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INDUSTRIAL GAZETTE

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ALLIED INDUSTRIAL SERVICES PTY LTD (STATE) CONSENT ENTERPRISE AWARD 2006

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.

(No. IRC 1693 of 2006)

Before Commissioner Cambridge

23 March 2006

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2. Area and Incidence

This Award shall be known as the Allied Industrial Services Pty Ltd (State) Consent Enterprise Award 2006. It shall apply to all Industrial Division employees of Allied Industrial Services Pty Ltd (AIS) in NSW who perform labouring, trades and maintenance work (as defined herein) as directed by the company. The Parties have considered the matters required by Section 19 of the Act and have complied with those requirements.

This award rescinds and replaces the Allied Plant Services Pty Ltd (State) Consent Enterprise Award, published 7 October 2005 (354 I.G. 249).

3. Term of Award

This Award shall take effect on 20 January 2006 and shall remain in force until 19 January 2009.

4. Objectives of Award

The Partners to this Award (meaning the union, AIS and its' employees) have jointly developed the Award conditions and are committed to providing a 365 days per year, 24 hours per day service delivery to AIS customers.

5. Intent

This Award is designed to enable the Partners to work together in a cooperative manner, in an environment of honesty and mutual respect to achieve the highest work performance. The Company and its employees will identify, action and implement ideas that provide benefits for the business.

6. Code of Ethics

AIS Company Policies include a minimum standard of behaviour expected of all Company employees. The basis for our survival depends on how people behave and interact with one another. This includes our customers, the public and the community.

7. Self Direction

The Partners support and promote the principle of Self-Direction in the workplace. Self Direction is where employees work together to improve their operations, handle day to day issues, and plan and control their work, managing many of the tasks and activities that supervision or management used to manage. Employees are involved in work quality planning.

8. Continuous Improvement and Innovation

The Partners to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees are required to contribute not only through effort but also through good ideas and participation in new initiatives.

9. Occupational Health & Safety & Environment

The need to create and maintain a safe working environment is a priority for the Partners to this Award.

10. Training and Development

Training will be identified and assessed by the Company on a case by case basis and tailored to meet the individual employee and Company needs. Where practical employees will be offered the opportunity to apply for vacancies within the Company prior to external recruitment occurring.

11. Leadership Responsibility

All Company employees have leadership responsibilities.

12. Equal Employment Opportunity

The Partners agree to comply with and promote the principles of equal opportunity legislation.

13. Anti-Discrimination

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

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

NOTES:

- (1) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

14. Probation

The continued employment of all new employees (other than a casual employee) will be subject to the satisfactory completion of a twelve- (12) week on the job probationary period. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee, provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice consistent with the provisions of the Workplace Relations Act or payment in lieu thereof.

15. Drug and Alcohol Policy

It is the policy of AIS to provide a workplace, which is free from hazards associated with drugs and alcohol.

The AIS Drug and Alcohol Policy includes a confidential referral service provided by AIS for employees who have difficulty complying with this Policy. Details of this service will be made available from the Company, or via the employee's own Medical Practitioner.

16. Alternative Arrangements

The Partners to this award may, through consultation, mutually agree in writing to enter into alternative employment arrangements to this award, which shall prevail over this agreement.

17. Classifications

Movement between classifications is at the sole discretion of the Company, requires formal notice and is dependent on:

Training being completed successfully

The demonstrated ability to perform the requisite number of task Groups/activities.

The requirements of the business

The duties listed herein are not exhaustive, the employees recognising that they are indicative of the skills and responsibilities relevant to their classification.

(a) Multi-skilled Serviceperson Level 1 (MSP1)

This is a person, competent, willing and able to perform any 3 of the following duties:

- (1) Labouring (using shovels, brooms, vacuums and water hoses, electric tools, etc.);
- (2) Operating skid steer loader
- (3) Operating small ride-on sweeper;
- (4) Operating jet blast equipment;
- (5) Operating compressor and air tools;
- (6) Grouting;
- (7) Operating Sludge Guzzler or similar pump equipment;
- (8) Grit Blasting or similar equipment;
- (9) Traffic Control.

(b) Multi-skilled serviceperson Level 2 (MSP2)

This is a MSP1 person competent, willing and able to perform without direct supervision a minimum of three of the following task groups/activities

1. Basic High pressure water blasting operation;
2. Road Sweeper and truck/Hiab driving/operation;
3. Equipment operation including but not limited to Cranes, crane chasing, excavators, forklifts, EWPsloaders etc.
4. 4Basic Industrial Vacuum Loader operation;
5. Confined Space Standby and gas watching;
6. Ultrasonic operation;
7. ATW Service providers;
8. Assist with and develop procedures and JSAs;

9. First Aid Certificate.

Employees in this classification are required to provide on the job training for other AIS employees and complete daily equipment checks

- (c) Multi-skilled serviceperson Level 3 (MSP3)

This is a MSP2 person competent, willing and able to perform a minimum of two of the following task groups/activities:

1. Crew leader-
2. Crew leader-High pressure water blasting driving/operation;
3. Crew leader-Industrial Vacuum Loader driving/operation;
4. Specialised demolition equipment operation eg. (Slageater/Brokk/KT 21, Track rig operation);
5. Perform daily checks,basic fault finding and repairs;
6. Demonstrate strong leadership skills/qualities including IR/HR, customer service/sales and supervision skills.

- (d) Multi-skilled serviceperson Level 4 (MSP4)

This is an MSP3 Employee, competent, willing able and requested to perform all of the following task groups/acivities:

1. Estimating and quoting;
2. Preparation and processing of project documentation;
3. Relief Team Leader role.

- (e) Tradesperson Level 5 (MSP5)

This is a Tradesperson in possession of a trade certificate engaged in maintenance and service of plant and equipment and who, in the performance of work:

1. Utilises mechanical, welding, hydraulic, pneumatic and electrical knowledge and associated skills;
2. Utilises First aid certificate skills.

- (f) Tradesperson Level 6 (MSP6)

This is a Tradesperson Level 5 in possession of post Trade Certificates, qualifications or experience assessed as willing and able to:

1. Utilise mechanical, welding, hydraulic, pneumatic and electrical knowledge and associated skills;
2. Utilise diagnostic skills;
3. Assists with and develop procedures and JSAs;
4. Utilise First Aid Certificate skills;
5. Provide on the job training for other AIS employees ;

6. Demonstrate strong leadership skills/qualities including IR/HR, customer service/sales and supervision skills;
7. Participate in an "on call "roster system devised by AIS and as follows:

AIS will provide 4 hours work on a public holiday if requested by the relevant Tradesperson "on call".

AIS will at times provide a vehicle in order that the person may perform specific Company duties. The vehicle may be housed overnight at their residence provided it is secured and is not required by the Company.

- (g) Tradesperson Level 7 (MSP7)

This is a MSP6 employee who, from time to time and at the sole discretion of AIS, has been appointed to the position as described in relevant AIS Position Specification Duties and skills include:

1. Strong leadership;
2. IR/HR;
3. Customer service/sales;
4. Planning and supervision;
5. Relieving duties.

AIS will at times provide a vehicle in order that the person may perform specific Company duties. The vehicle may be housed overnight at their residence provided it is secured and is not required by the Company.

An employee classified as an Area Coordinator will be paid an all-purpose allowance of \$60.00 per week (refer Cl 18). Any payment in excess of \$60.00 is at the sole discretion of the company.

18. Wages

The rates of pay listed herein include allowances for enterprise flexibility and anticipated CPI increases over the period of the agreement:

	20-Jan-06		20-Jan-07		20-Jan-08	
	per week	per hour	Per week	per hour	per week	per hour
Multiskilled Serviceperson						
MSP1	716.01	18.84	748.23	19.69	778.16	20.48
MSP2	827.98	21.79	865.25	22.77	899.86	23.68
MSP3	867.73	22.83	906.78	23.86	943.05	24.82
MSP4	998.94	26.29	1043.89	27.47	1085.65	28.57
Tradesperson						
MSP5	812.07	21.37	848.62	22.33	882.56	23.22
MSP6	929.14	24.45	970.95	25.55	1009.79	26.57
MSP7	998.94	26.29	1,043.89	27.47	1085.65	28.57

19. Allowances

The following allowances are included in the wage rates as defined in Clause 18 and are payable for all purposes of the Award unless otherwise noted:

(a) Leading Hand Allowance

Is paid in the expectation that, and conditional upon, all employees performing their duties as expected of a Leading Hand.

(b) Industry Allowance (\$37.36)

Is paid as compensation for the particular disabilities and lack of usual amenities experienced in on-site work.

This allowance is paid in lieu of any other special rates provided that it shall not be paid on annual leave and long service leave.

(c) Higher Duties Allowance

An employee working in a temporary capacity will be paid a higher duties allowance representing the difference between the relevant classifications as noted in WAGES Clause 18. Any such request will be formally made and will therefore need to be in writing for the employee to be paid the allowance for any work they perform at the higher classification.

(d) Tool Allowance (\$12.12)

Is paid for a Tradesman (MSP 5,6,7) to supply and maintain tools ordinarily required in the performance of his/her work.

The following allowances are not included in the wage rates as defined in Clause 18 and are not payable for all purposes of the Award:

(e) Travel allowance and Travelling Arrangements

- i. Upon commencement of employment AIS will nominate an employee's depot for the purposes of reporting for duty. This may be varied provided a minimum of five days notice is given by AIS.
- ii. An employee directed to report for duty at a work site within Bluescope Steel at Port Kembla, shall be paid a BHP vehicle allowance of \$5 per day if they have been asked by their supervisor to drive their own vehicle to such worksite and they agree to that request.
- iii. Where the employee uses their own vehicle at the request of AIS, such vehicle expenses shall be reimbursed at the rate of 60.0 cents per kilometre.

(f) Distant Sites (Living Away From Home Allowance) (where applicable)

For the purpose of this clause a "distant site" is one where the location of the work is such that because of its distance or because of the travelling facilities available to and from the location, it is necessary for an employee to live and sleep at some place other than their usual place of residence.

When an employee is sent, other than at their own request, to work at a distant site, as defined in this subclause, the employer may elect to:

- i. Provide the employee with reasonable board and lodging (one person per room unless otherwise agreed) in a well-kept establishment with a single allowance for total meals of \$55.00 per day. In exceptional circumstances the Company will agree to reimburse reasonable additional meal costs upon presentation of receipts, or
- ii. Pay the employee an allowance of \$364.61 per seven-day week but such allowance shall not be wages. In the case of broken parts of the week occurring the allowance shall be \$72.92 per day.

(g) Clothing and Footwear Issue

AIS will issue a total of Five sets of work clothes (overalls or shirt/trouser combination) upon successful completion of a 12 week probationary period and 3 sets annually thereafter in June. The clothing is to be maintained in a clean and presentable standard and is supplied solely for use on company business. It is expected to be worn at all times when on AIS business and will be replaced on a fair wear and tear basis upon return to the company.

AIS will pay \$156.75 as an allowance annually on the anniversary date of the EBA each year for the employee to purchase two pairs of safety footwear. A winter jacket or jumpers to the equivalent value will be issued every second year subject to AIS' performance against budgeted performance relating to personal protective equipment (PPE).

20. Provision of Additional Tools

AIS shall provide tradespeople with all necessary power tools, special purpose tools and precision measuring instruments for use on Company business.

A Tradesperson shall replace or pay for any such tools or equipment lost or damaged through employee negligence.

21. Payment of Wages

The pay week shall start and finish at 7.20am Sunday. Wages shall be paid directly into employees' accounts (up to two accounts) at a bank or Credit Union by Electronic Funds Transfer. This payment shall be made into the employee's bank on the Thursday following the finish of the pay week provided the employee has lodged his timesheet with AIS by 3.20pm on the Monday immediately after the finish of the pay week. AIS will endeavour to make pay dockets available to the employee at his nominated place of employment by close of business by the Wednesday immediately after the finish of the pay week.

22. Contract of Employment

(a) Weekly Employment

Except as provided elsewhere in this clause employment shall be by the week. Any employee not specifically engaged as a casual or flexible hire employee shall be deemed to be employed by the week.

(b) Flexible Hire Employment

(i) At the discretion of AIS, Employees may be specifically engaged under this clause as flexible hire employees which shall mean persons engaged to work on, and be paid for, the days required by AIS.

(ii) A flexible hire employee shall be entitled to a minimum of four hours of work for every day they are required by AIS to report for work and provided they have confirmed the day before that they were required. In the event that a flexible hire employee is discharged for misconduct or is absent from work, or commences work late (except where otherwise provided herein) they shall be paid only for time actually worked.

(iii) An employee may be given 1 months notice of reclassification from Flexible Hire Employment to Weekly Employment.

A loading of 5% on the weekly base rate shall be paid to flexible hire employees as compensation for this pattern of employment.

(c) Casual Employment

(i) Employees may be specifically engaged by the hour as casual employees under this subclause.

(ii) A casual employee for working ordinary time shall be paid per hour one thirty eighth of the appropriate weekly base rate, plus 20 per cent loading, in addition to other appropriate allowances provided for by this Award, but such loading shall not form part of the ordinary remuneration for the purposes of the *Annual Holidays Act 1944* and the *Long Service Leave Act 1955*.

(iii) Casual employees shall be engaged for a minimum period of four hours.

(d) Standing Down of Employees

Notwithstanding anything elsewhere contained in this award, AIS shall have the right to deduct payment for any day or part thereof, during which an employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which AIS cannot reasonably be held responsible.

(e) Abandonment of Employment

(i) The absence of an employee from work for a continuous period exceeding three working days without the consent of AIS and without notification to AIS shall be prima facie evidence that the employee has abandoned their employment.

(ii) Provided that if within a period of seven days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of AIS that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned their employment.

(iii) Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to AIS, whichever is the later.

(f) Time Keeping - Late Comers

Notwithstanding anything elsewhere contained in this award, periods of 15 minute increments shall be used by AIS for both time keeping for late comers and for the calculation of overtime.

(g) Absence from Duty

(i) An employee not attending for duty as required shall lose pay for the actual time of such non-attendance.

(i) Any employee absent from work on either authorised or unauthorised leave will notify AIS of their intention to return to work the day prior to such return. An employee who fails to notify AIS of their intention to return to work the day prior to such return shall not be paid for that day if they report for work and a replacement has already been arranged.

(h) Termination of Employment

(i) Notice of Termination by Employer

(1) In order to terminate the employment of a weekly or flexible hire employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year - up to completion of 3 years	2 weeks
3 years - up to completion of 5 years	3 weeks
5 years and over	4 weeks

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

- (2) Payment in lieu of the notice prescribed in sub-paragraph (1) hereof 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.
- (3) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.
- (4) The period of notice in this clause shall not apply in the case of dismissal for 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 specific task or tasks.
- (5) A weekly or flexible hire employee subject to summary dismissal (without having been subject to the disciplinary procedure in this Award) shall be afforded at least 48 hours notice of such dismissal at the rate otherwise received to allow discussions to proceed on the matter. Such notice may be served off work if the employer so directs and shall be without prejudice to the merits of the employer's or employee's position on the dismissal. In the case of flexible hire employees, they shall be paid for any pre-arranged working time falling within the 48 hours.
- (6) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act 1944*.

(ii) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of AIS.

If an employee fails to give notice, AIS shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

(iii) Time Off During Notice Period

Where AIS has given notice of termination to a weekly employee, the employee shall be allowed time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer and will be offset against the employee termination entitlements.

(iv) Statement of Employment

AIS shall, upon receipt of a request from a weekly or flexible hire employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

23. Employees' Duties

It is a term and condition of employment that employees shall only become entitled to payment of the wage prescribed herein if they abide by the provisions of their contract of employment, this document and the following specific provisions: -

- (a) Be ready, willing and able to perform such work, including shift work and overtime, as AIS shall require on the days and during the hours necessary for AIS to best meet their contractual and operational requirements; and

- (b) Recognise the requirement of AIS to have an appropriate mix of classifications and skills during any hours of work; and
- (c) Use any technology and safely perform any duties which are within the limits of the employee's skill, competence and training; and
- (d) Work safely as a member of a team and take responsibility for all aspects of the job including all necessary recording and customer liaison; and
- (e) Show commitment to, and cooperate in, measures designed to minimise the costs of protective clothing, tools, maintenance, consumables, costs generally, and
- (f) Co-operate with the Company in implementing occupational health, safety and rehabilitation policies and programs and thereby contribute to the provision of a safe workplace and lower workers compensation/rehabilitation costs, and
- (g) To pro-actively identify and participate in programs designed to:
 - Increase the opportunities to AIS and its employees,
 - Reduce costs.

24. Hours of Work

The ordinary hours of work shall be 38 hours per week, 8 hours a day averaged over a 19 day four week cycle. Ordinary hours shall be worked at the discretion of AIS between 6.00am and 6.00pm Monday to Friday. The ordinary hours of work shall be worked continuously except for prescribed breaks. Different employees may be working different hours within this spread on any given weekday.

Employees shall be entitled to a paid 10 minute morning break and an unpaid 30 minute lunch break each weekday, taken at a time to suit the day's work, provided that two breaks shall be taken each day and no employee shall be required to work for more than 5 hours without a break.

25. Rostered Days Off

Rostered Days Off (RDO) accrued under this clause shall be taken on days agreed to by AIS and the employee concerned. RDO's may be accumulated up to a maximum of 20 days. Employees may be directed to use any day or days accumulated in excess of 5 days as an RDO provided notice is given to the employee the previous day.

26. Shift Work

For the purposes of this clause:

"Shiftwork" means shiftwork scheduled for five consecutive workdays or more.

"Afternoon Shift" means any eight-hour shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any eight-hour shift finishing subsequent to midnight and at or before 8.00am.

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work and may be up to 12 hours. Any hours worked in excess of 8 hours will be paid as overtime.

- (a) Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(b) Variation of Shifts

The time of commencing and finishing shifts once having been determined may be varied by agreement between AIS and the majority of employees concerned to suit the circumstances of the establishment or, in the absence of agreement, by 24 hours notice of alteration given by AIS to the employees.

(c) Allowances - Afternoon or Night Shift

(i) A shift worker, whilst on afternoon shift, shall be paid for such shift 30 per cent more than his ordinary rate for the first 8 hours worked each day. All hours worked in excess of the first 8 hours shall be paid as overtime.

(ii) A shift worker, whilst on night shift, shall be paid for such shift 50 per cent more than his ordinary rate for the first 8 hours worked each day. All hours worked in excess of the first 8 hours shall be paid as overtime.

27. Overtime

(a) Overtime

For all work done outside ordinary hours other than on a rostered shift, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work. For the purposes of this clause ordinary hours shall mean the hours fixed in accordance with relevant clauses within this award.

AIS may require any employee to work reasonable overtime (to meet the requirements of the business), at overtime rates and such employee shall work overtime in accordance with such requirement. The assignment of overtime by AIS to an employee or subcontractor shall be at the discretion of AIS and based on specific work requirements. The practice of "one in, all in" overtime shall not apply.

(b) Rest Period after Overtime

When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that the employees have at least eight consecutive hours off duty between the work of successive days. Where this results in the employee commencing the next ordinary day or shift late it shall be without loss of ordinary time pay.

An employee who is requested to commence work without having had eight hours off duty shall be paid double time for time worked until given an eight-hour break.

Notwithstanding this eight hour break entitlement, an employee who does not have a ten hour break shall, by way of compensation, be paid, at a flat rate calculated as the all purpose rate for a MSP 2 person/38 x 1.5 x 2.

(c) Call Back

An employee recalled to work overtime after leaving work shall normally be paid for a minimum of four hours work at the appropriate rate for each time recalled. However, an employee who has been recalled, if recalled again on a subsequent occasion within the four hour period, shall receive a four hour minimum payment for the subsequent call out, but the earlier call out payment shall not extend beyond the point of the subsequent call out commencing.

This subclause shall not apply where overtime is continuous with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause (b) of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

(d) Overtime Meal Breaks

An employee who works at least one and a half hours and no more than four hours overtime straight after working ordinary hours shall be allowed a meal break of 20 minutes without loss of pay, to be taken during that period at a time to suit work in hand.

Where such overtime exceeds four hours but is no more than eight hours (including meal breaks), the above break shall be taken as well as a further 20 minute meal break, taken without loss of pay, between the fourth and sixth hour of overtime.

(e) Meal Allowance

An employee required to work for at least one and a half hours overtime and who was not notified at least 16 hours prior to such overtime, shall be paid a meal allowance of \$10.00 for each meal break entitlement under subclause (d) during the period of overtime.

28. Holidays and Weekend Work

(a) Public Holidays

An employee, other than a casual employee, shall be entitled to public holidays as follows:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday (see subclause (b))
- Easter Monday
- Anzac Day
- Queen's Birthday
- Eight Hour Day or Labour Day
- Steel Industry Picnic Day
- Christmas Day
- Boxing Day

or such other day as is proclaimed in a locality as a substitute for any of the said days respectively.

Where additional days are proclaimed as public holidays for employers in that locality, employees covered by this Award who are employed in that locality shall be entitled to such additional public holidays.

Any of the above listed public holidays may be substituted for another day by agreement between AIS and an employee and in such a case the original day shall be an ordinary working day for that employee.

(b) Public Holidays not worked

All employees shall be entitled to take public holidays without loss of pay.

Provided that this subclause means where a public holiday falls on a weekend and no alternative weekday is proclaimed (eg Easter Saturday), an employee shall not be entitled to any payment in respect of that holiday unless hours are worked on the holiday.

(c) Public Holidays Worked

All work performed on public holidays shall be paid at the rate of double time and a half.

(d) Holidays - Absence on Working Day Before or After

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of AIS, the employee shall not be entitled to payment for such holiday.

(e) Weekend Work

For all work performed on a Saturday an employee shall be paid at the overtime rates prescribed in this award except work commencing night shift to be paid at Sunday overtime rates All Sunday work will be paid at double ordinary time rates of pay except work commencing from night shift to be paid at the overtime rates prescribed in this award for Monday work.

