8.1 The ordinary hours of work shall be an average of seventy six hours in any fortnight and may be worked on any five days of the week, Monday to Sunday between the hours of 6:00am and 11:30 pm.
- 8.2 Any hours worked between 11:30pm and 6:00am shall be paid to the Employees at time and one half.
- 8.3 Employees will be required to work no more than eight ordinary hours on any day.
- 8.4 Unless an agreement is made to the contrary, Employees shall receive a minimum break between shifts of ten (10) consecutive hours.
- 8.5 Should an agreement be reached pursuant to clause 8.4 to waive the minimum break between shifts and the Employee commences work prior to receiving a 10 hour break, that Employee shall be paid a penalty of time and one half for the hours up to the time when the ten (10) hour break would have been completed.

For example, if the Employee finishes work at 12:00am (midnight) and starts his/her next shift at 8:00am, the Employee is entitled to the time and one quarter penalty for the first two hours of his/her shift, finishing at 10:00am.

- 8.6 Rosters shall be based on ten work days in any fourteen day cycle with days off being taken consecutively wherever possible.

9. Meal Allowance

A meal allowance of \$10.00 shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time.

10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of forty five minutes, which should be taken no more than five hours after commencing duty.
- 10.2 The time of the meal break shall be determined by the majority of the employees concerned and the Enterprise.
- 10.3 An employee who works for more than four hours shall be entitled to a ten minute paid tea break and shall be entitled to a further ten minute paid tea break where work continues beyond eight hours.
- 10.4 The time of the tea breaks shall be determined mutually by a majority of employees concerned and the Enterprise and may be staggered with meal breaks.

11. Excess Hours

- 11.1 All time in excess of eight hours in any one day or in excess of 76 hours per fortnightly pay cycle shall be overtime and shall be credited to an 'overtime bank'. The employee may, with the consent of the employer, take an equivalent number of ordinary hours off as time in lieu.
- 11.2 Employees may only accrue a maximum amount of 76 hours in the 'overtime bank' at any given time.
- 11.3 Employees engaged within the 'Grounds Mechanic' classification may accrue a maximum of 152 hours in the 'overtime bank' at any given time.
- 11.4 Where the Enterprise deems that the employee can perform no productive work, the employee may be directed to cease work prior to the normal eight hours being completed. The difference in hours between cessation of work and normal eight hour day will be deducted from the overtime bank.
- 11.5 The employee may not be directed to cease work if it would cause the overtime bank to be more than eight hours in the negative without agreement between the Curator and the employee.
- 11.6 The above arrangements have applied from the commencement of the previous Certified Agreement and shall continue to apply under this Enterprise Award; any hours outstanding in regard to the overtime bank arising from the previous Enterprise Award or previous Certified Agreement shall remain unaffected by this provision.

12. Public Holidays

- 12.1 The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holidays or holidays occur.
- 12.2 If an ordinary work day falls on a public holiday and the employees are required to work, then the employees will be paid at single time with 1.5 times the number of hours being credited to the overtime bank.
- 12.3 A full time, part time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten (10) calendar days in advance of the event, shall be entitled to paid

leave to attend the function. The Union shall advise management at least three (3) months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Annual Leave

- 13.1 Full time employees shall receive annual leave of 5 weeks per annum plus 17.5% annual leave loading, upon the completion of 12 months' service.
- 13.2 Part time employees shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months' service.
- 13.3 The loading referred to in 13.1 above shall be paid to all weekly employees as a lump sum either at the beginning of the pay period commencing on or after 1st January each year or at the termination of their employment as a pro-rata amount.
- 13.4 Leave shall only be taken between the months of April and September in any calendar year with the agreement of the Enterprise.

14. Sick Leave

Existing Employees (employed as at the operative date of the previous Certified Agreement (27 October 2004))

- 14.1 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 20 days' sick leave per annum during the sixth and subsequent years of service.

New Employees (engaged after the operative date of this Certified Agreement, that being 27 October 2004).

- 14.2 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 15 days' sick leave per annum during the sixth and subsequent years of service.

- 14.3 Such sick leave shall be cumulative.

- 14.4 Part-time employees shall receive sick leave on a proportionate basis.

- 14.5 An employee shall not be entitled to sick leave where payments are being made to such employee under the Workers' Compensation Insurance or pursuant to the Sickness and Accident Income Protection Plan as provided for in clause 17 of this Enterprise Award.

- 14.6 Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day off or shift off, he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.

- 14.7 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee may be required to provide the Trust with satisfactory evidence i.e., doctors certificate or statutory declaration, stating the nature of the illness and the duration of the absence

15. Personal/Carers Leave

- (a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), 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 14, 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.

(ii) 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.

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

(1) The employee being responsible for the care of the person concerned; and

(2) The person concerned being:

(A) a spouse of the employee; or

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

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

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

(E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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

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

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

(iv) An employee shall, wherever practicable, give the Enterprise 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 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 Enterprise by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Leave

(i) An employee may elect, with the consent of the Enterprise, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.

(c) Annual Leave

(i) An employee may elect with the consent of the Enterprise, subject to the *Annual Holidays Act 1944* (NSW), 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.

- (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.
 - (iii) An employee and Enterprise may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment of Overtime
- See clause 11 of this Enterprise Award.
- (e) Make-up Time
- An employee may elect, with the consent of the Enterprise, 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 Enterprise Award, at the ordinary rate of pay.

16. Bereavement Leave

- 16.1 A full-time or part-time employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in paragraph 15(a)(iii)(2) of clause 15, Personal/Carers Leave).
- 16.2 Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4 and 5 of Clause 15, Personal/Carers Leave.

Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Enterprise.

17. Income Protection Plan

All full-time, part-time and casual employees who are members of the Union to whom this Enterprise Award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union.

It is a term of this Enterprise Award that the Enterprise will bear the costs of 1.27 per cent (inclusive of GST) of gross weekly pay per week per member, or \$1.50 per week in the case of casual employees, towards providing protection under the endorsed plan.

18. Induction/Training

- 18.1 All new employees of the Trust will attend an Induction course. The purpose of the Induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to Safety, Quality, Work Performance, Flexibility and Attitude.
- 18.2 The induction shall include information of the following:
- Scope, purpose and general briefing on the Contract.
 - Familiarisation with, and adherence to, the terms of Employment continued within the Agreement governing each employee's contract of employment.
 - Adherence to Legislative, Site and Enterprise safety standards and requirements.
 - Co-operative objectives regarding goals that the Trust has while carrying out the Contract.

Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations clauses.

Outline of House Rules, including disciplinary procedures.

19. Consultative Committee

19.1 Composition of Consultative Committee

19.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the Enterprise Award.

19.1.2 The Consultative Committee shall consist of two representatives of the workforce and two representatives of management, being the General Manager and the Head Supervisor who shall meet as every second month.

19.2 Scope of Tasks of the Consultative Committee

19.2.1 The task to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the Enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

Oversee the Training Program content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets.

Facilitate the resolution of difficulties and problems which may arise.

Contribute to the development of work rosters.

Create feasible work methods to enhance productivity and efficiency.

Develop concepts for productivity and efficiency improvements within the Enterprise.

Develop an open, participative and co-operative management approach.

Promote team based work methods.

Assist with communication, participative and training programmes to bring about attitudinal and cultural change.

Ensure propagation of experience, knowledge and skills at all levels.

20. Occupational Health and Safety

20.1 Scope

20.1.1 Consistent with the Trust's obligations under the relevant Occupational Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

20.1.2 Giving due consideration to each employee's work scope. The Trust may require employees to be immunised against infectious diseases, where they are considered to be at risk.

20.1.3 The Trust shall comply with all the provisions of the Occupational Health and Safety legislation of NSW which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials or in such conditions.

20.2. Occupational Health and Safety Committee

20.2.1 An Occupational Health and Safety Committee has been established pursuant to the relevant provisions of the *Occupational Health and Safety Act*, 1983. This Committee shall endeavour to reach consensus on all aspects of the Trust's Occupational Health and Safety Policy. The Occupational Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an Industrial Relations nature.

21. Labour Flexibility

Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the Enterprise.

22. Additional Functions

22.1 Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground, the Sydney Football Stadium and any other facility under the care, management or control of the Trust.

22.2 Notwithstanding the provisions of 22.1, employees will be primarily engaged within their trade classification.

23. Supplementary Staff

Supplementary staff may be used to perform the duties of placing and removing the covers, goal post pads, operating the sightscreens and other duties.

24. Working in the Rain

All employees called upon to work in the rain shall be supplied, by the Enterprise, with protective clothing, free of charge.

25. Acting Supervisor

An employee appointed by the Enterprise to undertake the role of Acting Supervisor shall be paid an additional 15% of their ordinary rate of pay for all hours worked in that capacity.

26. Change Rooms

The Enterprise shall provide a change room for the use of employees, free of charge. Such rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

27. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28. Trust Uniform and Personal Identification

28.1. Employee's must maintain a neat appearance at all times consistent with operational requirements.

28.2. Personal Identification

28.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employees name and photograph.

28.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

29. Job Representative

- 29.1 A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the Supervisor or officer in charge on matters affecting the employees whom he/she represents.
- 29.2 The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Union.

30. Wage Rates

- 30.1 This Enterprise Award provides the following increases in full-time and part-time hourly rates of pay:

4.5% on and from 1 October 2008

4.5% on and from 1 October 2009

4% on and from 1 October 2010

All other hourly rates shall be adjusted accordingly.

- 30.2 Full Time and Part-Time Employees Employed in the Classifications Set Out in Clause 4 Shall be Paid the Appropriate Rate of Pay as Set Out in Column One of Table 1 of Part B on and From 1 October 2008.
- 30.3 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Two of Table 1 of Part B on and from 1 October 2009.
- 30.4 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Three of Table 1 of Part B on and from 1 October 2010.
- 30.5 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 2 of Part B on and from 1 October 2008.
- 30.6 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Two of Table 2 of Part B on and from 1 October 2009.
- 30.7 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Two of Table 2 of Part B on and from 1 October 2010.
- 30.8 Employees who have entered into a formal traineeship or training relationship with the Trust shall be paid the appropriate rate relating to Industry/Skill Level B as set out in the Theatrical Employees (Training Wage) (State) Award.
- 30.9 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 3 of Part B on and from 1 October 2008.
- 30.10 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Two of Table 3 of Part B on and from 1 October 2009.
- 30.11 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column Three of Table 3 of Part B on and from 1 October 2010.
- 30.12 Employee Related Cost Savings
- 30.12.1 Increased Spread of Ordinary Hours - Ground Staff may be rostered to work an average of seventy six (76) hours in any fortnight on any five days of the week Monday to Sunday, between the hours of 6:00am 11:30pm. Previously the spread of hours was 6:00am to 11:00pm. The table calculates the saving in overtime in increasing the spread of hours.

30.12.2 The Trust are able to engage an apprentice to replace a full time adult staff member.

31. Payment of Wages

- 31.1 Wages shall be paid on a fixed day no later than the Thursday of each fortnight. Employees shall be paid during ordinary working hours by Electronic Funds Transfer to their nominated bank account.
- 31.2 Any employee who has to wait after ordinary ceasing time on pay day to receive their wages shall be rendered assistance until such wages are paid into the nominated bank account.

32. Terms of Engagement

Full-time and part-time employees shall be engaged by the week and their engagement shall be terminated only by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof: Provided that this shall not effect the right of the Enterprise to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

33. Redundancy

- (i) Application
- (a) This clause shall apply in respect of full time and part time employees.
 - (b) This clause shall only apply to the Enterprise if it employs 15 or more employees immediately prior to the termination of employment of employees
 - (c) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Enterprise shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
- (a) Where the Enterprise 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 Enterprise shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Enterprise's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(iii) Enterprises Duty to Discuss Change

- (a) The Enterprise shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Enterprise to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the Enterprise shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(iv) Discussions Before Terminations

- (a) Where the Enterprise has made a definite decision that the Enterprise no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the Enterprise shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Enterprise has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the Enterprise shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(v) Notice for Changes in Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

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

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

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the Enterprise 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 Enterprise for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the Enterprise 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 Enterprise, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Enterprise until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(ix) Statement of Employment

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

(x) Notice to Centrelink

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

(xi) Centrelink Separation Certificate

The Enterprise 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.