(f) Minimum Payment

Employees required to work on a Saturday, Sunday or public holiday shall be afforded at least four hours work or paid for four hours work at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

29. Sick Leave

(a) An employee, other than a casual employee (as defined) who is absent from work on account of personal illness, or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

(i) Within 8 hours of the commencement of such absence, they must inform AIS of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(ii) The employee shall satisfy AIS that the employee was unable on account of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

(iii) All employees shall accrue sick leave on a pro rata basis to be based on normal time hours worked and approved leave time taken up to a maximum of 10 days per year.

(b) An employee, who has had two single days sick leave absence in one year, must produce a doctor's certificate for any further single day absences in the year. This provision does not limit the right of AIS to be satisfied of an employee's sickness on any sick leave claimed in accordance with paragraph (a)(ii) above, including the first two single days absence each year.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iii) hereof, which has in any year, not been allowed to an employee by AIS as paid sick leave, may be claimed by the employee and subject to the conditions herein before prescribed shall be allowed by AIS in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of twelve years, but for no longer, from the end of the year in which it accrues.

State Personal/Carers Leave Case - August 1996. Refer Legislation.

30. Income Protection Insurance

Employees engaged to work under this Award will be provided with Income Protection Insurance subject to the following:

(i) A qualifying period of 14 days will apply to all Employees; and

(ii) The Employee will be entitled to insurance coverage as dictated by qualifications and exemptions detailed in the insurance policy; and

(iii) The insurance cover and benefits payable will be applied to a maximum of 75% of the Employees base wage (Clause 18) for a maximum period of up to 2 years.

AIS will contribute up to 1.25% of an Employees base wage to an income insurance plan, subject to the following:

1. in the event that the claims experience requires a review of the insurance plan, the adjustment will be made to the plan and not to the insurance premium paid/payable by AIS.
2. Anyone accessing the insurance plan agrees to participate in the rehabilitation program, which includes assessment by an AIS nominated medical services provider and the acceptance and implementation of that assessment.
3. Other than administration issues and disputes the Employee will liase directly with the insurance provider and will resolve their own issues directly with the provider.

31. Disciplinary Procedure

The objectives of this procedure are to promote improvement in individual performance where necessary through consultation, cooperation and discussion.

The following four stage counselling procedure shall apply at AIS: -

- i. Counselling
- ii. First Written Warning
- iii. Final Written Warning
- iv. Termination

(a) Counselling

Counselling for minor breaches of duty by an employee, or breaches of AIS standards by an employee, will be handled by the immediate supervisor. Counselling sessions will be conducted in private and include a clear explanation of the problem, why it is a problem and what is expected in the future. A record of the counselling session will be made as a diary note by the counsellor. Employees may be referred to outside agencies for additional/specialist counselling.

(b) First Written Warning

First warnings for serious and/or recurring infractions will be handled by the immediate supervisor or relevant manager. First warnings will include a full opportunity for the employee and AIS to explain their respective positions and a discussion on what is expected in the future. The employee is entitled to be represented at the warning interview.

(c) Final Written Warning

Final warnings for serious and/or recurring behaviour of an unacceptable kind will be handled by either the immediate supervisor or senior management. Final warnings will include a full opportunity for the employee and AIS to explain their respective positions and a statement of the sort of behaviour required in the future. Final warnings are notice to an employee that further behaviour of an unacceptable kind will lead to termination. The employee is entitled to be represented at the warning interview.

Note: All formal warnings (first and final) will be formally recorded by the person conducting the interview, signed by the employee concerned (if agreed) and by a witness. A copy will be provided to the employee concerned and a copy kept on their personnel file.

(d) Termination

Termination of employment in accordance with this procedure may occur, after a careful investigation of all the facts, either with or without notice depending on the severity of the offence

32. Disputes Settlement Procedure

The objectives of this procedure are:

To promote the resolution of disputes by measures through consultation, cooperation and discussion,

To eliminate industrial confrontation and

To eliminate interruptions to or stoppages of work resulting in lost wages and production.

To identify and resolve issues, problems, questions, disputes, difficulties or concerns at all times at the local level i.e. between the relevant personnel and the immediate team leader/supervisor

The Partners agree that if the need arises to activate this procedure that other AIS business units other than BSL will not be affected by issues that are in dispute.

The Employees will continue to perform tasks that the client/s deem critical or of an essential nature, such as but not limited to:

- (a) Redler Environmental vacuuming;
- (b) Road Sweepers Environmental
- (c) Standby and safety persons
- (d) Liebherr operation

It is agreed that AIS activities on the BSL site are of an essential nature and interruptions will affect both the AIS business as a whole and also the employment security and opportunities for the employees. As a result the following four-stage procedure for avoiding industrial disputes shall apply at Allied Industrial Services.

- (a) Discussions between the employee/s concerned and the team leader and/or supervisor. If this does not resolve the dispute then;
- (b) Discussions involving the employee/s concerned, their nominated representative and more senior management. If this does not resolve the dispute then;
- (c) Discussions involving the nominated employee representative, senior management, and a representative from the union. If this does not resolve the dispute, then;
- (d) Referral of the matter to the NSW Industrial Relations Commission.

There shall be a commitment by the parties to adhere to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts shall be clearly identified and documented.

Sensible time limits shall be allowed for the completion of the various stages of the discussion. If the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

While this procedure is being followed normal safe work will continue and the parties will eliminate stoppages of work, lockouts or any other bans or limitations on the performance of work as AIS activities are of an essential nature.

33. Jury Service

A weekly or flexible hire employee required to attend for jury service during ordinary working hours shall be reimbursed by AIS an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages they would have received in respect of the ordinary time, the employee would have worked had they not been on jury service.

An employee shall notify AIS as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide to AIS proof of attendance, the duration of such attendance, and the amount received in respect thereof.

34. Redundancy

(a) Discussion Before Terminations

- i. Where AIS has made a definite decision that it no longer wishes the job a flexible hire or weekly employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment of 15 or more persons, AIS shall hold discussions with the employees directly affected and with their union.
- ii. The discussions shall take place as soon as is practicable after AIS has made a definite decision consistent with paragraph (a)(i) hereof 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 terminations on the employees concerned.
- iii. For the purposes of the discussion AIS 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. AIS shall not be required to disclose confidential information the disclosure of which would be against AIS's commercial interest.

(b) Transfer to Lower Paid Duties

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

(c) Severance Pay

In addition to the period of notice prescribed for ordinary termination an employee, other than a casual, whose employment is terminated for reasons set out in paragraph (a)(i) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

1 year or less	Nil
1 year - up to completion of 2 years	4 week's pay
2 years - up to completion of 3 years	7 week's pay
3 years - up to completion of 4 years	10 week's pay
4 years - up to completion of 5 years	12 week's pay
5 years - up to the completion of 6 years	14 week's pay
in excess of 6 years	20 week's pay

For all employees a weeks pay shall mean the average weekly working and approved leave time over the period of employment not being more than 38 hours per week

(d) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with AIS until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Alternative Employment

Where possible and practicable AIS will endeavour to assist redundant employees to obtain acceptable alternative employment.

(f) Time Off During Notice Period

Refer to this award.

(g) Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (a)(i) hereof, AIS shall notify in writing 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.

(h) Transmission of Business

AIS will comply with the relevant legislation with regard to Transmission of Business.

(i) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on AIS should be no more than to give relevant 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.

(j) Employees Exempted

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.

35. Annual Leave

(a) Refer *Annual Holidays Act 1944*.

(b) Annual Leave Loading of 17.5% shall be paid to weekly and flexible hire employees.

36. Long Service Leave

The provisions of the *Long Service Leave Act 1955* (NSW) shall apply. From the 1st January 2006 the AIS will commence accruing Long Service Leave benefits for Employees at the rate of 1.3 weeks accrual for each year of service thereafter. Any accrual up to and including 31 December 2005 will be at the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

37. Parental Leave

AIS will refer to the NSW *Industrial Relations Act 1996*.

38. Bereavement Leave

(a) An employee, on the death within Australia of their spouse, parent, brother, sister or child, shall be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two days of ordinary time work.

- (b) Proof of such death shall be furnished by the employee to the satisfaction of AIS. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purpose of this clause "spouse" shall include a person who lives with the employee as a de facto spouse, and "parent" and "child" shall include a step or foster parent or child.

39. 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 (iii)(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 29 - 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 employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this 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 and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the

employer by telephone of such absence at the first opportunity on the day of absence.

(b) 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 member of a class of person set out in (iii)(2) above who is ill.

(c) Annual Leave

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

(ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.

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

(d) Make-Up Time

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

(ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(e) Rostered Days Off

(i) An employee may elect, with the consent of the employer, to take a rostered day off at any time as agreed under Clause 23 Rostered Days Off.

(ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

40. Superannuation

As part of this Award, AIS shall make contributions to an approved superannuation fund which complies with the Superannuation Guarantee Charge Act and Regulations. AIS will make contributions on behalf of each eligible Employee as defined in the regulations. The level of AIS contributions will be as specified in the Superannuation Guarantee Charge Act and Regulations and as varied from time to time. All superannuation contributions will be based on a Employee's ordinary time earnings.

ADDITIONAL SUPERANNUATION CONTRIBUTIONS BY SALARY SACRIFICE

If a Employee wishes to make an additional contribution to their superannuation, the Employee may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis and have that amount remitted to their nominated superannuation fund. To do this, an Employee is required to notify AIS in writing and providing details and authorisation. When AIS has received this, then AIS will deduct the authorised amount from the Employee's pay and remit it to their superannuation fund.

CO- CONTRIBUTIONS

The option for a co-contribution arrangement for superannuation will be available at the election of the Employee from 1 July 2005.

From 1 July 2005 where an Employee makes a minimum 3% voluntary contribution, then AIS will contribute an additional 1% making a total AIS contribution of 10%.

From 1 July 2006, again at the Employee's election. The Employee may make a further contribution of 1% (4% total), then AIS would increase its contribution by 1% making a total AIS contribution of 11%.

If the Employee elects to make a further contribution of 1% (5% total), then AIS would increase its contribution by 1% making a total AIS contribution of 12%.

The table below sets out what the superannuation contribution will be if the Employee elects to make an additional salary sacrifice contribution to their superannuation:

From	Employee Contribution	AIS Statutory contribution	AIS Additional contribution	Total Contribution
1 July 2005	3%	9%	1%	13%
1 July 2006	4%	9%	2%	15%
Thereafter	5%	9%	3%	17%

41. No Extra Claims

This Award is made in full and final settlement of all claims with respect to wages and conditions of employment at AIS and the parties to this Award shall not pursue any extra claims with respect to wages or conditions of employment for the life of this Award.

42. Minimum Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to a minimum wage for adults of \$431.40 per week.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(264)

SERIAL C4345

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Department of Education and Training.

(No. IRC 6697 of 2005)

Before Commissioner Macdonald

17 January 2006

AWARD

1. Arrangement

Clause No.	Subject Matter
16.	Allocation of Duties in High Schools
5.	Allowances
18.	Alternative Work Organisation
34.	Anti-discrimination
36.	Area, Incidence and Duration
13.	Assessment and Reporting and Quality of Educational Outcomes
21.	Calculation of Service
23.	Casual Teachers
12.	Compensation for Travel on Department Business
4.	Deduction of Union Membership Fees
11.	Deferred Salary Scheme
2.	Dictionary
32.	Dispute Resolution Procedures
27.	Duties as Directed
35.	Goods and Services Tax
30.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
9.	Initial Appointments
26.	Multi-skilling
33.	No Further Claims
29.	Other Part Time Rates of Pay
20.	Qualifications, Recruitment and Training
24.	Relief in PP6 or Teacher in Charge Grade One Positions
3.	Salaries
8.	Salary Packaging
6.	Salary Progression and Maintenance
28.	School Certificate Tests Supervision
19.	Teachers Appointed to More than One School
	Teacher Quality
14.	Teacher Performance Management
31.	Teachers in Residential Agricultural High Schools – Special Conditions
10.	Teaching in More Than One Location
15.	Teaching Hours for Years 11 and 12
17.	Teaching Outside Normal School Hours
22.	Temporary Teachers
25.	Training and Development

SCHEDULES

- Schedule 1 - Common Incremental Salary Scale
- Schedule 2 – Allowances
- Schedule 3 - Locality Allowances
- Schedule 4 - Salaries - Teachers In Charge of Environmental Education Centres and Hospital Schools
- Schedule 5 - Salaries - Promotion Classifications in the Teaching Service
- Schedule 6 - Primary/Secondary Alignment
- Schedule 7 - Rates of Pay - Casual Teachers
- Schedule 8 - Other Part time Rates of Pay
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools

2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.6 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.7 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.8 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.9 "Department" means the Department of Education and Training.
- 2.10 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.11 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.12 "Director-General" means the Director-General of Education and Training.
- 2.13 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that

- distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.14 "District" means a group of schools.
- 2.15 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.16 "Education Officer " means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.17 "Employee" means a person employed in a classification covered by this award by the Director-General or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.18 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.19 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.20 "Federation" means the New South Wales Teachers Federation.
- 2.21 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.22 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.22.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
 - 2.22.2 completed a four year teacher education degree from a higher education institution; or
 - 2.22.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.23 "General Secretary" means the General Secretary of the Federation.
- 2.24 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.25 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.26 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:

- 2.26.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.26.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.26.2 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.27 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.28 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.29 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.30 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.31 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.32 "Parties" means the Department and the Federation.
- 2.33 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.34 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.35 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.36 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.37 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.38 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Director-General and are established under the *Education Act 1990* to provide education for students with disabilities as listed in subclause 2.48.
- 2.39 "Senior Assistant" means a two or three year trained teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.40 "Service" means continuous service, unless otherwise specified in the award.
- 2.41 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).

- 2.42 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the *Teaching Service Act* 1980 and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.43 "Teacher in Charge Environmental Education Centre" means a teacher in charge of an environmental education centre.
- 2.44 "Teacher in Charge Hospital School" means a teacher in charge of a hospital school at which a principal has not been appointed.
- 2.45 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.46 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.47 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.48 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.48.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.48.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.49 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.50 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.51 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.52 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the *Teaching Service Act* 1980.
- 2.53 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.54 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.55 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.56 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 5, 6, 7 and 8. Salaries under this award incorporate the following increases for the first pay period commencing on or after the specified date.
- 3.1.1 For teachers up to/including step 12, an increase of 3% from 1 January 2006, an additional increase of 3% from 1 January 2007 and a further increase of 3% from 1 January 2008.
- 3.1.2 For teachers on step 13, an increase of 4.5% from 1 January 2006, an additional increase of 4.5% from 1 January 2007 and a further increase of 4% from 1 January 2008.
- 3.1.3 For promotions positions, an increase of 4% from 1 January 2006, an additional increase of 4% from 1 January 2007 and a further increase of 4% from 1 January 2008.
- 3.1.4 Additional salary increases will be available to some school executive positions from the first pay period commencing on or after 1 July 2008 as follows:
- (i) the salary payable to an Assistant Principal, a PP6 and a Teacher in Charge Grade 1 will be aligned to the applicable salary payable to a Head Teacher at that date; and
 - (ii) the salary payable to a Deputy Principal (Primary) and a PP5 will be aligned to the applicable salary payable to a Deputy Principal (Secondary) at that date.
 - (iii) the salary payable to a Teacher in Charge Grade 2 will be as shown in Schedule 6.
- 3.2 Allowances under this award will be increased by 4% each year from the first pay period commencing on or after 1 January 2006, 1 January 2007 and 1 January 2008.
- 3.3 Subject to the provisions of the *Teaching Service Act* 1980 and the regulations made thereunder and to satisfy the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 6.

Classification	Schedule
Teachers, education officers, home school liaison officers, Aboriginal student liaison officers, counsellors	Schedule 1
Teachers in charge of environmental education centres and hospital schools.	Schedule 4
Promotion classifications in schools and non school based Teaching Service classifications salary scales.	Schedule 5

- 3.4 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1, 4, 5 and 6 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9

Education officers and Aboriginal student liaison officers:		
Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training	Step 1	Step 1

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3.6 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.7 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.8, 3.9, 3.10 and 3.11 of this clause.
- 3.8 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3.9 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.
- 3.10 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.
- 3.11 A three year trained teacher who completes:
- 3.11.1 a graduate diploma of at least one year of full time study or its part time equivalent; or
- 3.11.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,
- shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.
- 3.12 The salary for a teacher in charge of an environmental education centre or hospital school grade 1, where less than two equivalent full time teachers (including the teacher in charge) are employed, shall be as set out in Schedules 4 and 6.
- 3.13 The salary for a teacher in charge of an environmental education centre or hospital school grade 2, where two or more equivalent full time teachers (including the teacher in charge) are employed, shall be as set out in Schedules 4 and 6.

3.14 In relation to promotions classifications in schools, the following shall apply:

3.14.1 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

3.14.2 Principals shall only be appointed to hospital schools when specifically approved by the Director-General.

3.14.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

3.14.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

Category of Student	Factor
Primary students	2.14
Secondary students - integrated	2.46
Secondary students - stand alone	1.8
Students at the Open High School, each unit of study per student	6 x 1.89
Pre-school students	1.38
Students with disabilities	2.7

3.14.5 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300
PC2	301 - 450
PC1	451+

3.14.6 The position of principal in a high school shall be classified as follows:

Classification of Principal	Student Enrolments
PH2	1 - 900
PH1	More than 900

3.15 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.14 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

4. Deduction of Union Membership Fees

- 4.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 2 and 3. Allowances in terms of Schedule 2 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
- 5.2.2 Teachers in charge (other than teacher in charge environmental education centre and hospital school grades 1 and 2).
- 5.2.3 Year advisers.
- 5.2.4 Teachers required by the Director-General to have a Health Education Certificate.
- 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
- 5.2.6 Principals of schools designated by the Director-General as schools for specific purposes.
- 5.2.7 The Principal of Stewart House.
- 5.2.8 The Assistant Principal of Stewart House.
- 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
- 5.3.1 principals -
class PP1;
class PP2;

- 5.3.2 other promotions positions; and
- 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
 - 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
 - each half hour lesson; or
 - each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Director-General.
- 5.5 In residential agricultural high schools to:
 - 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;
 - 5.5.4 principals for on call and special responsibilities; and
 - 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
 - 5.6.1 Where the average attendance of female students does not exceed 200;
 - 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 3.

6. Salary Progression and Maintenance

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3.7, 3.8, 3.9, 3.10 and 3.11 of clause 3, Salaries.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

- 6.3 A temporary teacher relieving in a PP6 or teacher in charge grade 1 position under clause 24, Relief in PP6 or Teacher in Charge Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Teacher Quality

- 7.1 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.1.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 7.1.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
 - (ii) observations of educational programs;
 - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.1.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
 - (ii) the particular circumstances of the school.
- 7.1.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:
- (i) conferences between the non school based teaching service officer and the regional director, state office director or school education director (or nominee);
 - (ii) observations of work programs;
 - (iii) review of documentation, as appropriate.
- 7.1.5 In implementing the annual review the regional director, state office director or school education director (or nominee) will take into account the following:
- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
 - (ii) the particular circumstances of the workplace.
- 7.1.6 The annual review for teachers shall be reported by way of the new teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582.
- 7.1.7 The annual review for non school based teaching service staff shall be reported by way of the new teacher assessment and review schedule contained in the Department's Memorandum DN/05/00223, Non School Based Education Teaching Service Officer Assessment and Review Schedule.

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

8. Salary Packaging

- 8.1 Officers may participate in the Department's salary packaging scheme.
- 8.2 Salary packaging does not apply to temporary teachers.

9. Initial Appointments

- 9.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 9.2 All initial appointments shall be on the basis of merit.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location including TAFE.
- 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
- 10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.
- 10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{5}{260.8929} \times \frac{1}{30}$$

11. Deferred Salary Scheme

- 11.1 Officers may seek to join the Department's deferred salary scheme.
- 11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.
- 11.3 The deferred salary scheme does not apply to temporary teachers.

12. Compensation for Travel on Department Business

- 12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 9 - Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

- 13.1 The following shall be implemented:
- 13.1.1 the Basic Skills Tests;

- 13.1.2 English Literacy and Language Assessment tests;
 - 13.1.3 annual school reports and associated school self-evaluation and improvement programs;
 - 13.1.4 school development policy;
 - 13.1.5 the School Certificate and the Higher School Certificate;
 - 13.1.6 Secondary Numeracy Assessment Program; and
 - 13.1.7 Computing Skills Assessment Years 6 and 10.
- 13.2 These shall be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Performance Management

- 14.1 The revised Teacher Improvement Program procedures will be implemented.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
 - 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.
- 15.7 A teacher shall not be required to be timetabled both before and after the core hours on any given day.

16. Allocation of Duties in High Schools

- 16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 16.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

- 16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in clause 2.3:

Classification	Additional Alternate Periods per term
Teachers in High Schools	Up to 6
Head Teachers in High Schools	Up to 5
Deputy Principals in High Schools	Up to 3

- 16.3 Provided that such alternate periods shall be allocated:

16.3.1 with due regard to the non teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

- 16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.30.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

- 17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher shall not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Director-General or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools arising from proposals under the National Schools Network.

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer shall be determined by the Director-General.
- 20.2 The Director-General shall determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

- 21.1 In calculating the years of service for the purposes of this award, the following shall not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
 - 21.1.2 any leave of absence without pay exceeding five days in any year of service;
 - 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Director-General under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme and clause 8, Salary Packaging.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
 - 22.4.2 an appointment, full time, for a full school year.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 7, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 7, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act 1955* and Determination 203 of 1987, Maternity and Adoption Leave or its successor, are not affected.

- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 7, Table 1 and Table 2.

24. Relief in PP6 Or Teacher in Charge Grade One Positions

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a PP6 position or as a teacher in charge grade 1 of a hospital school or environmental education centre in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 7, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a teacher in charge grade 1 of a hospital school or environmental education centre shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 position or a position as teacher in charge grade 1 of a hospital school or environmental education centre has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the PP6 or teacher in charge grade one position on a temporary basis for the remainder of the year.