(xii) Transfer to Lower Paid Duties

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

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the Enterprise shall pay the following severance pay in respect of a continuous period of service:

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

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

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

Years of Service	45 Years of Age & Over Entitlement
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

Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Enterprise Award/Certified Agreement payments, shift penalties and all purpose allowances paid in accordance with the Enterprise Award/Certified Agreement.

(xiv) Incapacity to Pay

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, an Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the Enterprise concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause (xiii) of this clause will have on the Enterprise.

(xv) Alternative Employment

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

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 35, 'Grievance and Disputes Procedure' of this Enterprise Award.

34. No Extra Claims

- 34.1 This Enterprise Award constitutes the entire agreement between the parties with respect to rates of pay and all other conditions of employment and there shall be no further claims, whatsoever, by any party during the term of this agreement
- 34.2 The agreed rates of pay and conditions comprehend all working conditions to be encountered in the performance of work. No additional special areas or allowances shall be applicable other than those specified by this Enterprise Award.
- 34.3 There shall be no further wage increases for the life of this Enterprise Award.
- 34.4 The parties to this Enterprise Award acknowledge that this agreement takes into consideration any increases which may occur in the relevant parent award during the currency of this Enterprise Award.

35. Long Service Leave

See *Long Service Leave Act 1955* (NSW)

36. Grievance and Dispute Procedures

The procedure for the resolution of industrial disputation will as follows:

- 36.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises or is considered likely to occur, the following steps shall be followed:
- 36.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 36.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 36.1.3 The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 36.1.4 The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- 36.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 36.2 Each of the following steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.

- 36.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- 36.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 36.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 36.6 Normal work will continue without disruption while these procedures are followed.

37. Declaration

The parties declare that this Enterprise Award:

- 37.1 Is not contrary to the public interest;
- 37.2 Was not entered into under duress;
- 37.3 Is not unfair, harsh or unconscionable;
- 37.4 Is in the interests of the parties.

38. Provision of Training

- 38.1 This Enterprise Award shall be read concurrently with the provisions of the Theatrical Employees (Training Wage) (State) Award.
- 38.2 The Trust shall pay all fees associated with the conduct of the training courses associated with the traineeship or training relationship or apprenticeship of a Grounds Person Grade D, and will provide paid study leave to facilitate the successful completion of the training modules.
- 38.3 The Trust shall provide a Grounds Person Grade C where possible with one full day's paid attendance at an approved course, each week, with flexibility being provided to accommodate the exam timetable. A Ground Person Grade C will be required to meet all costs associated with the agreed training courses.
- 38.4 The Trust will assist a Grounds Person Grade A to attend appropriate training courses through the provision of flexible rostering. A Grounds Person Grade A shall not be entitled to paid time to attend an appropriate training course (s) nor shall they be entitled to have their expenses associated with the training course paid for by the Trust

39. Commencement and Duration

This Enterprise Award shall commence from 1 October 2008, and shall remain in force for a nominal term of 3 years.

40. Jury Service

- 40.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 40.2 An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

41. Superannuation

41.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

42. Anti-Discrimination

42.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.

42.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

42.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

42.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;

42.4.2 offering or providing junior rates of pay to person under 21 years of age;

42.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)

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

42.5 This clause does not create legal rights or obligations in addition to those imposed upon by 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"

PART B

Table 1 - Full Time And Part Time Employees

Hourly Rate of Pay (\$)			
Classification	Column 1	Column 2	Column 3
Grounds Person Grade A	30.21	31.57	32.83
Grounds Person Grade B	27.45	28.69	29.83
Grounds Person Grade C	26.08	27.26	28.35
Grounds Mechanic	34.07	35.60	37.02

Table 2 - Casual Employees

Hourly Rate of Pay (\$)			
Classification	Column 1	Column 2	Column 3
Grounds Person Grade A	36.24	37.87	39.39
Grounds Person Grade B	32.97	34.45	35.83
Grounds Person Grade C	31.40	32.82	34.13

Table 3 - Apprentices

Hourly Rate of Pay (\$)			
Classification	Column 1	Column 2	Column 3
1 ST YEAR OF APPRENTICESHIP	13.73	14.35	14.92
2 ND YEAR OF APPRENTICESHIP	15.92	16.63	17.30
3 RD YEAR OF APPRENTICESHIP	18.81	19.66	20.44
4 TH YEAR OF APPRENTICESHIP	21.42	22.39	23.28

N.B.

Column 1 applies from 1 October 2008

Column 2 applies from 1 October 2009

Column 3 applies from 1 October 2010

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 721 of 2009)

Before Commissioner Cambridge

20 May 2009

VARIATION

1. Delete Part B Monetary Rates, of the award published 10 August 2001 (326 I.G. 1001) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1

Item No.	Rate Per Hour Effective from the first full pay period to commence on or after 1 March 2007 \$	Rate Per Hour Effective from the first full pay period to commence on or after 1 March 2008 \$
1	22.49	23.05
2	33.74	34.58
3	20.62	21.14
4	30.94	31.71
5	16.67	17.08
6	25.01	25.62
7	24.22	24.83
8	18.82	19.29

2. This variation shall take effect from the beginning of the first pay period to commence on or after 1 March 2007 and remain in force for 24 months.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 722 of 2009)

Before Commissioner Cambridge

20 May 2009

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title of Enterprise Award
3.	Parties to this Enterprise Award
4.	Definitions
5.	Intention
6.	Date and Period of Operation
7.	Relationship to Parent Award
8.	Duress
9.	Ordinary Hours
10.	Rates of Pay and Employee Related Cost Savings
11.	Shift Arrangements
12.	Event Days and Functions
13.	Annual Leave
14.	Sick Leave
15.	Personal/Carer's Leave
15A.	Parental Leave
16.	Bereavement Leave
17.	Jury Service
18.	Army Reserve Leave
19.	Public Holidays
20.	No Extra Claims
21.	Grievance and Dispute Resolution Procedure
22.	Area, Incidence and Duration
23.	Anti-Discrimination
24.	Secure Employment Provisions
25.	First Aid Certificates
26.	Security Licence
27.	Uniforms

PART B

MONETARY RATES

Table 1

2. Title of Enterprise Award

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2009.

3. Parties to This Enterprise Award

- 3.1 The parties to this enterprise award are:
- 3.1.1 the Sydney Cricket and Sports Ground Trust;
 - 3.1.2 the Security Staff of the employer; and
 - 3.1.3 the Liquor Hospitality and Miscellaneous Union - NSW Branch

4. Definitions

For the purpose of this Enterprise Award the following definitions shall apply:

- 4.1 "Enterprise Award" shall mean the Sydney Cricket & Sports Ground Trust Security Enterprise Award.
- 4.2 "Employee" or "Employees" shall mean the Security Staff employed by the Employer.
- 4.3 "Casual Employee" shall mean an employee engaged and paid as such but shall not include an employee working an average of thirty-eight ordinary hours per week.
- 4.4 "Employer" shall mean the Sydney Cricket & Sports Ground Trust.
- 4.5 "Parent Award" shall mean the Security Industry (State) Award.
- 4.6 "Security Officer Grade C" means a person employed in one or more of the following capacities:
 - (a) to watch, guard and/or protect premises and/or property;
 - (b) to respond to basic fire/security alarms;
 - (c) as an employee stationed at an entrance and/or exit whose principal duties shall include the control and movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
 - (d) lock up gates, stands, buildings and patrol venues on foot or in vehicle;provided that Security Officer Grade C such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.
- 4.7 "Security Officer Grade B" shall mean a person employed in one or more of the following capacities in addition to the duties outlined in Security Officer Grade C:
 - (a) use and control of a closed circuit television system;
 - (b) performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals;
 - (c) monitors and acts upon intelligent building management systems;

- (d) acts as two way radio operator as required as part of control room duties;
- (e) records incidents utilising the computer and complies other reports as needed;

provided that a Security Officer Grade B may be required to utilise keyboard skills in the performance of their duties and may perform incidental duties which need not be of a security nature.

- 4.8 "Security Officer Grade A" shall mean a person who, whilst in charge of a shift of one or more Security Officers carries out co-ordinating duties in addition to the normal duties of a Security Officer Grade B.
- 4.9 "The Act" shall mean the *Industrial Relations Act* 1996 (NSW).
- 4.10 "Seven Day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

5. Intention

- 5.1 It is intended that the Enterprise Award will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that corporate objectives are met.
- 5.2 The Enterprise Award will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff and the community.
- 5.3 The Enterprise Award will provide employees with the ability to work a rotating roster which provides for the equalisation of wages across the employees and better coverage of shifts.
- 5.4 The Enterprise Award acknowledges the request by employees that they have the opportunity for permanent employment, are looking for a single rate to be paid on all hours worked which will eliminate all penalty rates, shift allowances and span loadings, overtime penalties, rostered days off for certain employees, additional rates and allowances payable under the parent award.
- 5.5 The Enterprise Award will promote harmonious industrial relations at the Sydney Cricket & Sports Ground Trust.

6. Date and Period of Operation

- 6.1 This enterprise award shall operate from the beginning of the first full pay period to commence on or after 1 March 2009 and shall remain in force thereafter for a period of 36 months.
- 6.2 The renewal of this Enterprise Award has been made toward improved work practices and the more flexible operation of hours of work as permanent staff. Any further renewal of this Enterprise Award will be considered in the light of progress which may be made towards further improving work practices and the flexibility of hours of work.
- 6.3 During the term of this Enterprise Award the parties agree to confer on other productivity improvements.

7. Relationship to Parent Award

- 7.1 The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of security staff employed at the Sydney Cricket and Sports Ground Trust who are covered by the Security Industry (State) Award.
- 7.2 Where there is an inconsistency between the Enterprise Award and the Parent Award, the terms of the Enterprise Award will apply.

8. Duress

The parties to this Enterprise Award declare that this Enterprise Award was not entered into under duress by any party to it.

9. Ordinary Hours

- 9.1 The ordinary hours of work for Security Officers covered by this Enterprise Award shall be an average of 38 per week, excluding any overtime worked. The ordinary hours shall be worked on any day Monday through Sunday.
- 9.2 It is agreed between the parties to this Enterprise Award that the ordinary hours of work will encompass shifts at both the Sydney Cricket Ground, the Sydney Football Stadium and other venues as directed.
- 9.3 The ordinary hours of work shall be rostered in one of the following ways:
- (a) shifts of no more than 9.5 ordinary hours and no more than 16 ordinary shifts per 28 day cycle; or
 - (b) shifts of no more than 8 ordinary hours in length.

10. Rates of Pay

- 10.1 A Security Officer Grade A shall be paid the rate as set out in Item 1 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.2 A Security Officer Grade A shall be paid the rate as set out in Item 2 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.3 A Security Officer Grade B shall be paid the rate as set out in Item 3 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.4 A Security Officer Grade B shall be paid the rate as set out in Item 4 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.5 A Security Officer Grade C shall be paid the rate as set out in Item 5 of Table 1 of Part B of this award for all worked performed during ordinary hours.
- 10.6 A Security Officer Grade C shall be paid the rate as set out in Item 6 of Table 1 of Part B of this award for any hours in excess of ordinary hours.
- 10.7 The rates of pay outlined in 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 are inclusive of all penalty rates, shift allowances and span loadings, overtime penalties, rostered days off where applicable, additional rates and allowances payable under the parent award.
- 10.8 A casual Security Officer Grade B shall be paid the rate as set out in Item 7 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.9 A casual Security Officer Grade C shall be paid the rate as set out in Item 8 of Table 1 of Part B of this award for all worked performed during ordinary hours
- 10.10 The rates of pay outlined in 10.8 and 10.9 are inclusive of all penalty rates, shift allowances, overtime penalties, annual leave, and meal allowances payable under the parent award.
- 10.11 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance of \$15.00.

10.12 Employee Related Cost Savings

- 10.12.1 The Trust will achieve a reduction in overtime via the implementation of rostering changes involving increased rostering of ordinary hours across the seven day week for all employees including a senior guard on shift rotation. This measure includes the provision of a paid meal break of 30 minutes.
- 10.12.2 Restrictions on the hours of work for a Security Officer Grade C contained in the previous Enterprise Award have been deleted.
- 10.12.3 Employees electing to work additional shifts at events and functions when not rostered to work under this award are to be engaged and paid in accordance with the Sydney Cricket and Sports Ground Trust (Match Day Employees) Agreement, 2005, or any award or agreement that subsequently rescinds or replaces the aforementioned agreement.
- 10.12.4 The Trust reserves the right to engage additional Security Officers to meet operational requirements.
- 10.13 During the term of this award, the parties are committed to the achievement of such employee related cost savings. Both the employees and the relevant unions agree to undertake and commit to the achievement of the employee related cost savings specified in clause 10.12.