25. Training and Development

- 25.1 The Director-General shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Director-General shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Director-General shall also provide a program of training and development opportunities for staff outside of school hours.

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Director-General may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Director-General shall:
- 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
- 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.
- 26.3 To retrain teachers for identified priority areas, the Director-General shall establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Director-General or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Director-General pursuant to subclauses 27.1 and 27.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

28. School Certificate Tests Supervision

- 28.1 The parties agree that secondary teachers may decide to provide the additional examination supervision of the School Certificate tests or for the school to employ outside personnel to provide the additional examination supervision. Additional examination supervision is defined as supervisory requirements over and above entitlements provided by the Board of Studies.
- 28.2 Schools conducting School Certificate tests shall receive the funding required for the payment of additional examination supervisors of the tests based on the rates of pay and number of additional examination supervisors required as promulgated by the Office of the Board of Studies.
- 28.3 Teaching staff in those schools can choose at a meeting convened by the principal and Federation representative whether the school wishes to employ outside personnel as additional examination supervisors of the tests or whether teaching staff might provide the additional supervision of the tests.
- 28.4 In the event that teaching staff decide to undertake the additional supervision of the tests, the funding provided for the additional supervision of the tests will be retained for use by the school for educational purposes as determined at the meeting(s) in subclause 28.3 of this clause.

29. Other Part Time Rates of Pay

- 29.1 Part time rates of pay in schools shall be paid in terms of Schedule 8.

30. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

- 30.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

31. Teachers in Residential Agricultural High Schools - Special Conditions

- 31.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

32. Dispute Resolution Procedures

- 32.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 32.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 32.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

32.1.4 Where the procedures in paragraph 32.1.3 do not lead to resolution of the dispute, the matter shall be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

33. No Further Claims

33.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2008, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

34. Anti-Discrimination

34.1 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.

34.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 32, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

34.3 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.

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

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

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

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

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

34.2 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. Goods and Services Tax

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

36. Area, Incidence and Duration

- 36.1 This award covers all teachers and related employees of the Department, the classifications of which are set out in Schedules 1, 4, 5 and 7. This award does not cover teachers and related employees of TAFE, chief education officers (schools), institute managers, and teachers employed at the Saturday School of Community Languages, the National Art School, the Adult Migrant English Service, TAFE Children's Centres and Bradfield College.
- 36.2 This Award replaces the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2004 published 15 July 2005 (352 IG 465) as varied in respect of all provisions relating to school teachers and related employees.
- 36.3 The Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2004 (352 IG 465) was rescinded with effect from 31 December 2005.
- 36.4 This award commences on and from 1 January 2006 and shall remain in force until 31 December 2008.

SCHEDULE 1

Common Incremental Salary Scale

The following salary scale applies to: teachers; education officers; home school liaison officers; Aboriginal student liaison officers and counsellors.

Current salary steps	Per annum \$		
	Salary From the first pay period to commence on or after 1.1.2006	Salary From the first pay period to commence on or after 1.1.2007	Salary From the first pay period to commence on or after 1.1.2008
Increase	4.5%	4.5%	4%
Step 13	69,334	72,454	75,352
Increase	3%	3%	3%
Step 12	64,798	66,742	68,744
Step 11	62,341	64,211	66,137
Step 10	59,888	61,685	63,536
Step 9	57,435	59,158	60,933
Step 8	54,983	56,632	58,331
Step 7	52,527	54,103	55,726
Step 6	50,072	51,574	53,121
Step 5	47,621	49,050	50,522
Step 4	45,167	46,522	47,918
Step 3	42,943	44,231	45,558
Step 2	40,259	41,467	42,711
Step 1	36,936	38,044	39,185

SCHEDULE 2**Allowances**

Schools	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
Increase	4%	4%	4%
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,046	2,128	2,213
Teacher in Charge	3,168	3,295	3,427
Year Adviser	2,810	2,922	3,039
Teachers with Health Education Certificate	1,012	1,052	1,094
Teachers other than the principal of classes of students with disabilities	1,796	1,868	1,943
Principals, schools for specific purposes	2,342	2,436	2,533
Principal of Stewart House	11,937	12,414	12,911
Assistant Principal of Stewart House	7,907	8,223	8,552
In a central school - DP (Primary), AP	1,424	1,481	1,540
Demonstration Schools:			
Principal			
Class PP1	2,066	2,149	2,235
Class PP2	1,834	1,907	1,983
Other promotion positions	1,606	1,670	1,737
Trained Teacher	1,304	1,356	1,410
Demonstration lessons:			
Teachers in schools required to take demonstration lessons: per lesson	36.76	38.23	39.76
In other schools:			
per half hour lesson	44.46	46.24	48.09
per 40 min. lesson	59.26	61.63	64.10
Maximum per annum	3,348	3,482	3,621
Residential Agricultural High Schools:			
Rostered supervision teachers	7,907	8,223	8,552
Head Teacher (Welfare) residential supervision allowance	1,316	1,369	1,424
Teacher in charge of residential supervision allowance	1,355	1,409	1,465
Principal on call and special responsibilities allowance	11,937	12,414	12,911
Deputy Principal on call and special responsibilities allowance	10,786	11,217	11,666
Supervisor of female students			
Up to 200 students	1,410	1,466	1,525
201-400 students	2,269	2,360	2,454
More than 400 students	2810	2922	3039

Education Officers:			
Non Graduate			
Year 2	3,629	3,774	3,925
Year 1	3,629	3,774	3,925
Graduate			
Year 2	2,835	2,948	3,066
Year 1	2,835	2,948	3,066

SCHEDULE 3

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
 - (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
 - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.

- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2006	From the first pay period to commence on or after 1.1.2007	From the first pay period to commence on or after 1.1.2008
\$	\$	\$
25	26	27

- 1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.
- 1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Director-General; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Wyalda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Director-General to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
Per annum \$				
Increase		4%	4%	4%
2.1	Teacher without dependent partner	965	1,004	1,044
	Teacher with dependent partner	1,141	1,187	1,234

2.2	Teacher without dependent partner	488	508	528
	Teacher with dependent partner*	651	677	704

* The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per annum \$		
Increase	4%	4%	4%
1	3,170	3,297	3,429
2	2,852	2,966	3,085
3	2,534	2,635	2,740
4	2,219	2,308	2,400
5	1,901	1,977	2,056
6	1,587	1,650	1,716
7	1,269	1,320	1,373
8	953	991	1,031
9	638	664	691
10	317	330	343

3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances –

Group	1st dependent child		
	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per annum \$		
Increase	4%	4%	4%
Group 1	379	394	410
Group 2	331	344	358
Group 3	280	291	303
Group 4	230	239	249
Groups 5 and 6	183	190	198

Group	2nd and subsequent dependent child		
	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per annum \$		
Increase	4%	4%	4%
Group 1	255	265	276
Group 2	210	218	227
Group 3	157	163	170
Group 4	111	115	120
Groups 5 and 6	60	62	64

4. Part C - Allowances - Motor Vehicle -

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances –

Group	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2004
		Per annum \$	
Increase	4%	4%	4%
Groups 1, 2 and 3	1,704	1,772	1,843
Groups 4, 5 and 6	854	888	924

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of This Schedule.

5.1 A teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the *Teaching Services Act 1980*, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Director-General considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car shall not require the approval of the Director-General.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2006 \$	From the first pay period to commence on or after 1.1.2007 \$	From the first pay period to commence on or after 1.1.2008 \$
31	32	33

6. Part E - Reimbursement of Certain Expenses Related to Medical Or Dental Treatment.

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

6.1.1 who for the time being is on maternity leave; or

6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.

6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Director-General.

6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.

6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Director-General, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.

6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Director-General may reasonably require.

6.4 The Director-General shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.

6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.

6.6 The Director-General may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.

6.6.1 In any such case, the Director-General shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2006 \$	From the first pay period to commence on or after 1.1.2007 \$	From the first pay period to commence on or after 1.1.2008 \$
25	26	27

6.6.2 If a teacher fails to comply with a requirement made by the Director-General under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.

- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Director-General in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.
- 6.8 The Director-General shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
 - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
 - 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
 - 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
 - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Director-General and the Federation;
- 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
- 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Director-General and the Federation;
- 8.2.2 elect its own chairperson, who shall not have a casting vote;
- 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
- 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A**Allowance For Isolation From Socio Economic Goods And Services**

Groupings of Schools

Group 1 (11) Clare Nymagee White Cliffs	Enngonia Pooncarie	Goodooga CS Tibooburra	Louth Wanaaring	Marra Creek Weilmoringle
Group 2 (11) Baryulgil Ellerston Wilcannia CS	Booligal Hatfield	Boomi Hill End	Bullarah Ivanhoe	Byrock Menindee
Group 3 (12) Bylong Upper Jerangle Quambone	Cabramurra Lightning Ridge Rowena	Carinda Mingoola	Coolabah Moonan Flat	Corinella Nowendoc
Group 4 (24) Bellbrook Ebor Mallawa Reid's Flat Wooli	Blackville Fairfax Mungindi Tullibigeal Wyaliba	Collarenebri Garah Naradhan Tulloona Yarras	Croppa Creek Hermidale Niangala Wollar Yarrowitch	Drake Kingstown Palinyewah Wongwibinda

Group 5 (40) Bigga Burren Junction Elands Glenreagh Mallan Old Bonalbo Rosewood Tambar Springs	Bonalbo Cassilis Euabalong West Gwabegar Mayrung Premer Rugby Tooraweenah	Bribbaree Chandler Eumungerie Hargraves Millbank Pyramul Sofala Trunkey	Burraboi Drinane Girilambone Jackadgery North Star Rankins Springs Spring Ridge Windeyer	Burruga Dundurrabin Glen Alice Jugiong Nymboida Rollands Plains Tabulam Yetman
Group 6 (33) Ballimore Bonshaw Deepwater Hernani Mullaley Talbingo Wambangalang EEC	Bedgerabong Brewarrina CS Emmaville Humula Pallamallawa Toomelah Wattle Flat	Bellata Bundarra Five Mile Tree Lansdowne Upper Rand Tottenham Wimmimah	Belltrees Caragabal Goolma Long Flat Rouchel Ulong Walbundrie	Bendemeer Conargo Grevillia Medlow Stuart Town Walgett Community College HS & PS
Group 7 (58) Ashford Balranald Burcher Currawarna Gravesend Limbri Mullengandra Orama Savernake Towamba Willawarrin Walhallow	Baan Baa Bobin Cargo Dalgety Greenethorpe Lowanna Mumbil Pilliga Somerton Tucabia Urbenville Wyangala Dam	Barkers Vale Bogan Gate Coolongolook Dungowan Hannam Vale Mallanganee Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Weethalle	Ben Lomond Bungwahl Copmanhurst Ellangowan Khancoban Mangoplah Murringo Quandialla Tarcutta Ulan Walbundrie	Bendick Murrell Bunnaloo Crestview Euchareena Lake Cargelligo Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek Woolomin
Group 8 (79) Afterlee Beckom Boree Creek Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Nundle Rukenvale Tingha Wakool Whitton	Ando Bemboka Bourke HS & PS Carroll Currabubula Errowanbang Gooloogong Johns River Lowsdale Mendooran Nabiac Peak Hill Rye Park Trundle Wiangaree Wyndham	Ardlethan Binalong Brocklesby Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Risk, The Stockinbingal Tumbarumba HS & PS Woodenbong	Attunga Binya Burrumbuttock Comboyne Dorroughby EEC Euston Illabo Krumbach Lyndhurst Moorland Nevertire Rookhurst Stratheden Tuntable Creek Whian Whian	Balldale Blighty Byabarra Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nimbin Rosebank Telegraph Point Tyalgum Woodstock
Group 9 (68) Ariah Park Brungle Coffee Camp Darlington Pt Galong Ilford Mandurama	Bald Blair Burringbar Collingullie Delungra Gerogery Jennings Manildra	Barellan Channon, The Collombatti Rail Eltham Gerurie Kentucky Marrar	Barmedman Clergate Coolah Eungai Grong Grong Kootingal Merriwa	Blandford Clunes Coramba Eureka Gum Flat Maimuru Milbrulong

Mitchells Island Newbridge Oxley Island Quaama Stratford Uranquinty Wombat	Moteagle Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Mullion Creek Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah Woodford Dale	Murrurundi Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Neville Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Cooperbrook Crowdy Head Dorrigo HS & PS Empire Vale Ghinni Ghinni	Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gilgai	Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Gladstone
Goolmangar Howlong Karangi Lansdowne Main Arm Upper Mogo Old Bar Smithtown Tanja Warren CS Woodburn	Goonengerry Huntingdon Kellys Plains Lawrence Martindale Nanima Pearces Creek Spring Terrace Tathra Wee Waa HS & PS Wyrallah	Harrington Jerilderie Kendall Leeville Mathoura Nemingha Repton Stokers Siding Terranora Wentworth Yenda	Hérons Creek Jindabyne Kinchela Lennox Head Millthorpe Numulgi Rous Stuarts Point Teven-Tintenbar Willow Tree Yeoval	Hillston Jindera Laggan Lockhart Modanville Nyngan HS & PS Scotts Head Table Top Tinonee Wilsons Creek Yerong Creek

SCHEDULE 4

Salaries - Teachers in Charge of Environmental Education Centres and Hospital Schools

Classification	Salary from the first pay period to commence on or after 1.1.2006	Salary from the first pay period to commence on or after 1.1.2007	Salary from the first pay period to commence on or after 1.1.2008*
	Per annum \$		
Increase	4%	4%	4%
Teacher in Charge Grade 2 Environmental Education Centre or Hospital School	88,831	92,384	96,079
Teacher in Charge Grade 1 Environmental Education Centre or Hospital School	79,850	83,044	86,366

* See also Schedule 6

SCHEDULE 5**Salaries - Promotion Classifications in the Teaching Service**

Classification	Salary from the first pay period to commence on or after 1.1.2006	Salary from the first pay period to commence on or after 1.1.2007	Salary from the first pay period to commence on or after 1.1.2008
Schools	Per annum \$		
Increase	4%	4%	4%
High School Principal			
Grade 1 (PH1)	119,736	124,525	129,506
Grade 2 (PH2)	114,719	119,308	124,080
Central School Principals			
PC1	113,067	117,590	122,294
PC2	104,265	108,436	112,773
PC3	100,041	104,043	108,205
PC4	96,685	100,552	104,574
Primary School Principal			
PP1	111,972	116,451	121,109
PP2	103,256	107,386	111,681
PP3	99,071	103,034	107,155
PP4	95,749	99,579	103,562
PP5	89,179	92,746	96,456*
PP6	79,850	83,044	86,366*
High School Deputy Principal Deputy Principal (Secondary) Central School	93,610	97,354	101,248
Primary School Deputy Principal* Deputy Principal (Primary) Central School	84,407	87,783	91,294*
Assistant Principal Primary School* Assistant Principal Central School	76,598	79,662	82,848*
Head Teacher High School Head Teacher Central School District Guidance Officer	80,174	83,381	86,716
Senior Assistant in Schools	71,478	74,337	77,310

* See also Schedule 6

Classification	Salary from the first pay period to commence on or after 1.1.2006	Salary from the first pay period to commence on or after 1.1.2007	Salary from the first pay period to commence on or after 1.1.2008
Non-school Based Teaching Service Classifications Salary Scales	Per annum \$		
Increase	4%	4%	4%
Principal Education Officer	104,384	108,559	112,901
Senior Education Officer Class 2	94,077	97,840	101,754
Senior Education Officer Class 1			
Year 3	86,800	90,272	93,883
Year 2	83,489	86,829	90,302
Year 1	80,174	83,381	86,716

SCHEDULE 6**Primary/secondary alignment**

Classifications	Salary from the first pay period to commence on or after 1.7.08 Per annum \$
PP5	101,248
Primary School Deputy Principal Deputy Principal (Primary) Central School	101,248
Teacher in Charge Grade 2 Environmental Education Centre or Hospital School	96,428
PP6	86,716
Teacher in Charge Grade 1 Environmental Education Centre or Hospital School	86,716
Assistant Principal Primary School Assistant Principal Central School	86,716
	Per day \$
Casual PP6, TIC Hospital School, TIC Environmental Education Centre	448.53

SCHEDULE 7**Rates of Pay - Casual Teachers****Table 1**

Trained Teachers	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per day \$		
Increase	3%	3%	3%
4YT Steps			
4	284.39	292.92	301.71
3	271.69	279.84	288.24
2**	259.00	266.77	274.77
1	246.31	253.70	261.31
3YT Steps			
5	271.69	279.84	288.24
4	259.00	266.77	274.77
3	246.31	253.70	261.31
2	233.62	240.63	247.85
1	222.11	228.77	235.63
2YT Steps			
4	246.31	253.70	261.31
3	233.62	240.63	247.85
2	222.11	228.77	235.63
1	208.22	214.47	220.90

** 5YT trained casual school teachers commence on step 2, 4YT rates of pay

Table 2

Conditionally Trained Teachers	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per day \$		
Increase	3%	3%	3%
C (5YT) Steps			
4	284.39	292.92	301.71
3	271.69	279.84	288.24
Y1-2	259.00	266.77	274.77
C (4YT) Steps			
4	271.69	279.84	288.24
3	259.00	266.77	274.77
Y1-2	246.31	253.70	261.31
C (3YT) Steps			
4	246.31	253.70	261.31
3	233.62	240.63	247.85
Y1-2	222.11	228.77	235.63
C (2YT) Steps			
3	222.11	228.77	235.63
Y1-2	208.22	214.47	220.90

In the case of casual teachers relieving in positions of PP6, teacher in charge of a hospital school or teacher in charge of an environmental education centre, subject to satisfying the requirements, the daily rate of pay shall be as follows:

Table 3

	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per day \$		
Increase	4%	4%	4%
Casual PP6, TIC Hospital School, TIC Environmental Education Centre	393.10	408.82	425.17

SCHEDULE 8

Other Part time Rate of Pay

Classification	Rates From the first pay period to commence on or after 1.1.2006	Rates From the first pay period to commence on or after 1.1.2007	Rates From the first pay period to commence on or after 1.1.2008
	Per day \$		
Increase	4%	4%	4%
Teacher in Charge	18.23	18.96	19.72
Demonstration Schools	7.56	7.86	8.17
Teachers of classes of students with disabilities	10.33	10.74	11.17
	Per hour \$		
Needlework/Craft Teacher	32.52	33.82	35.17

SCHEDULE 9

Excess Travel and Compensation for Travel on Official Business

PART A

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:

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

1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school shall be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school shall be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.

1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

2. Teaching in More Than One School -

2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel shall apply:

3. Payment for Excess Travel Time -

3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:

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

3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.

3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

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

- 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary} \times 7}{365} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

4. Payment for Excess Travel -

- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 73.6 cents per km;

4.1.2 over 8,000 km per annum - 26.1 cents per km.

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director General of the Premier's Department.

- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.
- 4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

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

- 4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the follow schedule:

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

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

PART B

Compensation for Travel on Official Business

1. Definitions

- 1.1 For the purpose of Part B of this Schedule:

1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Director-General for the particular teacher.

1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English

Teachers (LOTE), Support Teachers Learning Difficulties (STLD's), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
 - 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The use of a teacher's private motor vehicle on official business is not mandatory.
5. Official Business Rate -
 - 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
 - 5.1.1 an official vehicle is available;
 - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
 - 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
 - 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
 - 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
 - 6.1.1 an official vehicle is available;
 - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
 - 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
 - 6.3 The rate paid is that specified at clause 9 of this schedule.

7. Payment of 2700 cc or more Motor Vehicle Rate -

- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Urban Affairs and Planning) the maximum per kilometre rate payable shall be the 1600 to 2700 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the over 2700 cc rate in respect of a vehicle with an engine capacity above 2700 cc. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the over 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

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

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

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

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

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

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

9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	Below 1600 cc	52.7	22.0
	1600 - 2700 cc	73.6	26.1
	Above 2700 cc	79.1	28.1
6	Casual Rate		
	Below 1600 cc		22.0
	1600 - 2700 cc		26.1
	Above 2700 cc		28.1

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) 2002 Award published 21 March 2003 (338 I.G. 837) or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Premier's Department.

SCHEDULE 10

Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers

Qualifications and Appointments -

- Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications to be employed as teachers shall be eligible to apply for appointment as home school liaison officers.
- Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall be eligible to apply for temporary appointment as Aboriginal student liaison officers.
- A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer shall, subject to Sections 50 and 51 of the *Teaching Service Act* 1980, be temporarily appointed to a specified location and for a specified period determined by the Director-General.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers shall be responsible for those duties as determined by the Director-General and shall be directly responsible to an officer or such other person(s) as determined by the Director-General.

Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer shall, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Director-General.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre shall be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, shall be reimbursed.

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer shall on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and shall progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award.

Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1 of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:

10.1 an allowance as provided for in paragraph 4.2.1 of clause 5, Allowances, and Schedule 2; and

10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Director-General.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the *Teaching Service Act* as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the *Teaching Service Act*. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

SCHEDULE 11

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty

requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Director-General.

- 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.
2. All new vacant positions shall be deemed to be special fitness positions, provided that the Director-General shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.

7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.46 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 2.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.

- 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
 - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
 - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
 - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
 13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
 14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 2.
 15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by

- six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing:
- 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
- 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

A. W. MACDONALD, Commissioner.

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NEWCASTLE CITY COUNCIL AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Newcastle City Council.

(No. IRC 1056 of 2006)

Before The Honourable Mr Deputy President Harrison

2 March 2006

AWARD**1. Arrangement**

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Table 2 - Ordinary Rates of Pay - All Other Employees

Table 3 - Other Rates and Allowances

Appendix A- Hours of Work - Continuing Arrangements

Appendix B - Skills/Qualifications Allowances

2. Definitions

- 2.1 Ordinary Hourly Rate means the Ordinary Rate for an employee divided by their ordinary weekly hours of work.
- 2.2 Ordinary Rate means the ordinary salary rate for an employee in accordance with Clause 20 and the rates set out in Table 1 or Table 2.
- 2.3 Permanent employee means a Full Time or Part Time employee engaged under an ongoing contract of employment. Temporary, Fixed Term or Project employees, Casual employees, Apprentices and Trainees are not Permanent employees.
- 2.4 Weekly employee means an employee other than a casual employee.
- 2.5 Unions means:

The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU);

The Local Government Engineer's Association of New South Wales (LGEA);

The Development and Environmental Professionals' Association (DEPA).

3. Parties, Application and Duration

- 3.1 This award shall be known as the Newcastle City Council Award 2006 (The Award).
- 3.2 The Parties to the Award are Newcastle City Council (NCC) and the Unions.
- 3.3 The Award shall be binding on the Parties and all employees of NCC, other than those covered by Entertainment and Broadcasting Industry - Live Theatre and Concert Award 1998 and Senior Officers as defined in the *Local Government Act 1993*.
- 3.4 The Award rescinds and replaces the Newcastle City Council Employees' Award 2003 published 13 February 2004 (343 I.G. 228) and the Newcastle City Council Top Value Partnership Award 2003.
- 3.5 This Award will commence from the first full pay period to commence on or after 2 March 2006 and will remain in force for 3 years.

Communication, Engagement and Involvement

4. Preamble and Intent

- 4.1 The vision and strategic direction identified in NCC's Management Plan represent the broad context in which the Parties' commitments in this Award will operate.

Our task as an organisation is to implement the Management Plan. As we carry out our responsibilities we will be guided by the organisation's values.

- 4.2 The Parties are committed to the continuing development of work teams across the whole organisation. The organisation will ensure that teams have the opportunity to discuss actions leading to continuous improvement.

One of the key outcomes of a continuous improvement process is an increase in flexibility of both operations and individual staff.

Continuous improvement processes and the need to demonstrate external competitiveness may in time impact upon the core levels of permanent employees within each work team. To ensure the optimal use of core permanent employees, the interchange ability of employees with similar skills and training will be utilised to perform similar work activities. Additional training will be provided to facilitate the maximum degree of interchange ability.

In the context of employment security, continuous improvement may result in jobs and functions within the organisation not remaining as they are. As this change occurs, staff will need to gain new skills and accept new responsibilities.

- 4.3 Current policies, work systems and procedures, organisation structures, award provisions, hours of work or any other conditions will not limit the investigation of barriers to improvements and changes as determined and agreed by the work teams and management. The Parties to this Award also recognise the changing needs of the community in regard to the availability of flexible employment arrangements of various types.

It is therefore an objective of the Parties to provide maximum flexibility in regard to employment arrangements available within NCC whilst ensuring that budgetary requirements are observed and existing employees are not disadvantaged.

- 4.4 The Parties are committed to ensuring that, as far as possible, the workplace accommodates the reasonable requirements of employee's work, life and family responsibilities to enable employees to manage the demands of work and their other life activities while they achieve the common objectives for the business. Flexibility will be considered where the business needs can continue to be met and there are real benefits to both the employee and NCC.

5. Employment Levels

Employees are the organisation's most valuable asset. It is agreed that security of employment assists employees in providing Top Value service to rate-payers. Providing services at competitive rates will continue to ensure employment security for employees.

6. Occupational Health, Safety and Rehabilitation

- 6.1 NCC, the Unions and all employees will strive to improve the standards and practices of OHS in all work places and will regard all relevant legislation, regulations, standards and Codes of Practice as the minimum acceptable standards.
- 6.2 NCC, the Unions and all employees are committed to a systems approach to managing Occupational Health and Safety with the objective to achieve a zero harm workplace.

The commitment includes:-

Application and participation in the risk assessment process;

Documenting medium to high risk processes and following the documented procedures;

Consultation on all OHS matters;

- Communicating OHS information;
- Provision of, and attendance at OHS training;
- Participation in Return to Work programs following injury and illness.

7. Equal Employment Opportunity

- 7.1 The Parties to the award are committed to the application of equal employment opportunities principles. The adoption of these principles will continue to ensure that employees are provided with a work environment free of discriminatory practices and equity in all employment opportunities and related issues.
- 7.2 To continue to achieve NCC's EEO program, all Parties agree to cooperate in the activities associated with the on-going review and implementation of NCC's EEO Management Plan. The annual review of the plan will address relevant employee issues to ensure the elimination of discriminatory practices, including harassment, and aim to continue to raise the awareness level and knowledge of employees in EEO principles in all facets of their work.

8. Anti-Discrimination

- 8.1 It is the intention of the Parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9. Learning and Development

- 9.1 Learning and development opportunities will continue to be offered to all employees in order to develop a high performance and flexible workforce achieving increased job satisfaction.
- Employees will be encouraged and given the opportunity to acquire additional skills to improve their career opportunities in line with organisational objectives.

- 9.2 Learning and Development will primarily be discussed and identified through the Performance Development System.

All permanent employees will have a Performance Development - Action Plan. The Performance Development System is about helping employees and teams achieve continuous improvement to reach Top Value. It is about providing feedback on performance and discussing an employee's objectives within NCC. Action Plans will be agreed between NCC and the employee as part of the Performance Development meeting.

- 9.3 Learning and Development will also be identified through a development plan for employees appointed to Level 1 and Level 2 of the salary range for their role in accordance with the salary system. The development plan will be developed by management in consultation with the employee, with the aim of satisfying selection criteria thereby allowing the employee to progress to Level 3.
- 9.4 Identification of training needs may be raised through the Training Request (TITN) form. This process allows teams and/or individuals to nominate for training in line with team/organisational objectives on an as needs basis.
- 9.5 Learning and Development may also be identified through meetings held in accordance with the Counselling and Disciplinary Procedure.
- 9.6 Learning and Development initiatives may take various forms, for example, formal training, on the job training, mentoring, secondment to external organisations or within NCC.

NCC shall provide support to ensure Learning and Development is consistent with this clause.

10. Management, Union and Employee Relationship

The Award is based on a continuing collaborative relationship between management, employees and Unions. To maintain this relationship requires:

- Effective and timely communication between Management, employees and Unions;
- Discussion and consultation on change;
- Opportunity for employees to contribute ideas, views and suggestions, and have those considered;
- Recognition of the role of union delegates and representatives;
- Opportunity for union representatives and management to discuss issues.

11. Consultation

- 11.1 The Parties to the Award are committed to a collaborative effective working relationship to enhance workplace efficiency and productivity.
- 11.2 A Consultative Committee representative of the NCC workforce will be maintained. The committee will include two employees nominated by the USU, one employee nominated by each of DEPA and LGEA, two staff representatives elected by staff and management representatives nominated by the General Manager. An Officer of each Union may participate in all Committee meetings. The Committee shall meet regularly as it determines, but not more often than monthly.
- 11.3 The purposes of the Committee are to:
- foster constructive relations between employees, management and Unions;
 - openly discuss and consider significant workplace issues;
 - review operational performance and effectiveness;

make recommendations and observations for management consideration;
achieve collaboration and consensus.

12. Change

12.1 Change includes but is not limited to:

changes in work practices, job redesign, staffing levels and structure;
changes which may involve redundancies;
introduction of new technology;
changes to service delivery;
changes to the days on which work is performed.

12.2 Workplace change will be discussed with affected employees before decisions are made. The discussion will allow opportunity for input and consideration of alternatives. In discussing workplace change, the following matters shall be addressed:

the reason/need for change;
the changes proposed and alternatives;
the effects of the change;
how the change could be implemented;
the timeframe for change;
the timeframe for input, consideration and feedback;
measures to mitigate or reduce adverse impacts on employees.

12.3 Consultation will also include discussions with the relevant Union if requested by an employee directly affected by the change.

Contract of Employment

13. General

13.1 An employee may be engaged as a Full Time, Part Time or Casual employee, as an Apprentice or as a Trainee.

13.2 Employment shall be by the week, except for Casual employees. A Weekly Employee shall be entitled to a week's pay at ordinary rate for every week, but shall not be entitled to pay for time not worked unless the absence was covered by approved paid leave, or caused by and / or due to circumstances for which NCC could reasonably be held responsible.

13.3 An employee shall perform such work as the NCC requires, provided that the employee has the skills, training and experience to undertake the work in a safe and effective manner. An employee may be required to work reasonable overtime, including attending NCC meetings.

13.4 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.

- 13.5 For the purposes of subclause 13.4 what is unreasonable or otherwise will be determined having regard to:
- any risk to employee health and safety;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace or enterprise;
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.
- 13.6 NCC may deduct payment for any day an employee cannot be usefully employed because of any strike, or any unexpected stoppages of work from a cause which NCC cannot reasonably prevent. No deduction shall be made from a weekly employee on account of wet weather.

14. Types of Employment

- 14.1 A Full Time employee is engaged to work the Full Time ordinary hours specified in clause 21 and is entitled to all the provisions of the Award.
- 14.2 A Part Time employee is engaged to work a regular number of hours less than the Full Time ordinary hours specified in clause 21. A Part Time employee may work additional ordinary hours, paid at the ordinary hourly rate, up to the number of Full Time hours, by agreement with management. Job Share is a form of Part Time work. A Part Time employee is entitled to the provisions of the Award in proportion to the hours they work.
- 14.3 An employee may change from Part Time to Full Time employment or from Full time to Part Time by agreement with NCC.
- 14.4 A Fixed Term or Project employee is a Full Time or Part Time employee engaged for a fixed term or project. An employee will only be engaged for a fixed term in positions which are of a fixed term or non continuous nature.
- 14.5 A Temporary employee is a Full Time or Part Time employee engaged to supplement or temporarily replace Permanent employees.
- 14.6 A Casual employee is an employee engaged and paid on an hourly basis. A Casual employee is paid the ordinary hourly rate for the work performed, plus a casual loading of twenty per cent, for each ordinary hour worked. Any penalty or overtime rates are calculated excluding the casual loading.
- 14.7 A Casual employee will be paid a minimum of 2 hours per casual engagement irrespective of the time worked.
- 14.8 Casual employees may be engaged to supplement Weekly employees, to cover peak levels of activity, or to replace short term absences of Weekly employees.

15. Apprenticeship and Traineeship

- 15.1 An apprenticeship or indentured traineeship under the *Apprenticeship and Traineeship Act 2001* may be established. NCC may engage a non-indentured trainee to pursue a relevant course of external study while working for NCC.
- 15.2 An apprentice or trainee may perform any duties providing relevant experience in any appropriate aspect of NCC activities.

- 15.3 An apprentice or trainee under 18 years of age will not be required to work overtime or shift work unless they so desire.
- 15.4 There is no guarantee of continued employment on completion of an apprenticeship or traineeship.

16. Employment Promotion and Appointment

16.1 Employment on Merit

Employment and promotion will be on merit. When assessing merit the following criteria will be considered:

- Demonstrated competencies;
- Qualifications and/or specialist knowledge and/or skill;
- Relevant experience for the position;
- Satisfaction or capacity to achieve position selection criteria;
- Performance in previous position(s) including attendance and punctuality.

Where a decision on an appointment rests between an internal applicant and an external applicant of equal merit, preference will be given to the internal applicant.

Upon request, unsuccessful internal applicants will be given in writing the reasons for not being appointed.

16.2 Written details of employment conditions

On being offered a position, an employee will be provided written confirmation that employment is covered by this Award and:

- The type of employment (Full time, Part Time, Casual, Temporary or Fixed Term);
- The hours and days to be worked;
- The work to be performed and position description;
- The classification and rate of pay.

During employment, any changes to employment arrangements in accordance with the Award will be confirmed in writing to the employee.

17. Probation

The probationary period will be used to assess whether the employee has the skills and ability needed to carry out the job in accordance with the Position Description and consistent with NCC's Code of Conduct.

- 17.1 All new permanent and temporary employees will be employed for a probationary period at the commencement of their employment. The employee will be advised of the duration of the probationary period in their letter of offer.

17.2 Duration of the Probation Period

The length of the probationary period will be determined considering the nature of the employment. Ordinarily the probationary period will be for a period of three months however there may be circumstances where a lesser period or greater period (up to 6 months) will be applied. Probationary periods greater than three months may apply in cases where the nature of the role is such that it is not

possible to fully assess the suitability of the employee during a three-month period. Typically, these would be management or specialist positions.

17.3 Extension of the Probation Period

The probationary period shall be extended for a further period of up to three months upon the expiration of the initial probationary period where:

The level of performance does not meet the required standard and there are concerns about the employee's suitability for the position;

There has been an extended period of absence and it has not been possible to determine the employee's suitability for the role;

The employee shall be offered counselling and/or training during an extended probationary period. Where the probationary period is extended, the employee shall be given the reasons in writing;

The employee will be advised of the possible extension of the probationary period in their letter of offer.

17.4 Performance Review

The employee's performance will be assessed throughout the probationary period and they will be given feedback about their performance.

17.5 Conclusion of the Probation Period

After successful completion of the probationary period the employee shall be confirmed in continuing employment.

At the completion of the probationary period, if NCC determines that the employee is not suitable for the role, the employee will not be offered continuing employment. The employee will be terminated immediately upon expiry of the probationary period.

18. Termination of Employment

18.1 By Employee

A Casual employee may terminate their employment effective at the conclusion of a day or shift.

A probationary employee may terminate their employment by giving one weeks notice.

All other Weekly employees may terminate their employment by giving two weeks notice. If notice is not given, NCC may deduct pay equivalent to the required notice from any entitlements payable under this Award.

NCC and an employee may agree to a shorter period of notice.

18.2 By NCC

NCC may:

terminate the employment of a Casual employee by notice given at time during a day or shift to be effective at the conclusion of that day or shift;

terminate the employment of a probationary employee by giving two week's notice or by payment in lieu;

subject to other conditions of this award terminate the employment of all other Weekly employees by giving notice of termination or by payment in lieu as follows:

Employee's Period of Continuous Service	If the employee is 45 years of age or less Period of Notice	If the employee is over 45 years of age Period of Notice
Less than 2 years	At least 2 weeks	At least 2 weeks
2 years and less than 3 years	At least 2 weeks	At least 3 weeks
3 years and less than 5 years	At least 3 weeks	At least 4 weeks
5 years and beyond	At least 4 weeks	At least 5 weeks

19. Redeployment and Redundancy

19.1 Redeployment and redundancy applies to Permanent employees who are surplus to staffing requirements.

19.2 Principles

The primary objective is to retain employees within NCC employment. NCC will maintain employment levels set each year in the Management Plan. Any change in employment levels will be discussed with the Consultative Committee.

Where NCC considers there are more people than required in a work area, management will consult with the employees directly affected, and at the request of any of the employees affected, the relevant Union(s).

Consultation will include the nature and reasons for the proposed change, the anticipated reduction in number of employees, and the anticipated time frame.

Where the number of employees is to be reduced, NCC will consider in order:

natural attrition;

redeployment (transfer) within NCC to a comparable position;

voluntary redundancy.

There will be no required redundancy except in accordance with Subclause 19.5.

19.3 Redeployment (Transfer)

Redeployment should be to a comparable position. Comparable position means a position of comparable skills, accountability and salary point.

An employee may be redeployed to a position at a lower Salary Point, if the employee agrees, as an alternative to redundancy. The employee will retain their existing rate of pay but no further increases will be applied until such time as the rate of pay for the new position exceeds the existing rate of pay, provided that an employee who commenced prior to 17 April 1998 will retain their existing rate and be entitled to increases flowing from this Award without reverting to the rate of pay for the new position.

While an employee is being considered for redeployment, the employee may request voluntary redundancy.

Employees who are redeployed as an alternative to redundancy have no subsequent entitlement to redundancy in respect of the position which they have originally held.

19.4 Voluntary Redundancy

NCC may offer an employee voluntary redundancy where the person is surplus to organisational needs.

NCC may invite expressions of interest for voluntary redundancy to provide opportunities for transfer of surplus employees. This includes invitations to employees in other work areas to enable a "mix and match" approach. NCC reserves the right to reject any person where the number of volunteers exceeds the positions to be reduced or where it needs to retain skills and expertise. Where there are more volunteers than required, a merit based selection process will be used to determine who is to be offered voluntary redundancy.

Where a voluntary redundancy is offered and accepted, the date of termination will be determined by NCC in accordance with operational requirements.

Temporary, Casual and Fixed Term employees, Apprentices and Trainees are not eligible for voluntary redundancy.

19.5 NCC may terminate an employee on the basis of a required redundancy where an employee surplus to organisational requirements has:

- refused to actively participate in a redeployment process, or
- rejected redeployment to a comparable position.

19.6 Redundancy Package

19.6.1 Written Advice

An employee will be provided written confirmation that their employment has ceased on the grounds of redundancy.

19.6.2 Notice

Where NCC and the employee agree on a termination date, payment will be made to that date.

Where the NCC determines the date, the employee will be given four weeks notice or payment in lieu of notice. An employee aged over 45 with five or more years service will be entitled to five weeks notice or payment in lieu.

19.6.3 Severance Pay

Severance pay is three weeks pay per year of service with a maximum of 42 weeks. Service is continuous service with NCC as the employer, and is calculated in years and weeks.

An employee made redundant, except an employee terminated by NCC in accordance with Subclause 19.5, will be entitled to the following additional payment:

- less than 1 year's service - 2 weeks' pay;
- 1 year and less than 2 years' service - 4 weeks' pay;
- 2 years and less than 3 years' service - 6 weeks' pay;
- 3 years' service and over - 8 weeks' pay.

19.6.4 Leave payments

Payment of accrued and pro rata annual and long service leave will be made in accordance with the Award, and payment of sick leave in accordance with NCC policy.

19.6.5 NCC will allow up to one day per week paid time off during the notice period to seek alternative employment and if requested, one outplacement and one financial planning counselling session by a provider of the employee's choice at NCC expense.

20. Salary System

20.1 General

20.1.1 Monetary Rates are set out in Table 1 and 2.

20.1.2 The rates of pay referred to in Part B include allowances paid for skills used under previous award provisions (see Appendix B, Skills/Qualifications Allowances).

20.1.3 The Salary System consists of 24 Salary Points.

20.1.4 A competency based model applies to positions at Salary Points 1 to 6. A review of the competency based system will be undertaken by the Parties and completed within six months of the commencement of the Award. Matters to be reviewed will include, but not be limited to: consistency in competences, appropriateness of banding salary points, the impact of job evaluation and progression.

20.1.5 For Salary Points 7 - 24 the Salary System includes the following features:-

For each Salary Point, six salary levels from 94% to 109% of the Salary Point rate of pay;

Each level has defined criteria. Initial placement and advancement through the salary range will be determined by management's assessment of the employee's demonstrated ability to satisfy the criteria for each level;

The Salary Point Level 3 (100%) rate represents the competent rate for the position;

On commencement in a position employees will be paid Level 1 or Level 2 only if they do not possess the criteria required for the position. Employees placed on Levels 1 or 2 will be assessed for advancement to the next level on completion of the probationary period if applicable and otherwise within six months of commencement in the position;

Payment at Level 4 requires satisfaction of the essential and highly desirable job requirements/selection criteria and demonstrated initiative in identifying and resolving work problems independently over a review period;

Payment at Levels 5 and 6 is based on increased capability and added value criteria;

A review of salary levels or position in salary scales for weekly employees at Salary Point 7 and above will be conducted annually;

Salary Scales include a range of Salary Points. Employees move through the Scales by satisfying criteria for each Salary Point on the Scale. An employee on a Scale can only access the salary levels above the 100% level when they reach the Salary Point at the top of the Scale (that is, they have moved through all lower salary points of the Scale).

20.2 Retention of salary

An employee shall not have their salary reduced, unless:

they are demoted for disciplinary reasons, or

they transfer at their request to a lower paid position.

An employee paid under the previous classification structure ("old system rate of pay, present occupant only rate") shall continue to be paid that rate and receive organisational increases based on that rate unless entitled to higher rate under this Award.

20.3 Higher Duties

20.3.1 Where an employee is authorised to relieve in a position at a higher Salary Point, the employee will be paid the salary level of that Salary Point at which they satisfy the criteria with a maximum payment of Level 4.

20.3.2 Where an employee relieves in a position at a higher Salary Point and either does not perform the whole job or does not possess all the essential criteria for the higher position, a lesser salary point will be determined by mutual agreement between the employee and management prior to commencement of higher duties.

20.3.3 When an employee relieves in a higher position where a number of Salary Points apply, the employee shall normally receive the lowest applicable to the position, and the salary point will be determined by mutual agreement between the employee and management prior to commencement of higher duties. Normally the employee will receive the lowest salary point applicable to the position.

20.3.4 In order to qualify for higher pay the period of relief must be at least the following:

One continuous week for an employee whose normal salary is Salary Point 16 or above;

Three consecutive working days for an employee whose normal salary is Salary Point 10 to 15;

Two hours in all other cases, provided that the higher duties will be paid for the day or shift where relief is for a period of 4 hours or more.

20.3.5 Where an employee relieves in a lower Salary Point they will continue to be paid their normal salary.

20.4 Work Covering More than One Position

Where an employee performs work in more than one position, they will be paid the relevant rate for the time worked in each position. The rate may be averaged for ordinary hours worked. Overtime will be paid for time worked in excess of or outside maximum daily and/or weekly ordinary hours of work, provided that where both 38 and 35 hour ordinary hours work is involved, overtime is only payable after 38 hours in a week.

20.5 Payment of Salary

Employees will be paid weekly by means of electronic transfer to their nominated account with an approved financial institution. There will be a weekly pay period ending Sunday and a pay day not later than Thursday of the following week.

On transition to this arrangement, an employee previously paid in advance will be paid a dollar sum advance so that they receive a full weeks ordinary pay on transition (subject to any leave without pay taken). The amount of the original advance will be deducted on termination from any payments due.