11. Shift Arrangements

- 11.1 All Officers will be required to perform shifts as outlined in a roster developed by the Trust which may vary from time to time.
- 11.2 Except in the case of emergency or by mutual agreement, the Trust will provide seven days notice to the Security Officer of a change to their roster.

12. Event Days and Functions

- 12.1 Employees covered by this Enterprise Award will be offered, where available, extra shifts on event days and functions as a crowd safety officer provided they are not rostered to work the shifts outlined in Clause 9.
- 12.2 Where an employee elects to work a second job as a crowd safety officer in accordance with this clause he/she shall be paid under the Sydney Cricket and Sports Ground Trust (Match Day Employees) Agreement, 2005 or any agreement that subsequently rescinds or replaces the aforementioned agreement.
- 12.3 An employee is not obliged to accept any extra shifts offered by the employer pursuant to this clause. An employee has an obligation to ensure that any proposed crowd safety shift does not conflict with their commitments as a full-time Security Officer under this award.

13. Annual Leave

- 13.1 An employee shall be entitled to four weeks annual leave in accordance with the *Annual Holidays Act* 1944.
- 13.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the *Annual Holidays Act*, 1944 (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

- 13.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.

- 13.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.
- 13.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the Annual Holidays Act, 1944 (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.
- 13.3 Upon becoming entitled to such annual leave an employee shall be entitled to be paid an annual leave loading of 17½% of the employees ordinary earnings which shall be paid each time the employee takes annual leave."

14. Sick Leave

- 14.1 Employees shall be entitled to up to 5 days sick leave without loss of pay in their first year of service with the employer. Employees shall be entitled to 10 days sick leave in their second and subsequent years of service with the employer.
- 14.2 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to take their sick leave subject to the following conditions:
- 14.2.1 the employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the *Workplace Injury Management and Workers Compensation Act 2000* (New South Wales).
- 14.2.2 the employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty and as far as possible, state the nature of the injury of illness and the estimated duration of absence.
- 14.2.3 where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first shift of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to notify the employer on account of such accident or incapacity.
- 14.2.4 the employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

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 15.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

15.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

15.1.3.1 the employee being responsible for the care of the person concerned; and

15.1.3.2 the person concerned being either:

15.1.3.2.1 a spouse of the employee; or

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 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

15.1.3.2.3 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

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

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

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
3. "household" means a family group living in the same domestic dwelling.

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 21, Grievance and Dispute Resolution Procedure, should be followed.

15.2 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 15.1.3.2 above who is ill or who requires care due to an unexpected emergency.

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 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.

15.3.3 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.

15.4 Make-Up Time

15.4.1 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 this award, at the ordinary rate of pay.

15.4.2 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 at a later time), at the shift work rate which would have been applicable to the hours taken off.

15.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15.1.2 and 15.1.3.3 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 15.1.3.2 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.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

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

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

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Bereavement Leave

16.1 An employee shall, on the death within Australia of a member of the employee's family or household (as defined in paragraph 15.1.3.2 of clause 15, Family Leave), be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the

employee had not been on such leave. An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.

16.2 The rights to such paid leave shall be dependent on compliance with the following conditions:

16.2.1 satisfactory evidence of such death shall be furnished by the employee to the employer; and

16.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.

16.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.1, 15.2, 15.3 and 15.4 of Clause 15, Personal/Carers Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

16.4 Bereavement entitlements for casual employees

16.4.1 Subject to the evidentiary and notice requirements in 16.2.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.1.3.2 of clause 15, Personal / Carer's Leave.

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

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

17. Jury Service

17.1 An employee shall be allowed leave of absence during any period when required to attend for jury service, provided that such leave shall be limited to a maximum of two weeks in any period of jury service.

17.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.

17.3 An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

18. Army Reserve Leave

18.1 Upon request and subject to the employer's ability to grant leave, an employee shall be allowed leave of absence to attend official army reserve activities.

18.2 Subject to subclause 18.3, such leave of absence shall be without pay.

18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at the rate of:

18.3.1 \$1123.30 per week (or such other amount as is provided to the employer under the ESP Scheme);
or

18.3.2 the employee's ordinary rate of pay

whichever is the lesser.

- 18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities."

19. Public Holidays

- 19.1 The following days shall be observed as public holidays:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Tuesday following Easter Monday, and any proclaimed day in lieu thereof for the state.

- 19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.
- 19.3 Employees may be directed to work on public holidays as part of their rostered shift at their ordinary rate of pay.
- 19.4 Days in lieu of working public holidays will not be provided.
- 19.5 Except in the case of an emergency, a Security Officer Grade C will not be required to work on a public holiday.

20. No Extra Claims

It is agreed by the parties that there will be no extra claims relating to conditions of employment, whether dealt with in this Award or not, before 1 March 2012.

21. Grievance and Disputes Resolution Procedure

- 21.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 21.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 21.1.2 The initiator of the dispute may be required to provide in writing the substance of the grievance and state the remedy sought.
- 21.1.3 The matter is then discussed in a timely way between staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 21.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 21.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 21.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before commencing the Arbitration process.
- 21.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 21.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.

21.6 Normal work will continue without disruption while these procedures are followed.

22. Area Incidence and Duration

This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2001 published 10 August 2001 (326 I.G. 1001) as varied.

The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of Security Staff at the Sydney Cricket Ground, the Sydney Football Stadium and any other sites that the employer may manage.

This Enterprise Award is to read in conjunction with the Security Industry (State) Award and variations thereof. Where there is an inconsistency between the two awards, this award shall apply.

This award shall operate from the beginning of the first pay period to commence on or after 1 March 2009 and shall remain in force for a period of thirty-six months.

23. Anti-Discrimination

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the *Industrial Relations Act 1996 (NSW)*, to prevent and eliminate discrimination in the workplace on the grounds of race, sex marital status, disability, homosexuality, transgender identity and age.
- 24.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 24.3 Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 24.4 Nothing in this clause is to be taken to affect:
- 24.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation,
 - 24.4.2 offering or providing junior rates of pay to persons under 21 years of age,
 - 24.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*,
 - 24.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 24.5 This clause does not create legal rights or obligations in addition to those imposed upon by 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."