An employee may at their request be paid fortnightly or monthly, and/or be paid an aggregated salary of components calculated in accordance with the Award.

20.6 Salary Packaging and Superannuation

20.6.1 Superannuation Contributions

Subject to the provision of the *Industrial Relations Act 1996*, NCC will make superannuation contributions to the Local Government Superannuation Scheme.

20.6.2 Superannuation Salary Sacrifice

An employee may elect to salary sacrifice superannuation contributions. Such salary sacrificed superannuation will be treated by NCC as employer contributions, in addition to the contributions required to be made by NCC.

20.6.3 Salary Packaging

NCC and an employee may enter a salary sacrifice arrangement which allows an employee to receive part of their pre tax salary as a benefit.

20.6.4 Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, will be calculated on the Ordinary Rate or Ordinary Hourly Rate before salary sacrifice.

20.7 Expenses and Allowances

20.7.1 Rates of allowances are set out in Table 3.

20.7.2 Fares and Expenses

NCC will pay all reasonable out-of-pocket expenses and travelling expenses incurred by employees in the discharge of their duties on the next usual payday.

When an employee is required by NCC to use their private vehicle on NCC business, it will pay Vehicle Allowance. NCC will not require an employee to provide and use their private vehicle on NCC business on a permanent basis.

20.7.3 Follow-the-Job Allowance

In the absence of provision of transport facilities by NCC, Follow-the-Job Allowance shall be paid to employees associated with road and/or footpath construction or other works of a transient nature who are required to start and finish on the job at locations other than Turton Road Depot or other normal starting points.

The Allowance is designed to compensate for any inconvenience which may be caused to the abovementioned employees as a result of frequent changes in starting points.

The Allowance shall be paid once for each day of attendance for work including days on which overtime is worked, but shall not be paid for public holidays not worked, annual leave, sick leave, long service or leave without pay.

20.7.4 Tool Allowance

Employees (including leading hands) engaged as Carpenter, Plumber, Motor Mechanic, Mechanical Fitter, Bricklayer, Painter, Signwriter or Blacksmith who are required by NCC to supply and maintain the normal kit of tools pertaining to their trade will be paid Tool Allowance. Tool allowance will be paid during absences on annual leave, long service leave and sick leave.

An employee paid Tool Allowance shall be entitled to be reimbursed by the NCC for loss of tools up to the Value of Tools Reimbursement when such tools are lost by theft from a breaking and entering outside ordinary working hours whilst the tools are stored at the NCC's direction on the job. The employee shall, if requested, provide a list of tools so used.

Where apprentices are required to supply and maintain a kit of tools pertaining to their trade, NCC shall pay seventy five percent (75%) of the relevant tradesperson, calculated to the nearest 10 cents.

20.7.5 Special Conditions Allowances

An employee, other than Waste Management Service employee, will be paid the following allowances in addition to their normal weekly rates, to compensate for special conditions associated with their duties:-

Asphaltic Concrete - Employees engaged in laying of asphaltic concrete, ie performing the operations of emulsion spraying and/or shovelling and/or screeding and/or rolling and/or transporting

Employees qualified in the use of an Oxy-Viva 3 Resuscitation Unit who may be required in the course of their duties to use such unit (where recompense for such activity is not incorporated in the employee's normal rate of pay)

First-Aid Allowance - Employees required to carry out first-aid duties in conjunction with their normal duties, (where recompense for such activity is not incorporated in the employee's normal rate of pay)

Emergency Wardens - The Allowances will apply where Emergency Wardens are appointed to act within Emergency Plan requirements developed in accordance with AS 3745.

Work Area Allowance

A weekly Work Area Allowance is payable to employees who perform work for the whole week in the specified work areas. Employees will continue to be paid the Work Area Allowance while on approved leave with pay.

Work Area	
Bricklayers	Classified Roads - Motor Vehicle Driver
Carpenters	Rapid Response Unit
Painters & Signwriters	Signs
Plumbers	Fleet Operations - Trades, Labourers
Urban Trees	Fleet Operations - Motor Vehicle Driver
Pest and Weed	Road Maintenance - Field Workers
Street & Gutter - Broom Operators (Day)	Road Construction - Field Workers
Street & Gutter - Broom Operators (Night)	Motor Vehicle Driver - Road Maintenance/Construction
Street & Gutter - Eductor	Plant Operators - Road Maintenance / Construction
Street & Gutter - Field Workers	Parks Maintenance - Plant Operators
Classified Roads - Field Workers	Parks Maintenance - Field Workers

20.7.6 Confined Space

An employee required to work in a confined space and the competent person required to observe an employee working in a confined space shall be paid Confined Space Allowance.

A confined space means an enclosed or partially enclosed space that:

is not intended or designed primarily as a place of work; and

is at atmosphere pressure while persons are in it;

may have an atmosphere with potentially harmful contaminants, an unsafe level of oxygen or stored substances that may cause engulfment; and

may (but need not) have restricted means of entry and exit.

20.7.7 Shift Allowances

This subclause shall not apply to the classifications Rangers; Animal Control Officers, Ordinance Officers, Computer Services Staff, Cleaners, Commissionaires, Library employees, Parking station employees and Pool employees. Additional payments for such employees are prescribed in Appendix A.

2 or 3 Shift Allowance - employees required to work on a two shift or three shift roster.

Early Morning Shift Allowance - employees other than a Garbage or Street Cleansing Section employee who is required to work a shift which commences at or after 4.00am and before 5.30am Monday to Friday inclusive, except a public holiday.

Broken Shift Allowance - employees required to perform a rostered daily shift in two parts

The allowances prescribed herein shall stand alone and not be taken into account in the calculation of penalty rates.

20.7.7 Protective Clothing and Equipment

Employees will be entitled to protective clothing and equipment, in accordance with the NCC Clothing Policy.

20.7.8 Wet Weather

Employees will not be required to work outdoors in wet weather unless protective clothing is supplied for this purpose. Employees who are required to work outdoors in wet weather and get wet on the job will be allowed to cease work and return home without deduction of pay for the purpose of changing clothes. If required, they will promptly return to work, provided that NCC will pay any fares or pay Vehicle Allowance for the return journey to their home. Employees reporting for duty on wet days who do not become wet on the job will perform such work as reasonably required or standby as directed under cover.

Hours of Work

21. Ordinary Hours

21.1 The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

Management/Administration/Clerical;

Engineering / Architecture / Surveying / Landscape Architecture / Strategic / Environmental / Health / Building / Planning (Professional);

Technical Services (including Engineering Technical, Computer Services and Printing);

Library Services;

Art Gallery and Museum (Professional).

21.2 The ordinary hours of work for all other employees will be 38 per week

21.3 Ordinary daily hours of work will be not more than 12 hours

21.4 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday. All hours existing at the commencement of this award will continue to remain in force except where altered in accordance with this clause.

- 21.5 The ordinary hours for employees engaged in the following function shall be between Monday and Friday:

Administration;

Building Surveyors;

Engineering (Professional and Trainees)

Finance

Health Surveyors

Road Construction and Road Maintenance excluding grant funded work

Supply Services

Town Planning

Trade Functions excluding Mechanical Trades

- 21.6 When NCC commences introducing ordinary hours between on Saturday and/or Sunday to new areas of work, or to alter existing arrangements of hours, NCC shall prepare a business case for consultation with the relevant unions which will recognise of NCC's family friendly working commitments.

- 21.7 No employee employed at the commencement of this award shall be compelled to work ordinary hours on Saturday and/or Sunday except as otherwise provided in this clause or Appendix A. Employees will only enter these arrangements by agreement or as a result of an employee initiated lateral transfer, demotion at management initiative or appointment to a position outside their career progression.

Where an individual is not participating in a weekend work arrangement, NCC may transfer the employee to a position of comparable skills and accountability levels in another work area or section, and/or provide the opportunity to other employees to perform the weekend work, on a 'mix and match' basis.

- 21.8 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.

An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;

NCC will not unreasonably withhold agreement to such a request;

Any such agreement shall not apply to a new or vacant position;

Where an employee requests to work ordinary hours on a Saturday and/or Sunday under this subclause, NCC shall not be required to pay the penalty rate provided in Subclause 24.2.1.

22. Flexible Working Arrangements

- 22.1 The ordinary weekly hours of work may be averaged over a four week cycle subject to written agreement between management and the employee, with the concurrence of the Executive Manager Human Resources.

22.1.1 Work under a flexible arrangement will not be less than 2 hours nor more than 12 hours per day.

22.1.2 Employees entering a flexible work arrangement will be removed from the existing RDO system.

- 22.1.3 Flexible working arrangements must have identifiable and meaningful benefit to both NCC and the employee.
- 22.1.4 Where prior agreement between an employee and Group Manager has been reached 14 hours flex credit or 10 hours flex debit may be carried over into the next cycle.
- 22.1.5 Flexible working arrangements are independent to overtime and time in lieu. Hours worked during pre arranged overtime will not be counted for flex credit.
- 22.1.6 Any leave hours will be deducted from the employee's leave accrual at the standard daily hours for the role (that is, 7 or 7.6 hours) or other specified hours as agreed and documented upon entering the flexible working arrangement.
- 22.2 Where a flexible working arrangement is considered (by either management or the employee) to be operating unsatisfactorily, a review of the arrangement will be made by the manager.
- 22.2.1 The aim of such a review is to agree on variations to the arrangement that will allow it to continue.
- 22.2.2 In all circumstances when a review is to take place the employee, manager and the Executive Manager Human Resources must have knowledge of and involvement in the review.
- 22.3 Flexible working arrangements may be terminated upon reasonable notice by either management or the employee subject to consideration of the impact of terminating the agreement on all effected employees, service to customers and operational requirements.

23. Meal Breaks and Meal Allowances

- 23.1 A meal break will be given and taken on any day or shift in excess of five hours continuous work.
- 23.2 A meal break will commence not earlier than three hours, and not later than five hours into the days work.
- 23.3 An employee required to work more than 10 hours continuously (including overtime) will be entitled to a further meal break of not less than 20 minutes, and for each four hours work beyond 10 hours, a further meal break of not less than 20 minutes, provided that work continues after the break.
- 23.4 Where a meal break is in ordinary time, on any day between 6.00 am and 6.30 pm, it will be unpaid and not count as time worked. The first such meal break shall be not less than 30 minutes, provided the employee and management may agree to a shorter period of not less than 20 minutes.
- 23.5 Where a meal break is in ordinary time after 6.30 pm and before 6.00 am, or in overtime, a break of 20 minutes will be paid at the appropriate rate.
- 23.6 Where an employee at management direction is not allowed to commence a meal break in the first five hours of work, the employee will be paid overtime rates for time worked beyond five hours until given a meal break.
- 23.7 An employee will be paid a Meal Allowance
- when required to work overtime for two hours or more before or after ordinary hours on any day;
 - when required to work for more than four hours on a day which is not an employees ordinary working day;
 - after each additional four hours worked.

24. Work Rosters and Penalties

24.1 General

Shift workers shall work in accordance with a regular roster suitable to the industry and subject to the provisions of the *Industrial Relations Act 1996*, such roster may be departed from in cases of emergency

Where an employee works on a roster, the employee's roster will provide certainty of days and hours of work to enable the employee to plan personal and work life balance.

For employees working 35 hours per week pursuant to Clause 21 Ordinary Hours, seven hours shall constitute a shift. For employees working 38 hours per week, seven and three fifths hours shall constitute a shift.

- 24.2 Where a shift roster is changed, the employee will be entitled to a minimum of 48 hours notice of such change. Where 48 hours notice is not provided, the employee will be paid not less than 1.25 times the ordinary hourly rate for ordinary hours on any shifts which commence within 48 hours of notification. An employee required in these circumstances to work the ordinary hours of two consecutive shifts without a break will be paid at overtime rates for the last of such shifts.

An employee will be allowed, to change roster as agreed with another employee subject to the consent of the team leader having first been obtained. No penalties for notice of change of roster will apply in such a case.

- 24.3 Every shift worker shall be entitled to at least on Sunday off duty in every 28 days.

- 24.4 Equivalent time off, which shall be taken in conjunction with annual holidays or payment made in lieu thereof, shall be allowed for any holiday as prescribed by Clause 30 Public Holidays which occurs on a day of a roster cycle on which the shift worker is rostered off.

- 24.5 Every shift worker shall be allowed a crib time of twenty minutes on each shift which shall be counted as time worked.

24.6 Penalty Rates

24.6.1 Saturday, Sunday and Public Holidays

An employee required to work ordinary hours on a Saturday, Sunday or Public Holiday will be paid a penalty in addition to the ordinary rate as follows:-

Saturday - a penalty rate of 50% of the ordinary hourly rate for ordinary hours worked;

Sunday - a penalty rate of 100% of the ordinary hourly rate for ordinary hours worked;

Public Holiday - a penalty rate of 200% of the ordinary hourly rate for ordinary hours worked (Public Holiday means a shift with the major portion on a public holiday. The penalty will be paid for all ordinary hours on the shift. Where a public holiday includes a part of two successive shifts, the one with the greatest number of hours on the public holiday will be considered the public holiday shift.

Casuals will be paid penalty rates calculated on the ordinary hourly rate exclusive of the casual loading.

See subclause 20.7.7 for shift allowances.

See Clause 25 Overtime for overtime for shift workers.

24.7 Night Project Work

This subclause applies only to employees temporarily performing night work on a project basis, in lieu of Monday to Friday penalties.

The penalty for hours worked in the span 3.30 pm Sunday to 7.00 am Friday inclusive will be 35% of the ordinary hourly rate for the time so worked.

All types of leave taken by employees working on the project will be paid at the ordinary rate (i.e. without penalty rates).

Employees may change to day work with the consent of management.

The actual hours to be worked will be agreed prior to project commencement, and may be varied by agreement with employees involved.

The composition and method of selection of the project team will be identified and agreed in writing not less than one week prior to commencement of the project. Where agreement is not reached, NCC may require other employees join the project without the minimum notice provisions above.

- 24.8 The penalty rates in this clause are not cumulative. If more than one rate applies, only the highest rate will be paid.

25. Overtime

25.1 General

25.1.1 Overtime is time worked in excess of or outside ordinary hours of work.

25.1.2 Overtime on any day Monday to Saturday will be paid at time and a half of the Ordinary Hourly Rate for the first two hours and then double time.

25.1.3 Any overtime worked after 12 noon Saturday will be paid at double time.

25.1.4 Overtime worked on Sunday will be paid at double time.

25.1.5 Overtime worked on one day whether in broken periods or otherwise will be regarded as continuous.

25.1.6 Overtime worked on a public holiday will be paid at double time and a half, with a minimum payment of four hours if the overtime is not continuous with ordinary time.

- 25.2 An employee required to work overtime will be entitled to have at least 10 consecutive hours off duty between the completion of overtime and the commencement of ordinary hours without loss of pay.

If an employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at double the ordinary hourly rate until released from duty and then will be entitled to a 10 hour break without loss of pay. This subclause will not apply to employees on a call back if they are not required to work for four hours or more.

- 25.3 Where there is prior agreement between management and an employee, an employee required to work overtime will be granted equivalent time in lieu for overtime hours worked. Where time in lieu instead of overtime has been agreed:

the time in lieu is to be taken at a mutually agreed time as soon as practicable after the time has been worked;

the maximum accrual will be equal to the employee's weekly ordinary hours, provided that agreement may be reached for a greater accrual between an employee or group of employees and management;

NCC will advise an employee approaching the maximum accrual. The employee and management must agree to a program to reduce the accrual. If agreement cannot be reached, management will direct the employee to take the time in lieu accrual at a time convenient to the operation. If the employee does not take the time in lieu as directed, the time in lieu accrual will be reduced by the amount so directed.

This arrangement does not impact on those work areas where there is an existing agreement in relation to the accrual of time in lieu.

25.4 Call Back

25.4.1 A Call Back is when an employee is required to work overtime after leaving the place of employment, regardless of whether the employee was notified prior to cessation of normal duties.

25.4.2 Any employee on a Call Back will be paid for a minimum of four hours at the appropriate overtime rate provided that any subsequent Call Backs occurring within the four hour period of a Call Back will not attract any additional payment. The employee will not be required to work the four hours if the job that the employee was recalled to perform is completed sooner.

25.4.3 Call Back will not be paid where it is customary for an employee to return to work to perform a specific job(s) outside the employee's ordinary hours, where overtime is continuous with the completion or commencement of ordinary hours or where the employee is paid On Call Allowance.

25.4.4 Any employee on a Call Back will be entitled to be paid for fares actually incurred or Vehicle Allowance and travelling time from the employee's home to the work and return.

25.4.5 Any employee on a call back will be entitled to delay the start of the following day's work without loss of pay for the same period as that worked on a call back between 11.30pm and 5.00 am.

25.5 On Call Allowance

25.5.1 An employee who is not provided a leaseback vehicle may be paid On Call Allowance. They must be contactable and available outside of ordinary hours to respond within a reasonable time to emergency and breakdown work or supervise call back of other employees. An employee required to attend work will be entitled to be paid for fares actually incurred or Vehicle Allowance from the employee's home to the work and return.

25.5.2 An employee provided with a leaseback vehicle and who is required to be on call will be allowed reduced leaseback contributions in accordance with NCC Policy.

25.5.3 An employee paid On Call Allowance or who has a leaseback vehicle and is on call, and is required to attend a call will be paid at overtime rates for the time from when the employee leaves for work, but not the minimum time of Call Back.

Leave

26. Annual Leave

26.1. An employee, except a Casual employee, will accrue four weeks of annual leave on each anniversary of employment.

26.2 A Part Time employee will accrue annual leave in the proportion of their ordinary hours worked to Full Time hours. This includes ordinary hours worked in excess of their regular number of hours.

- 26.3 Annual leave shall be taken in periods of not less than one day and at times agreed between management and employee.
- 26.4 Payment to an employee proceeding on annual leave will be prior to commencing leave, or as normal salary, as requested by the employee.
- 26.5 Payment will be at the ordinary rate immediately prior to commencing leave, plus shift penalty rates which would have been incurred on ordinary hours during the leave period.
- 26.6 Annual leave balances will be recorded in hours and leave taken deducted in hours, in accordance with the ordinary hours worked by the employee.
- 26.7 An employee should take annual leave within 12 months of accrual.

When an employee's annual leave balance (accrued and pro-rata) exceeds ten weeks the employee must make arrangements to reduce the balance to not more than eight weeks within two months or other agreed time frame. Where the employee does not take leave sufficient to reduce the balance, management may direct the employee to take annual leave at times convenient to the operation.

- 26.8 When an employee's service is terminated they will be paid for:

Any accrued annual leave not yet taken at the ordinary rate, and

For the uncompleted current year of service one twelfth of their ordinary rate earnings to the date of termination.

- 26.9 Annual Leave Loading

26.9.1 Annual Leave Loading is payable to weekly employees engaged for greater than one year, and equivalent to 17.5 per cent of four weeks of the ordinary rate of pay as at 31 October exclusive of any other allowances, penalty rates, overtime or any other payments prescribed by this award.

26.9.2 Employees with greater than one years service shall be paid the loading one each year during November.

26.9.3 A pro rata entitlement shall be made to employees who commenced employment after 1 November in any one year. The pro rata payment being based on the number of completed weeks of service.

26.9.4 When employees are terminated by NCC for any cause other than misconduct or by employees on account of illness or early retirement age as defined in the Deed and/or Rules governing the operation of the Local Government Superannuation Scheme, they will be paid a loading of 17.5 per cent of the ordinary rate of pay for completed months of service since 31 October.

26.9.5 Except as provided by 26.9.4 no loading is payable on the termination of an employee's employment.

27. Long Service Leave

- 27.1 Entitlement

An employee will accrue long service leave at the rate of 13 weeks for each 10 years of continuous service up to 15 years of service, and thereafter 11 weeks for each five years of continuous service.

Period of Service	Leave Due
5 years	6.5 weeks
10 Years	13 Weeks
15 Years	19.5 Weeks
20 Years	30.5 weeks

27.2 Taking Long Service Leave

An employee may take Long Service Leave after completion of five years continuous service with NCC.

For the purposes of calculating Long Service Leave entitlement in accordance with this clause, prior continuous service with any other Council or Council will be deemed to be service with NCC.

Long service leave will be exclusive of annual leave and public holidays occurring during the period of long service leave.

Long service leave will be taken at times and for periods agreed between management and employee in periods of not less than one week.

27.3 Payment for Long Service Leave

Payment to an employee will be prior to commencing leave, or as normal salary, as requested by the employee.

Payment will be at the ordinary rate immediately prior to commencement of leave, or such higher rate provided by the Long Service Leave Act (NSW).

27.4 Long Service Leave on termination

Five but less than 10 years completed service:

an employee who is retrenched, terminated on account of illness, incapacity or domestic or other pressing necessity, or retires after attaining the preservation age prescribed in the Superannuation Guarantee Act will be paid Long Service Leave at their ordinary rate or such higher rate provided by the Long Service Leave Act;

an employee with less than 10 years service leaving NCC for any other reason will not be entitled to payment of long service leave.

Ten or more years completed service:

an employee terminated for any reason will be paid long service leave at their ordinary rate or such higher rate provided by the Long Service Leave Act.

27.5 Service with Other Councils

27.5.1 An employee leaving to undertake employment at another council may have the value of long service leave entitlement on termination paid to that other council, provided that NCC must be satisfied that the amount so transferred will not be released to the employee on lesser conditions than this Award, and subject to the other council accepting the transfer.

27.5.2 An employee who commences at NCC within three months of ceasing employment with another NSW Local Government Council will have previous continuous service with that council recognised as qualifying service for Long Service Leave, but no leave will be accrued unless NCC receives from the other council(s) the monetary value of the long service leave for the period (or part of the period).

28. Sick Leave

28.1 Any employee unfit for work due to personal illness or injury (other than that covered by Workers' Compensation), will be paid at their ordinary rate during such absence provided:

the employee notifies the nature of illness and expected duration of absence prior to normal starting time on the first day of absence in accordance with NCC procedures. (In exceptional

circumstances where the employee is unable to notify before starting time, they must do so as soon as practicable);

where the absence extends beyond the period originally advised, the employee notifies the absence, as above prior to the commencement of the extended period;

the employee provides a medical certificate for any absence in excess of two days, and if required by Management for any absences in excess of five occasions in any sick leave year;

the employee has available sick leave entitlements.

28.2 Sick Leave Entitlement

A Permanent employee will be credited with two weeks (at their ordinary time hours) sick leave on commencement and three weeks on each anniversary of employment, which will accumulate indefinitely.

Temporary employees and Fixed Term employees will be entitled to sick leave on the basis of 1/2 week (at their ordinary time hours) for each thirteen weeks, available at the commencement of each 13 week period.

28.3 Sick leave will be recorded in hours and time taken deducted.

28.4 If a public holiday occurs during a period of absence on sick leave the day will not be deducted from sick leave.

28.5 An employee who is unfit for work due to illness or injury for a continuous period of at least a working week while on annual leave or long service leave and provides a medical certificate covering the period of unfitness will have the annual leave or long service leave re-credited and sick leave deducted.

28.6 Where an employee joins NCC from another NSW Local Government Council, and has continuity of service for purposes of long service leave, NCC will recognise an untaken balance of sick leave of up to 13 weeks. This leave will not be available to be taken unless leave entitlement under this Award has been first exhausted. This leave will not be available to be paid out under any circumstances.

28.7 Unless mutually agreed, the retirement or termination of an employee on account of permanent incapacity shall not be effected earlier than the date on which the employee's credit of sick leave is exhausted.

28.8 NCC may require an employee to attend a doctor nominated by NCC at NCC cost.

29. Carers' Leave

29.1 Carers' leave is leave a weekly employee can take to care for a family member who is sick or requires care due to an unexpected emergency. If an employee takes carers' leave she/he must be responsible for the care of the person who is sick.

29.2 Carers' leave is deducted from sick leave. An employee may use all of their sick leave entitlement to care for the sick family member. Carers leave may be taken in part days.

29.3 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

29.4 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 NCC's and employee's requirements.

29.5 Leave may be taken to care for a family member who is the employee's:

- spouse, de facto spouse or same sex partner;
- child, including adopted, foster, ex-nuptial or step child;
- parent, including foster parent or legal guardian;
- grandparent, grandchild or sibling.

An employee may also take leave for the children, parents, grandparents or siblings of their spouse or de facto spouse, or any other relative who is a member of the employee's household.

29.6 To take carers' leave, an employee shall:

- notify management of the reasons for the leave, who needs the care, their relationship and the expected duration of the leave. Where practicable, this should be done in advance, and in any case no later than the first day of absence;
- 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; or
- if required establish by production of documentation acceptable to NCC or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

29.7 An employee may, with consent of NCC:

- use annual leave or leave without pay;
- take time off in lieu of payment of overtime;
- work 'make up' time at ordinary rate.

29.8 Subject to the evidentiary and notice requirements in this clause Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Subclause 29.3 who requires care and support due to illness, unexpected emergency or the birth of a child.

29.8.1 NCC 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.

29.8.2 NCC will 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.

30. Public Holidays

30.1 The days on which holidays will be observed are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Picnic Day, Bank Holiday and Show Day will also be regarded as Public Holidays, subject to the terms and conditions attaching to these days as specified in this clause.

- 30.2 Where a public holiday falls on a day ordinarily worked by a Weekly Employee:
- (i) if the employee is not required to work, the employee will be paid at ordinary rate for the ordinary hours they would otherwise have worked.
 - (ii) if the employee is required to work, the employee will be paid at ordinary rate for ordinary hours they would otherwise have worked, double time in addition for ordinary hours worked.
- 30.3 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award that falls on a day the employee would not ordinarily work, the employee will be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 30.4 Where a Weekly employee works on a fixed roster cycle (e.g. 19 day month), and a public holiday falls on the scheduled roster day off, the roster day off will be moved to another day.
- 30.5 A Casual employee working on a public holiday will be paid treble ordinary rate for all time worked.

See Overtime Clause 25 for overtime on a public holiday.

- 30.6 Essential services normally provided, plus additional services to the extent that the community does not perceive a loss of service will be provided on Picnic Day, Bank Holiday and Show Day.

30.7 Picnic Day

Picnic Day is a day which is not a general holiday and on which NCC must continue to provide essential and other services so that the community does not perceive a loss of service. NCC will keep the number of employees required to a minimum and finalise arrangements for work to be performed at least one week prior to Picnic Day.

Picnic day will be observed on a day agreed with the Consultative Committee.

An employee who has purchased a Picnic Day Ticket will be allowed the day off work and be paid at ordinary rate for the ordinary hours they would otherwise have worked, provided the Ticket was purchased at least one month prior to Picnic Day and not after the employee agreed to work on Picnic Day.

An employee eligible to be allowed the day off on Picnic Day but who is required to work will be paid ordinary rate for the ordinary hours they would otherwise have worked, reimbursed the cost of the picnic and allowed a day off at a mutually agreed time.

For all other employees the day will be a normal day.

Any overtime worked on Picnic Day will be normal overtime, that is, not overtime on a public holiday.

30.8 Bank Holiday

30.8.1 For the purposes of this award, Bank Holiday will be regarded as a holiday and will be observed on an agreed day during the Christmas/New Year period.

30.8.2 Employees may be engaged on a mutually agreed basis to provide services on Bank Holiday. Employees so engaged will be entitled only to payment at ordinary rates for the day plus a day in lieu.

30.8.3 The only exception to this provision is Parking Station staff where an entitlement to penalty rates continues to exist. This entitlement arises due to the fact that this section of employees covered by the previous Municipal Employees Newcastle (Salaried Division) award were entitled to penalty rates prior to Bank Holiday being transferred to the Christmas/New Year period.

30.8.4 Agreement shall be reached at least one week prior to Bank Holiday each year in regard to employees working and the terms and conditions attaching to such work.

30.9 Show Day

30.9.1 For the purposes of this award, Show Day will be regarded as a holiday and will be observed on the Friday of Show Week, provided that NCC may, on the application of the Unions concerned, approve another day being taken in lieu thereof during the currency of the Newcastle Show.

30.9.2 Services traditionally provided on Show Day are as follows:-

Garbage Collection and Disposal site staff, Beach Inspectors and Cleaners, Inland Pool Attendants, Parking Stations staff, Ordinance Staff, Convenience Cleaners, Museum and Art Gallery staff, Municipal Buildings cleaning staff, Workshops staff, Street Cleansing staff, Blackbutt Reserve Staff.

30.9.3 Employees in the abovementioned classifications who are required to work on Show Day will be entitled to the penalty rate provisions of the award.

30.9.4 Employees may be engaged on a mutually agreed basis to provide services additional to those referred to in Clause 30.9.2 on Show Day. Employees so engaged will be entitled only to payment at ordinary rates for the day plus a day off in lieu on either Wednesday or Thursday of Show Week. Where a day in lieu at that time is not practicable, discussions will take place between management and staff to ensure that a mutually satisfactory outcome is achieved. Unions will be advised of those outcomes.

30.9.5 Agreement shall be reached at least one week prior to Show Day each year in regard to employees working and the terms and conditions attaching to such work.

31. Parental Leave

31.1 Parental Leave provisions will be in accordance with the *Industrial Relations Act 1996*.

31.2 A permanent employee entitled to parental leave will be entitled to nine weeks paid leave in accordance with the NCC Parental Leave with Pay Policy.

31.3 NCC will not fail to re-engage a regular casual employee 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.

31.4 Right to Request

31.4.1 A weekly employee entitled to Parental Leave may request:

- (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.

31.4.2 Management 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 NCC business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

31.4.3 The employees request and Management's decision made under Subclause 31.4.1 (ii) and (iii) must be recorded in writing.

31.4.4 Where an employee wishes to make a request under Subclause 31.4.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

31.5 Communication during Parental Leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NCC 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.

31.6 The employee shall take reasonable steps to inform NCC 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.

31.7 The employee shall also notify the employer of changes of address or other contact details which might affect NCC's capacity to comply with Subclause 31.5.

31.8 NCC must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act* 1996 because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

32. Bereavement Leave

32.1 An employee other than a Casual employee shall be entitled to up to two days bereavement leave at ordinary rate on each occasion of the death of a person prescribed in Carer's Leave and in respect to the death of a son-in-law or daughter-in-law.

32.1.1 The employee must notify management as soon as practicable of the intention to take bereavement leave and will, if required, provide to the satisfaction of management proof of death.

32.1.2 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.

32.1.3 Bereavement leave may be taken in conjunction with annual leave or long service leave or leave without pay. In determining such a request management will give consideration to the circumstances of the employee and reasonable operational requirements.

32.2 Subject to the evidentiary and notice requirements of this clause 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 Carer's Leave.

32.2.1 NCC and the employee shall agree on the period for which the employee will be entitled to not be available to attend work for up to 48 hour (i.e. two days) per occasion. The Casual employee is not entitled to any payment for the period of non-attendance.

32.2.2 NCC will 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.

33. Leave Without Pay

33.1 Leave without pay may be taken at a time convenient to NCC, and shall not be regarded as service for the purpose of long service leave, sick leave or annual leave. Leave without pay shall not constitute a break in the employee's continuity of service.

33.2 An employee shall not be entitled to any payment for public holidays during an absence on leave without pay.

34. Blood Bank Leave

34.1 Permanent employees shall be entitled to take leave for the purpose of donating blood, at a time mutually convenient to NCC and the employee.

34.2 The employee shall notify management as soon as possible of the time and date upon which he or she is requesting to be absent for the purpose of donating blood.

34.3 Blood bank leave will be paid leave up to a maximum of one and half hours for each occasion and subject to a maximum of four separate absences each calendar year.

34.4 Proof of the duration and attendance for the purpose of donating blood, shall be provided to the satisfaction of NCC.

35. Avoiding and Resolving Grievances

35.1 Principles

The principles for resolving issues are:

timely consultation, cooperation and discussion, with a minimum of formality;

to deal with and resolve issues as close to their source as possible;

time frames agreed by the participants at each stage of the process.

An employee may be assisted at any stage of this process by a Union representative or other support person. While an issue is dealt with, work will continue normally in accordance with reasonable directions of management and having regard to safe working practices.

35.2 Procedure

Any issue will be dealt with using Steps 1 to 4 below. Discussion should commence at the lowest step where resolution can be achieved. If not resolved at that step, the issue will be moved to the next step. By agreement, any of the steps may be bypassed in the interests of achieving a timely resolution. Where agreed time frames are not met, the issue may be referred to the Executive Manager Human Resources.

No party will engage in provocative action while the procedure is followed.

Step 1

Discussion and if possible resolution within the work team between the employee and immediate management.

Step 2

If the issue is not resolved, the employee should complete and submit a Grievance Form setting out the nature of the grievance. Within two working days, the time frames and process to resolve the issue will be set by the Parties.

Discussions will be held between the employee/s concerned and the relevant Group Coordinator and/or Service Unit Manager.

Step 3

If the issue is not resolved, the employee should request the issue be referred to the Group Manager.

Discussions will be held involving the relevant Group Manager or other NCC nominee.

Step 4

If issue is still not resolved, the employee/s may request the General Manager make a determination.

The General Manager will consider the issue. The General Manager may convene a further conference of the Parties prior to making a determination.

The General Manager will provide a response within one week, setting out the process and timeframe for conclusion. The General Manager's determination in writing to the employee(s) will be provided in accordance with the process advised.

35.3 Referral to the Industrial Relations Commission

A dispute shall not be notified to the Commission until the above procedure has been exhausted, unless all Parties to the issue agree otherwise.

35.4 Safety Concerns

The Parties to this Award place the highest importance on safe working practices, safe working conditions and the health and well being of people in the workplace.

Matters that may be a risk to health and safety must be advised to the work team management. If not responded to, the employee should advise higher level management, any member of the OHS Committee or a union representative.

36. Managing for Performance General

36.1 General

The objective is to constructively and consistently resolve work performance, behaviour or conduct issues by correcting actions which do not meet required standards.

This process applies to all employees, however indentured apprentices and trainees are covered up to and including Stage 3 only.

Depending on the seriousness of the issue the process may commence at any Stage.

This process emphasises counselling and the achievement of expected standards. Issues raised need to be explored fully, and the employee provided the opportunity to respond to, and have considered, their response to issues raised. Where appropriate, a Performance Plan may be developed and implemented.

An employee may be accompanied by another employee or a Union representative at any stage during this process, and may access and use NCC support services (e.g. EAP) during the process.

An employee is entitled to view their personnel file under supervision and may take notes and/or copies of the contents of their file.

The Parties are committed to high standards of OHS performance. Employees are expected to comply with safe work systems and procedures. Management of performance and behaviour in OHS is covered by the Managing for Performance process.

36.2 Responsibilities of Management

to set and communicate standards of work performance and behaviour;

to monitor and manage work performance and behaviour;

to identify issues of concern with work performance, behaviour or conduct;

to discuss issue(s) of concern with the employee;

to document discussions about issue(s) of concern;

to consistently apply the process.

36.3 Responsibilities of Employees

to perform work to required standards;

to behave in an appropriate manner;

to carry out reasonable instructions given by management;

To comply with the NCC Code of Conduct, Policies and Procedures.

36.4 Stage 1

Informal Discussion

Where an employee's work performance or behaviour is considered to be less than the required standard, management must discuss the issues with the employee. The purpose is to:

provide a positive environment leading to performance improvement;

identify the issues which are of concern;

provide the employee an opportunity to respond to the issues of concern;

develop a shared understanding of the standard expected and the way which those expectations will be achieved.

In many cases, this discussion will be sufficient to resolve any issues.

Counselling

If informal discussion does not result in sufficient improvement, or the issues are more serious, formal counselling should occur.

Prior to the meeting, the employee will be advised of the nature and reasons for the meeting. The meeting should be conducted in a private place, without interruptions or distractions.

Counselling will cover:

- the issues, performance or behaviour;
- the standard expected;
- the nature of the improvement required;
- the appropriate steps to be taken to achieve the standards expected;
- the time within which reasonable improvement can be expected and for further review.

The employee must be given the opportunity to respond to the issues raised. The outcomes of the discussion will be provided to the employee in writing and placed on the employees personnel file. The employee may add comments.

36.5 Stage 2

Lack of improvement to the required standard after counselling, or poor performance behaviour or conduct, must result in further counselling. The consequences of continued or repeated unsatisfactory performance behaviour or conduct must be made clear to the employee.

Prior to the meeting, the employee will be advised of the nature and reasons for the meeting. The meeting should be conducted in a private place, without interruptions or distractions.

Counselling must make clear:

- identified unsatisfactory performance, behaviour or conduct;
- the standard expected;
- the nature of the improvement required;
- the appropriate steps to be taken to achieve the standards expected;
- the time within which reasonable improvement can be expected and for further review;
- the consequences of continued unsatisfactory performance, behaviour or conduct.

The employee must be given the opportunity to respond to the issues raised.

A Performance Plan may be established identifying the issues requiring improvement, the actions required, and the standard required.

A review period will be set, during which performance will be monitored. The review period will normally be of six months' duration but may be of greater or lesser period depending on the nature of the issues.

The employee outcome of the meeting and of any warning given will be provided to the employee in writing and placed on the employees personnel file. The employee may add comments.

36.6 Stage 3

If the employee's performance, behaviour or conduct does not meet the required standard, or there is serious poor performance, misbehaviour or misconduct, the matters must be addressed.

NCC may suspend an employee on ordinary pay for a period which should not generally exceed two weeks to enable an appropriate investigation.

Management will investigate the issues. Prior to a meeting the employee will be advised of the nature and reasons for the meeting. The meeting should be conducted in a private place, without interruptions or distractions.

The issues will be put to the employee. The employee will be given the opportunity to respond to the issues. Management will consider the results of investigation and the responses given.

A Performance Plan may be established identifying the areas of performance, behaviour or conduct requiring improvement, the required actions and the required standard.

Disciplinary action may take the form of demotion for a period of time, suspension without pay for a period not exceeding five working days, lateral transfer and/or a warning.

The disciplinary action taken and warning will be confirmed in writing, and a copy placed on the employees personnel file.

36.7 Stage 4

If an employee's performance, behaviour or conduct continues to be unsatisfactory, or there is serious misconduct, an interview will be held.

NCC may suspend an employee on ordinary pay for a period which should not generally exceed two weeks to enable an appropriate investigation.

Management will investigate the issues. Prior to the meeting, the employee will be advised of the nature and reasons for the meeting. The meeting should be conducted in a private place, without interruptions or distractions.

The issues will be put to the employee. The employee will be given the opportunity to respond to the issues. Management will consider the results of investigation and the responses given.

If Management considers there to be a prima facie case for termination, the employee will be asked to show cause why their employment should not be terminated.

Summary Dismissal

In some circumstances the conduct or actions of an employee may warrant instant or summary dismissal. Accordingly, foregoing procedures will not affect the rights of the NCC to dismiss an employee.

37. Organisational Pay Increases

There will be four pay increase made under this Award:

1. payment equivalent to 1% backdated to the first full pay period on or after 1 December 2005 on base salary.
2. 3.5% effective the first full pay period on or after 1 July 2006.
3. 3.75% effective the first full pay period on or after 1 July 2007.

4. 3.75% effective the first full pay period on or after 1 July 2008.

PART B

MONETARY RATES

Table 1 - Ordinary Rates of Pay - Trainees and Apprentices

Pay Point	% of Pay Point 7	Effective date of commencement \$ per week	Effective F.F.P.P. 1 July 2006 \$ per week	Effective F.F.P.P. 1 July 2007 \$ per week	Effective F.F.P.P. 1 July 2008 \$ per week	Employment Categories
T(i)	50%	409.40	423.80	439.70	456.20	Apprentice Year 1 Trainee - School Certificate Year 1
T(ii)	60%	491.30	508.50	527.60	547.40	Apprentice Year 2 Trainee - School Certificate Year 2
T(iii)	70%	573.20	593.30	615.50	638.60	Apprentice Year 3 Trainee - School Certificate Year 3 Trainee - Higher School Certificate Year 1
T(iv)	80%	655.00	678.00	703.40	729.80	Apprentice Year 4 Trainee - School Certificate Year 4 Trainees - High School Certificate Year 2
T(v)	85%	696.00	720.40	747.40	775.50	Trainee - Higher School Certificate Year 3
T(vi)	90%	736.90	762.80	791.40	821.10	Trainee - Higher School Certificate Year 4
T(vii)	95%	777.90	805.10	835.30	866.70	Trainee - Higher School Certificate Year 5
T(viii)	100%	818.80	847.50	879.30	912.30	Trainee - Higher School Certificate Year 6

Commencement level depends on education and experience for all classifications.

Trainees (Indentured and non-indentured) need to satisfy both academic and operational requirements to progress from year to year.

Trainees and Apprentices must complete the relevant Traineeship/Apprenticeship to be eligible for appointment to position in Table 2.