24. Secure Employment Provisions

(a) Objective of this Clause

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

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of nine months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of nine months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

25. First Aid Certificates

The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates."

26. Security Licence

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.
- 26.2 The Trust shall pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the *Security Industry Act 1997* (NSW), subject to the satisfaction of the following conditions:
- (a) The employee is employed by the Trust as at the date of renewal;
 - (b) The employee obtains the renewal of his/her security licence; and
 - (c) The employee provides evidence to the Trust of the payment of the relevant fee, as required by the Trust.

27. Uniforms

- 27.1 Employees shall be provided with four shirts, two pairs of pants and 1 pair of boots on commencement of employment and thereafter annually,.
- 27.2 Uniform items no longer serviceable due to fair wear and tear will be, where necessary replaced subject to an aggregate maximum of eight shirts, four pairs of pants and two pairs of shoes per annum.

PART B

MONETARY RATES

Table 1

Item No.	Rate Per Hour First Full Pay Period To Commence on or after 1 March 2007	Rate Per Hour First Full Pay Period To Commence on or after 1 March 2008	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2009 (4%)	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2010 (4%)	New Rate Per Hour First Full Pay Period to Commence on or after 1 March 2011 (4%)
	\$	\$	\$	\$	\$
1	22.49	23.05	23.97	24.93	25.93
2	33.74	34.58	35.96	37.40	38.89
3	20.62	21.14	21.99	22.87	23.78
4	30.94	31.71	32.98	34.30	35.67
5	16.67	17.08	17.76	18.47	19.21

6	25.01	25.62	26.64	27.71	28.82
7	24.22	24.83	25.82	26.86	27.93
8	18.82	19.29	20.06	20.86	21.70

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(103)

SERIAL C7127

TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Taxi Industry Association.

(No. IRC 907 of 2009)

Before Commissioner Connor

15 July 2009

AWARD

1. Delete Table 1 - Wages, Rates Summary and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

Table 1 - Wages

Rates Summary

Shift	Maximum Pay-in Including GST \$	Km	Excess per Km
Day Shifts - all days	160.03	260	0.66 cents
Night shifts - Monday	173.63	300	0.66 cents
Night shifts - Tuesday	176.64	320	0.66 cents
Night shifts - Wednesday	190.47	320	0.66 cents
Night shifts - Thursday	214.90	350	0.66 cents
Night shifts - Friday	243.74	400	0.66 cents
Night shifts - Saturday	243.74	400	0.66 cents
Night shifts - Sunday	188.95	320	0.66 cents

Table 2 - Other Rates & Allowances (exclusive of GST)

Clause No.	Brief Description	Amount \$
2(j)	Excess fee amount	0.66 cents
19(b)(i)	Annual leave pay - (bailee - 12 months)	751.58
19(b)(ii)	Annual leave pay - (bailee- 3 to 12 months)	751.58 x 4/48 x no. of weeks
20	Sick Leave	150.83
21	Bond	127.83
23(ii)	Incomplete shift	18.86

2. The variation is to apply to the first shift commencing after one minute past midnight on 15 July 2009.

P. J. CONNOR, Commissioner

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(Nos. IRC 890 and 943 of 2009)

Before Commissioner Connor

22 July 2009

AWARD

1. Delete Schedules 1 to 4 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

- (i) It is expressly noted that the rates of remuneration in Schedules 1 and 4 have taken into account, and include payment, for the following factors:
 1. Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 2. Overtime - in excess of 40 hours each week.
 3. Annual Leave.
 4. Long Service Leave.
 5. Public Holidays.
 6. Picnic Day.
 7. Sick Leave.
 8. Return on capital invested.
 9. Depreciation.
 10. Lease Costs.
 11. Registration and compulsory third party insurance.
 12. Comprehensive insurance.
 13. Public liability insurance.
 14. Personal accident insurance.
 15. Administrative overheads.
 16. Fuel.

17. Oil.
18. Tyres.
19. Repairs and maintenance.
20. Industry - specific allowances.

(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 shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

(iii) If a carrier is:

- ineligible to apply for the rebate pursuant to the scheme; or
- has not been requested to apply for the rebate pursuant to the scheme; or
- has become ineligible to claim a rebate pursuant to the scheme; or
- the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

(iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

Table One - Vehicle Rates

(Where the Energy Grants (Credits) Scheme is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$ per hour)	Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	33.07	39.83	28.97	39.87	23.61	39.88
5 to 8 Tonnes	38.83	51.71	32.94	51.75	25.23	51.72
8 to 10 Tonnes	45.14	63.91	37.33	64.02	31.88	63.97
10 to 12 Tonnes	59.79	88.97	46.83	89.09	38.35	89.08
12 to 14 Tonnes	77.09	112.19	58.14	111.95	45.97	111.93
14 Tonnes +	85.74	132.24	63.96	132.15	49.20	132.14
Single Axle Prime Mover	62.65	120.85	48.95	121.00	40.28	120.96
Bogie Axle Prime Mover	88.18	139.12	65.73	139.14	50.49	139.13

Table Two - Vehicle Rates

(Where the Energy Grants (Credits) Scheme does not apply)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	29.40	37.27	25.42	37.50	n/a	n/a
2 to 5 Tonnes	33.07	42.96	28.97	43.02	23.61	43.04
5 to 8 Tonnes	38.83	55.50	32.94	55.74	25.23	52.78
8 to 10 Tonnes	45.14	67.98	37.33	68.67	31.88	65.34
10 to 12 Tonnes	59.79	95.65	46.82	94.70	38.35	91.02
12 to 14 Tonnes	77.09	120.16	58.13	120.27	45.97	114.22

14 Tonnes +	85.74	142.44	63.94	141.44	49.20	134.91
Single Axle Prime Mover	62.65	129.70	48.94	130.27	40.28	123.47
Bogie Axle Prime Mover	88.18	149.25	65.71	149.24	50.49	142.03

SCHEDULE 2

Procedure and Time for Adjustments of Rates and Amounts

- (1) The rates prescribed in Schedules 1 and 4, together with the additional amounts in Schedule 3, shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- (2) The Union shall make application to the Industrial Relations Commission of New South Wales for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- (3) The parties to this Determination shall confer with a view to reaching agreement on the variation. In default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
- (4) The first adjustment shall operate from 1 July 1984.
- (5) The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- (6) The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- (7) Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- (8) If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- (9) The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Wage Factor 2. Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
3. Return on Capital 4. Depreciation 5. Lease Cost	Adjust by the Average Percentage Change in the price of a Sterling Louisville Prime Mover, as Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles) as determined by "The Red Book".
6. Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
7. Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
8. Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).
9. Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.

10. Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
11. Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67 Parts: 33 Total 100</p> <p>"Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

- (10) The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
- (11) The additional amounts in Schedule 3 - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
- (12) Cost Recovery for variations in the Price of fuel:
- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (a) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
 - (4) The fuel index, reflecting current rates, is 111.27 cents per litre. This index is exclusive of GST.

SCHEDULE 3

Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$17.85 per day
Dual Axle	\$23.40 per day
Tri Axle	\$28.78 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.62 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$ 2.73 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity : \$ 4.33 per day

Up to and including 6,000 lbs. capacity: \$5.93 per day.

Side-Loading Devices:

\$19.14 per day

SCHEDULE 4

Container Depots And Waterfront Areas

- The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination.

Provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear

Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

(i) 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 shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(ii) If a carrier is:

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

(iii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Rebate	No-Rebate
Not less than 8 and not greater than 10 tonnes	42.42	43.07
Not less than 10 and not greater than 12 tonnes	51.46	52.26
Not less than 12 and not greater than 14 tonnes	61.31	62.46
Not less than 14 Tonnes.	67.42	68.75
Single - Axle Prime Mover	57.98	59.29
Bogie Axle Prime Mover	69.47	70.91

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

40 ft Skel trailer	\$47.18 per day
40 ft General Purpose trailer	\$47.18 per day

Dog or Pig trailer	\$35.31 per day
Pup trailer	\$23.57 per day
20 ft Skel trailer	\$42.46 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

40 ft trailer	\$2.46 per hour
Dog/Pig trailer	\$4.84 per hour
Pup trailer	\$3.56 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
2. This variation shall take effect from 29 July 2009.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

(687)

SERIAL C7044

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Limited.

(No. IRC 491 of 2009)

Before Commissioner McKenna

1 May 2009

CONTRACT DETERMINATION

1. Delete paragraph (c) of subclause (vi) of clause 2, Cartage Rates of the award published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:
 - (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 Annexure "A" of this determination up to a maximum reduction of 4.74% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
2. Delete Schedule 1, Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

SCHEDULE 1

QUANTITY/DISTANCE AND HOURLY HIRE RATES

Symbol	Item	Rate (\$)	Unit
F.F	Flag Fall	3.5867	Per Tonne
A		0.2112	Per Tonne
B		0.1923	Per Tonne
C		0.1815	Per Tonne
D		0.1625	Per Tonne
E		0.1535	Per Tonne
F		0.1444	Per Tonne
G		0.1372	Per Tonne
H	Large Material	1.0797	Per Tonne
I	Large Material 600+ material	1.8254	Per Tonne
Hourly Rates - non permitted in external dumping			
J	2 Axle Vehicle	49.436	Per Hour
K	3 Axle Vehicle	59.475	Per Hour
L	4 Axle Vehicle	68.972	Per Hour
M	5 Axle Vehicle	88.869	Per Hour
N	6 Axle Vehicle	93.997	Per Hour
Hourly rates for vehicles involved in internal dumping			
O	2 Axle Vehicle	65.379	Per Hour
P	3 Axle Vehicle	68.412	Per Hour
Q	4 Axle Vehicle	79.318	Per Hour
R	5 Axle Vehicle	102.230	Per Hour
S	6 Axle Vehicle	106.645	Per Hour

3. Delete Schedule 2, Cost Component Formula, of Annexure "B", Rise and Fall Formula, and insert in lieu thereof the following:

SCHEDULE 2

COST COMPONENT FORMULA

Component	New weighting
Wages inc Maintenance Labour	34.58677
Fuel and Oil	19.91342
Repair Parts	12.46382
Tyres	4.11288
Depreciation	10.28165
Registration	3.15916
Other Fixed Costs	15.4823
TOTAL	100

4. Delete Schedule 3, Benchmarks, of Annexure "B", and insert in lieu thereof the following:

SCHEDULE 3

BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Transport Industry - Quarried Materials State Award - Grade 2, Vehicle Class 3, Certified	\$621.80	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	AIP NSW State weekly average for the retail price of diesel, excluding GST	110.00 (121.00 cents per litre less 1/11th GST)	Available on Australian Institute of Petroleum on 5 April 2009 at www.aip.com.au/pricing/retail/diesel/index.htm
Repair parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	156.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicle parts and accessories	130.40	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008

Depreciation	ABS Consumer Price Index(CPI), Transportation Group, Private Motoring Motor vehicles	98.50	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Registration	Registration and Green Slip (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonne	Registration = \$1,071.91 made up of: \$52.00 - Rego Fee (no GST) \$859.00 - Road Usage Charge (no GST) \$160.91 Heavy Vehicle Inspections (including GST) Green Slip = \$3,623 Total = \$4,694.91	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	161.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008

5. This variation shall take effect from 11 May 2009.

D. S. McKENNA, Commissioner.

Printed by the authority of the Industrial Registrar.