Table 2 - Ordinary Rates of Pay - All Other Employees

Salary Levels	Effective date of commencement \$ per week	Effective F.F.P.P. 1 July 2006 \$ per week	Effective F.F.P.P. 1 July 2007 \$ per week	Effective F.F.P.P. 1 July 2008 \$ per week
SP24	2,583.70	2,674.10	2,774.40	2,878.40
SP23	2,352.70	2,435.00	2,526.30	2,621.00
SP22	2,149.00	2,224.20	2,307.60	2,394.10
SP21	1,969.60	2,038.50	2,114.90	2,194.20
SP20	1,811.30	1,874.70	1,945.00	2,017.90
SP19	1,671.00	1,729.50	1,794.40	1,861.70
SP18	1,546.20	1,600.30	1,660.30	1,722.60
SP17	1,435.50	1,485.70	1,541.40	1,599.20

SP16	1,337.40	1,384.20	1,436.10	1,490.00
SP15	1,245.70	1,289.30	1,337.60	1,387.80
SP14	1,164.50	1,205.30	1,250.50	1,297.40
SP13	1,093.30	1,131.60	1,174.00	1,218.00
SP12	1,029.50	1,065.50	1,105.50	1,147.00
SP11	973.70	1,007.80	1,045.60	1,084.80
SP10	924.40	956.80	992.70	1,029.90
SP9	885.30	916.30	950.70	986.40
SP8	850.20	880.00	913.00	947.20
SP7	818.80	847.50	879.30	912.30
SP6	790.40	818.10	848.80	880.60
SP5	766.50	793.30	823.00	853.90
SP4	745.80	771.90	800.80	830.80
SP3	727.40	752.90	781.10	810.40
SP2	712.20	737.10	764.70	793.40
SP1	698.40	722.80	749.90	778.00

Table 3 - Other Rates and Allowances

Clause No.	Brief Description	Frequency	Effective date of commencement Amount \$	Effective F.F.P.P 1 July 2006 Amount \$	Effective F.F.P.P 1 July 2007 Amount \$	Effective F.F.P.P 1 July 2008 Amount \$
20.7.2	Vehicle Allowance Vehicle less than 2.5 litres Vehicle 2.5 litres and over	Per Kilometre Per Kilometre	0.56 0.63			
20.7.3	Follow the job Allowance	Per Day	5.20	5.38	5.58	5.79
20.7.4	Tool Allowance Carpenter/Plumber Motor Mechanic/ Mechanical Fitter Bricklayer/Plasterer Blacksmith Painter/Signwriter Value of Tools	Per Week Per Week Per Week Per Week Per Week	22.40 22.40 16.10 17.80 5.80 1,108.90	23.18 23.18 16.66 18.42 6.00 1,147.71	24.05 24.05 17.29 19.11 6.23 1,190.75	24.96 24.96 17.94 19.83 6.46 1,235.40
20.7.5	Special Conditions Allowances Asphaltic Concrete Oxy Viva First-Aid	Per Day Per Day Per Week	5.16 1.14 9.80	5.34 1.18 10.14	5.54 1.22 10.52	5.75 1.27 10.92
	Emergency Wardens Chief Warden Deputy Warden Warden	Per Day Per Day Per Day	2.70 2.28 1.86	2.79 2.36 1.93	2.90 2.45 2.00	3.01 2.54 2.07
	Work Area Allowance Bricklayers Carpenters Painters & Signwriters Plumbers Urban Trees Pest and Weed Street & Gutter - Broom Operators (Day)	Per Week Per Week Per Week Per Week Per Week Per Week Per Week	5.20 5.20 1.30 12.40 10.35 15.55 7.75	5.38 5.38 1.35 12.83 10.71 16.09 8.02	5.58 5.58 1.40 13.32 11.11 16.70 8.32	5.79 5.79 1.45 13.81 11.53 17.32 8.63

	Street & Gutter - Eductor	Per Week	15.55	16.09	16.70	17.32
	Street & Gutter - Field Workers	Per Week	7.75	8.02	8.32	8.63
	Classified Roads - Field Workers	Per Week	5.20	5.38	5.58	5.79
	Classified Roads - Motor Vehicle Driver	Per Week	5.20	5.38	5.58	5.79
	Rapid Response Unit	Per Week	5.20	5.38	5.58	5.79
	Fleet Operations - Trades, Labourers	Per Week	5.20	5.38	5.58	5.79
	Fleet Operations - Motor Vehicle Driver	Per Week	10.35	10.71	11.11	11.53
	Road Maintenance - Field Workers	Per Week	2.60	2.69	2.79	2.90
	Road Maintenance - Motor Vehicle Driver	Per Week	1.30	1.35	1.40	1.45
	Road Maintenance - Plant Operator	Per Week	1.30	1.35	1.40	1.45
	Road Construction - Field Workers	Per Week	1.30	1.35	1.40	1.45
	Road Construction - Motor Vehicle Driver	Per Week	5.20	5.38	5.58	5.79
	Road Construction - Plant Operators	Per Week	5.20	5.38	5.58	5.79
	Parks Maintenance - Plant Operators	Per Week	5.20	5.38	5.58	5.79
	Parks Maintenance - Field Workers	Per Week	5.20	5.38	5.58	5.79
20.7.6	Confined Space Minimum Per Hour	Per Hour	1.94 0.46	2.01 0.48	2.08 0.49	2.16 0.51
20.7.7	Shift Allowance 2 or 3 Shift Allowance	Per Day	16.02	16.58	17.20	17.85
	Early Morning Shift Allowance	Per Day	6.70	6.93	7.19	7.46
Appendix A (iii)	Computer Services Staff	Per Shift	16.01	16.57	17.19	17.84
Appendix A (v)(b)	Cleaners	Per Shift	6.71	6.94	7.21	7.48
Appendix A (v)(c)	Cleaners	Per Day	11.35	11.75	12.19	12.64
Appendix A (xi)(a)	Parking Station Employees	Per Shift	16.01	16.57	17.19	17.84
Appendix A (xiv)	Ordinary hours, Rostered Shift finishing after 6.30pm and at or before midnight	Per Shift	16.01	16.57	17.19	17.84
23.7	Meal Allowance		8.10			
25.5	On Call Allowance	Per Week	122.90	127.20	131.97	136.92

APPENDIX A - HOURS OF WORK - CONTINUING ARRANGEMENTS

This is Appendix A referred to in sub clause 20.7.7 of Clause 20 Salary System

- (i) Animal Control Officers, Ordinance Officers, Rangers - The ordinary working hours shall not exceed 76 per fortnight including Saturday, Sunday and public holidays as rostered in shifts of not more than seven and three-fifths hours per day; provided that the employee shall be allowed off two full days each week.

- (ii) Beach Inspectors - The ordinary working hours shall not exceed thirty-eight per week to be worked in five shifts, which shall include Saturday and Sunday as rostered.
- (iii) Computer Services Staff - Computer Services Staff who are required to work an ordinary hours rostered shift finishing after 6.30pm and at or before midnight, Monday to Friday excluding public holidays, or a shift finishing subsequent to midnight and at or before 8.00am Monday to Friday inclusive, except public holidays, shall be paid an allowance as set out in Item 43 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, for each shift worked.
- (iv) Curators - The ordinary working hours shall be thirty-eight per week, including Saturday, Sunday and public holidays as rostered; provided that the employee shall be allowed one full day off each week.
- (v) Cleaners -
 - (a) The ordinary working hours shall not exceed thirty-eight per week, to be worked between the hours of 4.00am and 7.00pm on Monday to Friday, inclusive, with a half hour for a meal.
 - (b) Cleaners required to work an ordinary-hours rostered shift commencing at or after 4.00am and before 5.30am Monday to Friday, excluding public holidays, shall be paid an allowance as set out in Item 44 of the said Table 3 for each shift worked.
 - (c) Cleaners required to perform a rostered daily shift in two parts shall be paid an allowance per day as set out in Item 45 of Table 3, Monday to Friday, excluding public holidays, on each day the rostered shift is performed in two parts.
- (vi) Chauffeurs - The ordinary working hours shall be thirty-eight per week, Monday to Saturday, as required.
- (vii) Commissionaires - The ordinary working hours shall be thirty-eight per week, to be worked on Monday to Saturday as rostered in shifts of not more than seven and three-fifths hours per day.
- (viii) Garbage and Street Cleaning Supervisors - The ordinary working hours of the garbage and street cleansing service supervisors shall be thirty-eight per week, to be worked not more than seven and three-fifths hours per day between the spread of hours of 5.00am and 5.30pm Monday to Friday, inclusive.
- (ix) Library Employees - The ordinary working hours for library employees working shift work shall not be more than thirty-five per week, to be worked in accordance with a regular roster between the hours of 8.00am and 9.00pm Monday to Friday, inclusive and 8.00am and 5.00pm Saturday, in straight shifts not exceeding eight consecutive hours inclusive of a meal break of one hour.
- (x) Motor Vehicle Drivers, Street Sweeping and/or Flushing - The ordinary working hours shall not exceed thirty-eight per week, to be worked between the hours of 11.00pm and 8.00am on weekdays. Employees so working shall be entitled to the relevant shift work allowance applicable to a two or three shift worker.
- (xi) Parking Station Employees:-
 - (a) The ordinary hours of Parking Station Attendants other than those engaged on shift work shall be thirty-eight per week to be worked not more than seven and three-fifths hours per day, Monday to Saturday, between the spread of hours of 6.30am and 8.30pm Monday to Friday and 6.30am and 1.30pm on Saturdays. Attendants required to work an ordinary hours rostered shift finishing after 6.30pm, Monday to Friday inclusive, excluding public holidays, shall be paid an allowance as set out in Item 46 of Table 3 for each shift worked.
 - (b) The ordinary working hours for Parking Station Attendants working shift work shall be 38 per week to be worked not more than seven and three-fifths hours per day between a spread of hours commencing at 6.30 am each day (except Sunday) and extending to 1.30am the following morning. Employees working a roster in accordance with this paragraph will be considered to be two shift workers and entitled to the relevant shift work allowance.

- (xii) Pool Employees - The ordinary working hours shall not exceed seventy six per fortnight, to be worked as rostered, Monday to Sunday, including public holidays; provided that at least two (2) days are allowed off each fortnight.
- (xiii) Scavengers and Drivers, Day Work - The ordinary working hours shall be thirty-eight per week, to be worked not more than seven and three fifths hours per day between the spread of hours of 5.00am and 5.30pm Monday to Friday, inclusive.
- (xiv) An employee engaged in any classifications appearing in subclauses (v), (vi), (vii), (ix), (xi) and (xii) of this Appendix, required to work an ordinary-hours rostered shift finishing after 6.30pm and at or before midnight, Monday to Friday, excluding public holidays, shall be paid an allowance as set out in Item 47 of Table 3 for each such shift worked.

APPENDIX B - SKILLS/QUALIFICATIONS ALLOWANCES

This is Appendix B referred to in Clause 20, Salary System.

The previous award provisions referred to in sub-clause 20.1.2 are as follows:-

1. Municipal Employees' Newcastle (Wages Division) Award published 8 November 1989 (258 I.G. 365), as varied - clause 7 Extra Allowances.
 - (i) Sub Clause (v) regarding Electrical Fitter/Mechanic.
 - (ii) Sub Clause (vi) regarding driving vehicles to which equipment is attached.
 - (iii) Sub Clause (xxiv) regarding Gardeners and etc, holding Horticultural Certificates and Greenkeeping Course qualifications.
 - (iv) Sub Clause (xxv) regarding employees using oxy-viva resuscitation units.
 - (v) Sub Clause (xxvi) regarding Plumbers' Registration Certificate.
 - (vi) Sub Clause (xxvii) regarding Beach Inspectors and Pool Attendants in possession of a First Aid Certificate.
 - (vii) Sub Clause (xxviii) regarding Plant Operator Field Service and Adjustment Allowance.
 - (viii) Sub Clause (xxx) regarding Power Boat Allowance for Beach Inspectors.
 - (ix) Sub Clause (xxxi) regarding Crane Chaser's Allowance.
 - (x) Sub Clause (xxxii) regarding Crane Driver's Allowance.
 - (xi) Sub Clause (xxxiii) regarding LPG Allowance for Plumbers.
2. Municipal Employees' Newcastle (Salaried Division) Award published 8 November 1989 (260 I.G. 721) as varied - clause 6 Allowances regarding employees holding a Horticultural Certificate or a Greenkeeping course qualification.

3. Health Surveyors' Newcastle Award published 3 April 1985 (237 I.G. 1) - paragraph (a) of clause 6 Salaries regarding qualification allowances for Trainee Health Surveyors.

R. W. HARRISON *D.P.*

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(1131)

SERIAL C4715

AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS EMPLOYED BY THE OFFICE OF THE BOARD OF STUDIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Board of Studies.

(No. IRC 303 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in clause 1, Arrangement of the award published 20 May 2005 (351 I.G. 160) the following new clause 9 Family Provisions, and renumber existing clauses accordingly:

9. Family Leave Provisions

2. Insert after clause 8, Travel and Living Allowance, the following new clause:

9. Family Leave Provisions

- 9.1 The General Manager must not fail to re-engage an Employee because:

9.1.1 The Employee or Employee's spouse is pregnant; or

9.1.2 The Employee is or has been immediately absent on parental leave

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member being:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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), a grandparent, grandchild or sibling of the Employee or of the spouse or of de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this 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

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 evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.2 The General Manager and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

9.2.3 The General Manager must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

9.3 The Employee, shall if required,

9.3.1 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

9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an 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.

9.4 The Employee must, as soon as reasonably practical 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 (drawn from AIRC order (PR964989)).

9.5 Bereavement entitlements for Employees

9.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

9.5.2 The General Manager 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 agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

9.5.3 The General Manager must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the 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 (Drawn from AIRC order [PR964989])."

3. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

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(1107)

SERIAL C4688

HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Board of Studies.

(No. IRC 302 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in the Arrangement in Section 4 - Rates of Pay and Allowances, of the award published 23 December 2005 (355 I.G. 539), the following new clause 14, Family Leave Provisions, and renumber existing clauses accordingly:

14. Family Leave Provisions

2. Insert after clause 13. Reporting of Performance, the following new clause:

14. Family Leave Provisions

- 14.1 The General Manager must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

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

- 14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member being:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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), a grandparent, grandchild or sibling of the Employee or of the spouse or of de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this 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

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 evidentiary requirements set out below in (14.3), and the notice requirements set out in (14.4).

14.2.2 The General Manager and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The General Manager must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 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

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an 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.

14.4 The Employee must, as soon as reasonably practical 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 (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

14.5.2 The General Manager 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 agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The General Manager must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the 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 (Drawn from AIRC order [PR964989]).

3. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J, *President*

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ENERGY AUSTRALIA AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Energy Australia.

(No. IRC 331 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert in the Arrangement of the award published 3 June 2005 (351 I.G. 487) the following new clause:

28A. Bereavement Entitlements for Casual Employees

2. Delete subclause 28.1, of clause 28 Special Leave and insert in lieu thereof the following:

28.1 Special Leave may be granted for the following purposes:

- * Bereavement (other than a casual employee),
- * Blood donations,
- * Attending to union matters, including training and official conferences,
- * Attending Employee Assistance Program,
- * Personal.

3. Insert after clause 28, Special Leave, the following new clause:

28A. Bereavement Entitlements for Casual Employees

28A.1 Subject to the evidentiary and notice requirements in subclauses 29.2 and 29.4 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 29.3.2 of Clause 29 Personal/Carers Leave.

28A.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.

28A.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.

4. Insert in clause 29.1, of clause 29, Personal/Carer's Leave after the words "for absences to provide care and support for such persons when they are ill", the following:

"or who require care due to an unexpected emergency".

5. Insert at the end of subclause 29.1 of clause 29 of the following notation:

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 5 should be followed.

6. Delete subclause 29.2, of clause 29 Personal/ Carer's Leave and insert in lieu thereof the following:
- 29.2 The employee shall, if required,
- 29.2.1 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
- 29.2.2 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 subclause where another person had taken leave to care for the same person.
7. Insert at the end of subclause 29.5, of clause 29, the following:
- "or who requires care due to an unexpected emergency"
8. Delete clause 29.6 of clause 29 and insert in lieu thereof the following:
- 29.6 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, for the purposes of providing care to a class of person set out in subclause 29.3.2.
9. Insert after subclause 29.6, of clause 29 the following new paragraph.
- 29.6.1 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.
10. Insert after subclause 29.16, of clause 29 the following new subclauses:
- 29.17 Personal Carers Entitlement for casual employees
- 29.17.1 Subject to the evidentiary and notice requirements in subclauses 29.2 and 29.4, 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 29.3.2 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.
- 29.17.2 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 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 29.17.3 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.
11. Insert at the end of subclause 30.1, of clause 30 Parental Leave the following:
- "The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996*.
12. Insert after clause 30.2, of clause 30 the following new subclauses:
- 30.3 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
- 30.3.1 the employee or employee's spouse is pregnant; or

30.3.2 the employee is or has been immediately absent on parental leave.

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

30.4 Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

30.4.2 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.

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

The employee's request and the employer's decision made under clause 30.4.1.2 and 30.4.1.3 must be recorded in writing.

30.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 30.4.1.3 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

30.5 Communication during parental leave

30.5.1 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:

- 30.5.1.1 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
 - 30.5.1.2 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.
- 30.5.2 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.

30.5.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 30.5.1.

13. This variation shall take effect from 19 December 2005.

F. L. WRIGHT *J, President.*

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CROWN EMPLOYEES (SKILLED TRADES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 345 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after subclause 31.2 of clause 31, General Leave Conditions and Accident Pay of the award published 13 August 2004 (345 I.G. 779) the following new subclause:

31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.

(a) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under paragraph 31.3 (b)(i) (B) and 31.3 (b)(i) (C) above, must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under 31.1 (b)(i) (C) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(b) Communication during parental leave

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

(A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (i).
2. This variation shall take effect from 19 December 2005.

F. L. WRIGHT J , *President*

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WATERWAYS AUTHORITY OF NEW SOUTH WALES AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 340 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Delete paragraphs 8.1.3 and 8.10 of clause 8, Contract of Employment, of the award published 22 March 2002 (332 I.G. 551), and renumber existing clauses accordingly:
2. Insert after subclause 8.2 Conditions Applicable to Boating Service Officers (BSO's), of clause 8, and insert in lieu thereof the following new subclauses:
 - 8.3 Conditions Applicable to Casual Staff
 - 8.3.1 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff.
 - 8.3.2 Casual employment - a casual employee working ordinary time shall be paid the hourly rate for the position plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
 - 8.3.3 Bereavement entitlement for casual employees:
 - 8.3.3.1 Subject to the evidentiary and notice requirements set out in the Authority's Personal Carer's Leave policy, 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 sub-clause 20.2.3 of Clause 20.2 Personal/Carer's Leave.
 - 8.3.3.2 The Authority 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.
 - 8.3.4 Personal Carer's entitlement for casual employees:
 - 8.3.4.1 Subject to the evidentiary and notice requirements set out in the Authority's Personal Carer's Leave policy, 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 20.2.3 of Clause 20.2 Personal/Carer's Leave who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - 8.3.4.2 The Authority 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.

- 8.3.5 The Authority must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996* (NSW) because:
- 8.3.5.1 The employee or the employee's spouse is pregnant; or
- 8.3.5.2 The employee is or has been immediately absent on parental leave.
- 8.3.6 The Authority must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause, that is 8.3. The rights of the Authority to engage or not engage a casual employee are otherwise not affected.
3. Delete paragraphs 19.1.2, 19.1.3 and 19.1.4 of clause 19, Leave and insert in lieu thereof the following:
- 19.1.2 Annual Leave
- 19.1.2.1 Staff are entitled to Annual Leave as follows:
- (i) Day Workers - four weeks paid leave for each completed year of service.
 - (ii) Boating Service Officers (working weekends & public holidays) - five weeks paid leave for each completed year of service.
 - (iii) Team Leaders in Environmental Services and Environmental Service Officers - 190 hours per annum
 - (iv) Harbour Master/Marine Pilots at Eden and Yamba are entitled to five weeks paid leave for each completed year of service.
- 19.1.2.2 The taking of Annual Leave entitlements will be at a time mutually agreed between management, the employee and, where appropriate, the work team, having regard to leave rostering arrangements and workload requirements.
- 19.1.2.3 Individual requests to accrue in excess of 30 days Annual Leave will be considered on a case by case basis.
- 19.1.2.4 For purposes of taking leave, for employees on a 35 hour week, one day is equivalent to 7 hours, and for employees on a 38 hour week, one day is equivalent to 7.6 hours. For employees working a rostered 12 hour day, 3 days on and 3 days off, one day is equivalent to 10.86 hours.
- 19.1.2.5 Staff on Day Work will be debited for each working day absent exclusive of Public Holidays.
- 19.1.2.6 Annual Leave Accruals
- The Parties agree that the maximum entitled annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) by end of the NSW school holidays in July each year. Where an employee does not voluntarily schedule leave to meet the required target the parties agree that:
- (i) such employees will be directed to take leave and
 - (ii) will be deemed to be on leave even if they attend work on the scheduled days for the leave.
- 19.1.2.7 An employee may elect, with the consent of the Authority 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 in order to meet their personal carer's responsibilities.

- 19.1.2.8 An employee may elect with the Authority's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.
- 19.1.2.9 The conditions for the taking of Annual Leave are set out in the relevant Parts of this Award.
4. Delete existing subclause 20.2 Aged and Dependant Care Leave of clause 20, Staff and Family Assistance and insert in lieu thereof the following:
- 20.2 Personal Carer's Leave
- 20.2.1 Paid Leave may be provided for staff to arrange or provide short term care for sick, injured or aged dependants or family members.
- 20.2.2 Paid Leave may also be provided for staff in the case of the death of a dependant or family member. In the case of bereavement, if Personal Carer's Leave has been exhausted, then Special Leave can be requested (See 20.3 below)
- 20.2.3 A "dependant" in both 20.2.1 and 20.2.2 is defined as any person who has a family relationship (including de-facto partners of the opposite or same gender) with the staff member or for whom the staff member is responsible in terms of care and support. See Personal Carer's Policy for complete definition of "dependant".
- 20.2.4 Each individual case will be determined on a case by case basis.
- 20.2.5 Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.
- 20.2.6 If Personal Carer's Leave has been exhausted, then untaken Sick Leave of up to 5 days a year may be accessed for the current year and the three previous years for the purposes of caring for a dependant.
- 20.2.7 An employee may elect, with the consent of the Authority 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 in order to meet their personal carer's responsibilities.
- 20.2.8 An employee may elect with the Authority's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.
5. Delete subclauses 20.4 Maternity Leave and 20.5 Paternity Leave of clause 20, and insert in lieu thereof the following
- 20.4 Maternity, Adoption and Parental Leave
- 20.4.1 Permanent and temporary staff who have completed at least forty weeks continuous service either with The Authority or with an organisation listed in the Schedule to the *Transferred Officers Extended Leave Act 1961*, prior to commencement of Maternity Leave shall be granted paid Maternity Leave on full pay for 14 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 14 weeks prior to the expected date of birth as indicated on the medical certificate furnished with the application for Maternity Leave.
- 20.4.2 Payment for Maternity Leave may be on a normal fortnightly basis; or in advance in a lump sum; or at a rate of half pay over a period of 28 weeks on a regular fortnightly basis.
- 20.4.3 Staff may elect to take available Annual Leave on half pay in conjunction with any period of Maternity Leave on half pay.

- 20.4.4 Staff who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-accredited with such Annual and/or Long Service Leave.
- 20.4.5 An employee who will be the primary care giver from the date of taking custody of an adopted child is entitled to payment at the ordinary rate of pay for a period of 14 weeks adoption leave, or the period of adoption leave taken, whichever is the lesser, provided that the employee:
- (i) applied for adoption leave within the time and manner determined by the designated manager;
 - (ii) prior to the commencement of adoption leave, had completed not less than 40 weeks' continuous service.
- 20.4.6 Employees of The Authority, who become parents and are not eligible for maternity or adoption leave, may apply for unpaid Paternal Leave in terms of the *Industrial Relations Act 1996*. Employees will be able to apply for parental leave:
- (i) provided that reasonable notice has been given to their manager to allow necessary arrangements to be made;
 - (ii) prior to the expected date of birth or taking custody (in the case of adoption) have completed not less than 40 weeks' continuous service.
- 20.4.7 Up to one week on full pay or two weeks on half pay is available to employees who meet the above criteria, in 20.4.6. The period of parental leave does not extend the current entitlement of up to 12 months leave, but is part of it.
- 20.4.8 Parental leave is available to male or female staff. Parental leave may begin at any time up to two years from the date of birth or taking custody of the child.
- 20.4.9 Employees who are eligible for paid maternity, parental or adoption leave are entitled to up to 12 months of unpaid leave. The paid component of the leave is included in this 12 months and does not extend the total period of leave.
- 20.4.10 Casual employees are entitled to unpaid maternity, parental and adoption leave under Chapter 2, Part 4, Division, section 54, Entitlement to Unpaid Parental Leave, in accordance with 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).
- 20.4.11 An employee 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 maternity , adoption or parental leave.

the rights of the Authority in relation to engagement and reengagement of casual employees are not affected, other than in accordance with this sub-clause.