(687)

SERIAL C7118

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 944 of 2009)

Before Mr Deputy President Sams

17 July 2009

AWARD

1. Delete subclauses (vi), (vii) and (viii) of clause 2, Cartage Rates of the determination, published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:
 - (vi) 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 Annexure "A" of this determination up to a maximum reduction of 2.43% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
 - (vii) 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 2(vi).
 - (viii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clauses 2(vi) and (vii).
2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

SCHEDULE 1

QUANTITY/DISTANCE AND HOURLY HIRE RATES

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.707	Per Tonne
A		0.218	Per Tonne
B		0.199	Per Tonne
C		0.188	Per Tonne
D		0.168	Per Tonne
E		0.159	Per Tonne
F		0.149	Per Tonne
G		0.142	Per Tonne
H	Large Material	1.116	Per Tonne
I	Large Material 600+ material	1.887	Per Tonne

Hourly Rates - non permitted in external dumping			
J	2 Axle Vehicle	51.09	Per Hour
K	3 Axle Vehicle	61.47	Per Hour
L	4 Axle Vehicle	71.29	Per Hour
M	5 Axle Vehicle	91.85	Per Hour
N	6 Axle Vehicle	97.15	Per Hour
Hourly rates for vehicles involved in internal dumping			
O	2 Axle Vehicle	67.57	Per Hour
P	3 Axle Vehicle	70.71	Per Hour
Q	4 Axle Vehicle	81.98	Per Hour
R	5 Axle Vehicle	105.66	Per Hour
S	6 Axle Vehicle	110.22	Per Hour

3. Delete Schedule 1: Procedures, Schedule 2: Cost Component Formula, and Schedule 3, Benchmarks, of Annexure "B", Rise and Fall Formula, and insert in lieu thereof the following:

SCHEDULE 1

PROCEDURES

1. Variations to the rates detailed in Annexure "A" shall be made by the Industrial Relations Commission of New South Wales upon application.
2. Variations shall be established by ascertaining the percentage change in the various cost components contained at Schedule 3, Benchmarks from the time the last variation of the rates was calculated to the specified Review Date:
 - 2.1 The Review Date shall be:
 - 1 June.
 - 2.2 If for any reason a relevant figure is not available or obtained at the Review Date the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figure at the Review Date and the figure used as calculated above.
 - 2.3 The latest available figures for each component will then be expressed as a percentage increase of the figure last used for that component in the previous rise and fall calculation.
 - 2.4 The Percentage Increase/Decrease calculated for each component is then to be applied to the percentage of total cost of that component to drive the new percentage of Total Cost figure.
 - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at 1 June. All rates for symbols F.F. and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.
 - 2.6 Following each application of the formula, the cost components shall be re-weighted to indicate the new percentage.
 - 2.7 If the non-labour cost components, excluding fuel, increase between adjustments to the extent that it causes an increase to the total rate of 3 percent or more, then an interim adjustment to the rates may be applied for and made.

3. The resulting percentage change shall be applied to all rates in Schedule 1 of Annexure "A" hereto.
4. A variation to the rates shall not be retrospective in operation.
5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the Review Date), provided that principal contractors have sufficient time to give appropriate notice to their customers.
6. The parties shall confer with a view to reaching agreement on any application for adjustment to the rates.
7. Cost Recovery for variations in the Price of fuel:
 - (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
 - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is below or above any minimum threshold amount; and
 - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.
 - (4) The fuel index, reflecting current rates is 115.27 cents. This is exclusive of GST.

SCHEDULE 2

COST COMPONENT FORMULA

Component	New weighting
Wages inc Maintenance Labour	34.80250
Fuel and Oil	20.18984
Repair Parts	12.55965
Tyres	4.26030
Depreciation	9.75587

Registration	3.09114
Other Fixed Costs	15.34069
TOTAL	100

SCHEDULE 3

BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Transport Industry - Quarried Materials State Award - Grade 2, Vehicle Class 3, Certified	\$646.70	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	Australian Institute of Petroleum, per litre of Diesel NSW State average, excluding GST	115.27 cents per litre (126.8 cents per litre less 1/11th GST)	http://www.aip.com.au/pricing/retail/diesel/.index.htm
Repair parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	163.2	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2009
Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicle parts and accessories	139.6	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2009
Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicles	96.6	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2009

Registration	Registration and Green Slip (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonnes	Registration = \$1088.00 made up of: \$52 Rego \$859 Road Usage Charge (No GST) \$177 Heavy Vehicle Inspections (including GST) Green Slip = \$3660 Total = \$4748	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	165.6	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2009

4. This variation shall take effect from the first pay period to commence on or after 13 July 2009.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C7160

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/25 - Welfare Rights Centre Ltd Enterprise Agreement 2008****Made Between:** Welfare Rights Centre Ltd -&- the Australian Services Union of N.S.W..**New/Variation:** Replaces EA05/329.**Approval and Commencement Date:** Approved and commenced 20 July 2009.**Description of Employees:** The agreement applies to all employees employed by Welfare Rights Centre, located at 102/55 Holt Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employees (State) Award.**Nominal Term:** 5 Months.**EA09/26 - St Vincent's Private Hospital Nurses' Enterprise Agreement 2009****Made Between:** St Vincent's Private Hospital -&- the New South Wales Nurses' Association.**New/Variation:** Replaces EA05/214.**Approval and Commencement Date:** Approved and commenced 9 July 2009.**Description of Employees:** The agreement applies to all employees employed by St Vincent's Private Hospital Darlinghurst, located at 406, Victoria Street, Darlinghurst NSW 2010, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.**Nominal Term:** 24 Months.**EA09/27 - Sutherland Shire Council Waste Services (Domestic Collection Employees) Agreement 2009****Made Between:** Sutherland Hospital -&- the Transport Workers' Union of New South Wales.**New/Variation:** Replaces EA06/103.**Approval and Commencement Date:** Approved 27 July 2009 and commenced 1 January 2009.**Description of Employees:** The agreement applies to all employees employed by Sutherland Shire Council located at Eton Street, Sutherland NSW 2232, who are engaged in the domestic waste collection duties of the Council's Waste Services, who fall within the coverage of the Local Government (State) Award 2004.**Nominal Term:** 24 Months.

EA09/28 - Electro Skill Operation Instructors Agreement 2009

Made Between: Electro Skills -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 12 August 2009 and commenced 1 January 2009.

Description of Employees: The agreement applies to all Teachers/Instructors/Head Instructors and related employees in the classifications which are set out in Schedule 1, employed by the the Australian Electrotechnology Industry Training Centre Ltd, Electrical Trades Union of Australia, NSW Branch, located at 23-27 Marquet Street, Rhodes, NSW 2138, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C7163

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA09/5 - Wollongong City Council Contract Carriers Agreement

Made Between: Wollongong City Council -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 5 June 2009 and commenced 1 July 2008.

Description of Employees: The agreement applies to all contract carriers employed by Wollongong City Council, located at 41 Burelli Street, Wollongong, who fall within the coverage of the Transport Industries - Excavated Materials, Contract Determination.

Nominal Term: 12 Months.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(ROIRC)</i>	—	<i>Order following Review by Industrial Relations Commission.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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