20.4.12 Right to Request

- 20.4.12.1 An employee entitled to maternity, adoption or parental leave may request the Authority to allow the employee:
- (i) to extend the period of simultaneous unpaid maternity, adoption or parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.

20.4.12.2 The Authority 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 Authority's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

20.4.12.3 The employee's request and the Authority's decision made under 20.4.11.1 (ii) and 20.4.11.1 (iii) must be recorded in writing.

20.4.12.4 Where an employee wishes to make a request under the sub-clause 20.4.11.1 (iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

20.4.13 Communication during maternity, adoption and parental leave

20.4.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, The Authority 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 held before commencing parental leave.

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

20.4.13.3 The employee shall also notify The Authority of changes of address or other contact details which might affect The Authority's capability to comply with paragraph 20.4.13.1.

6. Renumber subclause 20.6 Child Care to read as subclause 20.5.

7. This variation shall take effect from 19 December 2005.

F. L. WRIGHT *J, President.*

WATERWAYS AUTHORITY OF NEW SOUTH WALES AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1277 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 22 March 2002 (332 I.G.51), the following new clause number and subject matter:

8A. Secure Employment

2. Insert after clause 8, Contract of Employment the following new clause 8A. Secure Employment.

8A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. This variation shall take effect from 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

AUSTRALIAN INLAND AND ELECTRICAL TRADES UNION INDUSTRIAL ENTERPRISE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Country Energy.

(No. IRC 310 of 2006)

Before The Honourable Justice Wright, President

3 February 2006

VARIATION

1. Insert after subclause (v), of clause 32, Personal Carer's Leave, of the award published 26 August 2005 (353 I.G. 458), the following new subclause:

- (vi) Personal Carers Entitlements for casual employees

Subject to the evidentiary and notice requirements in (ii) and (iii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (iv) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

2. Insert after subclause (c), of clause 35, Parental Leave, the following new subclause:

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

- (e) An employer must not fail to re-engage a regular casual employee (s.53(2) of the Act) because:

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

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

- (f) Right of Request

- (A) An employee entitled to parental leave may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
(b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (C) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under iii(A)(b) and iii(a)(c) must be recorded in writing.

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

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

- (g) Communication during parental leave

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

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

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

- (b) The employee shall also take reasonable steps to inform the employer

About any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.

- (c) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

3. Insert after subclause (iii), of clause 38, Bereavement Leave, the following new subclause:

- (iv) subject to the evidentiary and notice requirements in 35(a) & (c) casual employees are entitled to not be available to attend work, or leave work upon the death in Australia of a person prescribed in subclause (iv) of Clause 35 Personal Carers Leave.

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

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

4. This order shall take effect on and from 19 December 2005.

F. L. WRIGHT J , *President*

Printed by the authority of the Industrial Registrar.

(1144)

SERIAL C4467

**PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS
(PRIVATE INDUSTRY) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch),
Industrial Organisation of Employees.

(No. IRC 476 of 2006)

Before The Honourable Justice Schmidt

16 March 2006

VARIATION

1. Insert after subclause 7.1 of clause 7, Contract of Employment of the award published 18 August 2000 (317 I.G. 1030) the following new subclause, and renumber existing clauses accordingly.
- 7.2 A casual employee is one engaged and paid as such. A casual employee shall be paid for each hour worked or part thereof at the appropriate hourly rate for the employee's classification plus a loading of 20%. This loading includes compensation for benefits such as annual leave, personal leave, sick leave and public holidays.

To be clear, this loading is inclusive of the 1/12th annual leave payment arising under the *Annual Holidays Act 1944* (NSW) which would otherwise be payable to casual employees.

For the purposes of this clause, the appropriate hourly rate shall be calculated by dividing the annual salary prescribed by this award for the employee's classification, as set out in Part B, Monetary Rates of this award, by 1979.8 hours.

Example:

The loaded casual hourly rate for Level 1A employee is \$21.48 per hour, calculated as follows:

$$\$35,490/1979.8 \text{ hours} = 17.90$$

$$\$17.90 \times 1.2 = \$21.48$$

2. This order shall take effect from the beginning of the first full pay period to commence on or after 16 March 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Business Industrial, Industrial Organisation of Employers and State Peak Council.

(No. IRC 550 of 2006)

Before The Honourable Justice Schmidt

7 March 2006

VARIATION

1. Delete the words "Clerical Industry (State) Training Wage Award" of the award published 26 September 2003 (341 I.G. 569) in paragraph (b) of subclause (i) of clause 9, Area, Incidence and Duration.

2. Delete subclause (ii) of clause 9, and insert in lieu thereof the following:

(ii) The Parent Awards for the purposes of this award are the following:

Aerated Waters, &c. (State) Award

Armguard NSW (Clerical & Administrative) Enterprise Award, 2000-2004

Breweries (State) Award

Breweries, Maintenance Employees (State) Award

Cement Industry (State) Consolidated Award

Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award

Cemetery and Crematoria Employees (State) Award

Chubb Security Services Cash Processing and Clerical and Administrative Employees (State) Award

Clerical and Administrative Employees (State) Award

Clerical and Administrative Employees, Hire Cars and Taxis (State) Award

Clerical and Administrative Employees Legal Industry (State) Award

Clerical and Administrative Employees (John Fairfax Publications) Award 2000

Clerical and Administrative Employees in Permanent Building Societies (State) Award

Clerical and Administrative Employees in Temporary Employment Services (State) Award

Clerical Employees in Metropolitan Newspapers (State) Award

Clothing Trades (State) Award

Club Managers' (State) Award 2002

Dental Assistants and Secretaries (State) Award

Dental Technicians (State) Award

Dental Therapists (State) Award

Dry Cleaning (State) Award

Electrical, Electronic and Communications Contracting Industry (State) Award

Engine Drivers, &c., Manufacture (State) Award

Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award

Footwear Manufacturing Industry (State) Award

Friction Materials, &c., Manufacture (State) Award

Funeral Industries (State) Award

Furniture and Furnishing Trades (State) Award

General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award

Glass Makers (State) Award

Maintenance and Outdoor Staff (Catholic Schools) (State) Award

Maintenance, Outdoor and Other Staff (Independent Schools) State Award

Malthouses (State) Award

Margarine Makers (State) Award

Mirror and Telegraph Publications Clerical Award 2000

Miscellaneous Gardeners, &c. (State) Award

Miscellaneous Workers' - General Services (State) Award

MM Kembla Products (Clerical and Administrative Employees) Enterprise Award

Motor Boats and Small Tugs (State) Award

Motor Bus Drivers and Conductors (State) Award

Motor Ferries (State) Award

Musicians' (Live Performance) (State) Consolidated Award

Musicians (Multi Media) (State) Consolidated Award

Parking Attendants, &c. (State) Consolidated Award

Plant, &c., Operators on Construction (State) Award

Plastic Moulding, &c. (State) Award

Pyrotechnics, &c. (State) Award

Quarrying Industry (State) Award

Racecourse Totalisators (State) Award

Real Estate Industry (Clerical and Administrative Employees) (State) Award

Supervisors, Breweries (State) Award

Surveyors' Field Hands (State) Award

Textile Industry (State) Award

Vegetable Oils, &c., Employees (State) Award

Wire Drawn Ferries (State) Award

3. Include in subclause (c) Industry/skill Level A of Appendix A the following:

Business (E-Business) Certificate III

Business (Frontline Management) Certificate III

Business (Legal Administrative) Certificate III

Business (Medical Administration) Certificate III

Business (Record Keeping) Certificate III

Business (Sales) Certificate III

Business Administration Certificate III

Business Certificate II

Business Certificate III

4. This variation shall take effect from the first full pay period to commence on or after 7 March 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

INDEPENDENT PREPARED FOODS (MASCOT) ENTERPRISE AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

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

(No. IRC 1510 of 2006)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
Commissioner Tabbaa

23 March 2006

VARIATION

1. Delete subclause (i) of clause 25, Public Holidays of the award published 10 June 2005 (351 I.G. 693), and insert in lieu thereof the following:
 - (i) The following days or the days observed as such shall be holidays, viz, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and or days proclaimed as public holidays throughout the State. The third Monday in February of each year, also shall be a holiday for the purpose of this clause.
2. Insert a new subclause (ii) in clause 25, Public Holidays, and renumber existing clauses accordingly:
 - (ii) An employer and employee or an employer and the majority of employees may agree to observe an alternative day as a holiday in lieu of the third Monday in February.
3. This variation shall take effect from the first full pay period to commence on or after 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

TAB CLERICAL AND ADMINISTRATIVE AGENCY CASUAL STAFF AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by TAB Agents' Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 2330 of 2006)

Before The Honourable Justice Staunton

8 June 2006

AWARD

Arrangement

Clause No.	Subject Matter
1.	The Award
2.	The Parties
3.	Conditions Not altered by this Award
4.	Terms of Engagement
4A.	Casual Conversion
4B.	Bereavement Leave
4C.	Personal/Carer's Leave
4D.	Parental Leave
4E.	Person Prescribed
4F.	Evidentiary and Notice Requirements
5.	Hours of Work
6.	Seven Day Roster
7.	Payment of Wages
8.	Wage Rates
9.	Overtime
10.	Meal Allowance
11.	Meal Break
12.	Rest Pause
13.	Finishing at Night
14.	Public Holidays
15.	Variations in Balancing Cash
16.	Uniforms
17.	Illness on Duty
18.	Adverse Reports
19.	Posting of Award and Notices
20.	Higher Duties
21.	Cancelled or Postponed Meetings
22.	Dispute/Grievance Resolution Procedure
23.	Superannuation
24.	Termination of Employment Caused by Technological Change and/or Agency Closure
25.	No Extra Claims
26.	Area, Incidence and Duration
27.	Commitment
28.	Anti-Discrimination

1. The Award

This Award shall be known as the TAB Clerical and Administrative Agency Casual Staff Award 2006. It shall apply to casual staff employed in all Agencies operated by members of the Association to carry out clerical/customer service duties.

2. The Parties

This Award has been made between the TAB AGENTS' ASSOCIATION OF NSW and the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

3. Conditions Not Altered By This Award

Unless specifically addressed in the context of this Award, conditions of employment remain unchanged by the implementation of this Award.

4. Terms of Engagement

Subject to the provisions of clause 4A, all staff employed under the terms of the Award shall be "casual" employees and engaged on an hourly basis. They shall be paid for all time worked by taking into account the time of starting and finishing. Any time worked beyond each quarter shall be regarded as employment for a further quarter of an hour.

4A. Casual Conversion

- (a) A casual employee engaged 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.
- (b) The employer 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 subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, consistent with any other part-time employment provisions of this award;
 - (iii) 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 as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
 - (i) If an employee elects to become a full-time or part time employee, the provisions in Schedule A will apply.

4B. Bereavement Leave

- (a) Subject to the evidentiary and notice requirements in clause 4F, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 4E of this Award.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

4C. Personal/Carer's Leave

- (a) Subject to the evidentiary and notice requirements in clause 4F, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 4E of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

4D. Parental Leave

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

- (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

(c) Right to request

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

The employee's request and the employer's decision made under (c)(i)b and (c)(i)c must be recorded in writing.

(iv) Request to return to work part-time

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

(d) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

4E. Person Prescribed

For the purposes of clauses 4B and 4C, a "person prescribed" is a person for whom the employee is responsible to care and support and who 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), parent (including 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 the 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:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "household" means a family group living in the same domestic dwelling.

4F. Evidentiary and Notice Requirements

- (a) For the purposes of clause 4B and 4C, the employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of documentation acceptable to the 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 clause 4C where another person has taken leave to care for the same person.

- (b) The employee shall, wherever practicable, give the employer notice prior to 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.

5. Hours of Work

- (a) The hours of work shall be as required by the employer and as notified to the employee.
- (b) Each first daily engagement, Monday to Saturday inclusive in the Sydney Metropolitan Area (as defined by the Board) shall be for the following minimum periods, viz:
 - (i) At inner city Agencies operating on extended city hours, three (3) hours.
 - (ii) Elsewhere in the Sydney Metropolitan Area, two (2) hours.
- (c) Engagements in areas other than the Sydney Metropolitan Area shall be for a period of two (2) hours.

6. Seven Day Roster

A seven day roster showing the commencing and finishing times of members shall be prepared and posted on the notice board fourteen (14) days in advance of its commencement.

7. Payment of Wages

(i) Each member shall be paid weekly for the week commencing on Friday morning and finishing on Thursday night or such other accounting week approved by the TAB. The pay shall be available from the opening time on the next business day following the close of the accounting week and shall be paid during working hours.

8. Wage Rates

(i) Hourly Rates

The following hourly rates shall apply from the first full pay period after 1 January 2006.

		Adults	19 & 20	18 & under
Ordinary Time	Casual	\$18.60	\$13.95	\$11.15
	Permanent Full time or Part time	\$15.50	\$11.63	\$9.29
Sunday & Public Holidays	Casual	\$32.55	\$24.41	\$19.51
	Permanent Full time or Part time	\$27.13	\$20.35	\$16.26

(ii) The following hourly rates shall apply from the first full pay period to commence on or after 1 January 2007.

		Adults	19 & 20	18 & under
Ordinary Time	Casual	\$19.25	\$14.44	\$11.54
	Permanent Full time or Part time	\$16.04	\$12.03	\$9.62
Sunday & Public Holidays	Casual	\$33.69	\$25.27	\$20.20
	Permanent Full time or Part time	\$28.07	\$21.05	\$16.84

(iii) Trainees

The parties agree that trainees may be employed for a maximum of 12 hours (usually 3 shifts of 4 hours duration) for on the job training. Such employees shall be paid not less than 80% of the hourly rates prescribed in (i) or (ii) above.

(iv) The rates of pay contained in this clause:

- (a) Are expressed as a total rate for calculation purposes and they are inclusive of pro-rata loading for Annual Leave, pursuant to the provisions of Clause 4, sub-clause (3) of the *Annual Holidays Act 1944*, as amended.
- (b) Are calculated in accordance with the formula agreed to in correspondence between the parties to this Award, and shall be altered in accordance with any variation to the basis of or any of the components of such formula.

9. Overtime

All time worked in excess of 9 hours per day shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter.

All time worked on Sundays and Public Holidays shall be overtime and paid for at the rate of time and three quarters of ordinary time.

10. Meal Allowance

- (a) The employer shall provide a suitable meal or shall pay a meal allowance according to the following scale:
 - (i) \$9.61 for breakfast when required to commence work at or before 6.00 a.m.
 - (ii) \$9.61 for a meal when rostered or authorised to work ten hours or more per day (inclusive of meal break) provided that, where the time beyond ten hours, inclusive of meal breaks, extends beyond four hours, a further allowance of \$9.61 for a meal shall be paid in respect of each and every period of four hours worked.
 - (iii) The meal allowance shall be reviewed in April each year in line with the PhoneTAB Casual Award.
- (b) The employer shall provide ingredients and the facilities for making tea and coffee for employees.

11. Meal Break

As far as is practicable, staff who work longer than five and a half (5.5) hours shall be given a meal break of half an hour, after working for four (4) hours. There shall be no penalty payment for Crib Time.

12. Rest Pause

As far as practicable, each employee shall be allowed a rest pause of fifteen minutes after two (2) hours and before the expiration of the third hour of any shift, where it is intended to work such member four (4) hours or more.

13. Finishing at Night

Staff required to work a shift terminating at or after 11.00pm shall be paid an amount of \$9. 10 where excess fares are incurred or, alternatively, the full cost of transport to their home where special transport is required.

14. Public Holidays

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, Newcastle Show Day within the area proclaimed in the Gazette and any other day gazetted as a Public Holiday, shall be holidays for the purpose of this Award.

15. Variations in Balancing Cash

- (a) Each employee handling cash shall be required to notify the respective officer-in-charge of any variations in cash when balancing, provided that shortages which are not the result of any fault or negligence of the members, or which are the result of faults in the ticket issuing machines or electrical or mechanical systems shall not be classified as shortages for the purpose of this Clause.
- (b) Employees shall be responsible for correctness of cash.
- (c) The Cash Control procedures as laid down in the TAB Operations Manual, as may be amended by the Board, are mandatory, and no member shall be responsible for any shortages arising out of any failure by the Employer to observe or comply with such procedures.
- (d) In the event of any employee becoming liable to make repayment pursuant to this Clause, the amount of repayment instalments shall not exceed the rate of 25 percent of the weekly wages of such member.

- (e) Employees shall be notified, as soon as possible, of any shortages and, where any dispute arises in connection with a shortage an accredited officer of the Union shall have the right to discuss the matter with the management of the Board or a representative of the Association for the purpose of settling the dispute. Failing agreement at such discussion the dispute shall be referred to an independent arbitrator to be agreed upon between the Union and the Association, and the arbitrator's decision shall be final.
- (f) The employer shall allocate a reasonable amount of time to members working as payers or sellers for the purpose of balancing and setting up.

Such time shall be included for the purpose of the shift so that the time of commencement and completion of any shift shall include such time as is necessary to set up and balance cash.
- (g) The employer shall indemnify the employees in respect of any costs or charges incurred by any member in recovering any shortage of cash, where the Employer has given consent in writing to such action.

16. Uniforms

Where a member is required to wear a distinctive dress or uniform, the same shall be supplied by the employer, free of any charge to the member.

17. Illness on Duty

An employee who is forced through illness to leave duty for any part of a shift, shall be paid for the minimum period of that shift, and where more than the minimum period of that shift had been worked prior to illness, shall be paid for the full rostered shift as if the member had not been ill and required to leave.

18. Adverse Reports

- (a) No adverse report of a member arising out of the course of such employee's employment shall be placed with the personnel records or noted thereon unless the member concerned has been shown the said report and has been given an opportunity of replying thereto.
- (b) Where employees object to an adverse report being placed with their personnel records, and having replied to such report, the matter shall be dealt with in accordance with Clause 22, Dispute/Grievance Resolution Procedure.

19. Posting of Award and Notices

- (a) A copy of this Award with all variations thereof shall be posted and kept posted by the employer in a prominent place on the employer's premises accessible to all employees.

20. Higher Duties

- (a) Any person who is required to act in a position as Agent's Relief for any period of not less than one (1) hour shall be paid an amount equal to twelve and one half per cent (12 ½%) of the ordinary time hourly rate of pay for an adult from time to time effective. Such payment shall be made as set out in this sub-clause regardless of whether the Higher Duties are performed during ordinary time or on Sundays or Public Holidays.
- (b) For the purpose of this clause Agent's Relief shall mean any person who is required to accept responsibility for the operation of an Agency in the absence of the Agent.
- (c) Absences of more than five (5) continuous working days will be paid at a rate agreed upon between the Agent and approved Agent's Relief.

21. Cancelled Or Postponed Meetings

In the event of a member attending for duty and the race meeting for which the member has been rostered being cancelled or postponed within one hour prior to the time for commencing work such member shall be paid for the minimum shift for the relevant periods.

22. Dispute/Grievance Resolution Procedure

It is a condition of this Award that the procedures outlined hereunder will be followed and that there shall be no disruption to work whilst these procedures are being followed.

An individual employee shall have the right to be accompanied to any or all of the discussions outlined hereunder, by a Union representative or independent observer.

During the course of the various discussions outlined herein the parties agree that the proceedings may be audio-taped with copies of such recordings available to all parties.

(a) Individual Employees

- (i) In the first instance the employee will notify (in writing or otherwise) to their Agent as to the substance of the grievance, request a meeting to discuss it and state the remedy sought. Such a meeting should, where practicable be held within 48 hours of the notification.
- (ii) If the matter is not resolved at (i), details should be referred to the TAB Agents' Association where further discussions with the employee and Agent should take place within 48 hours.
- (iii) If the remedy sought in (i) still cannot be provided, the employee is to be provided with a written explanation as to why this is so.
- (iv) If the matter still remains unresolved to the satisfaction of either party, the issue may be referred to the Industrial Relations Commission.

(b) Interpretation, Application or Operation of Agreement

- (i) In the first instance the employee or Union shall notify (in writing or otherwise) to the relevant Agent as to the substance of the dispute and request a meeting to discuss the remedy sought. A meeting shall as far as practicable be held within 48 hours of notification.
- (ii) If the matter is not resolved in this meeting, the matter shall be further discussed by the employees, the Agent and the TAB Agents' Association. This should take place within 48 hours of the completion of (i).
- (iii) The parties shall have the right to refer the matter to the Industrial Relations Commission if the matter remains unresolved after (ii).

23. Superannuation

Superannuation contributions shall continue to be paid in accordance with the *Superannuation Guarantee (Administration) Act* 1992 based on "ordinary time earnings" as defined in the Act.

24. Termination of Employment Caused By Technological Change and/Or Agency Closure

Notwithstanding the provisions of Clause 4, Terms of Engagement, should any employee be affected by the introduction of new technology or by the possible or actual closure of the Agency, then the parties undertake to discuss the issue.

Nothing in this clause shall prevent either party from using the provisions of the dispute/grievance resolution procedure.

25. No Extra Claims

Parties to this Award undertake not to pursue any extra claims, except those allowed by part 3, Chapter 2 of the *Industrial Relations Act 1996*. Under the Act, items may be raised For discussion with a view to achieving mutually agreed variations during the life of this Award.

26. Area, Incidence and Duration

This award rescinds and replaces the TAB Clerical Administrative Agency Casual Staff Award 2004 published 14 April 2006 (358 I.G. 868).

It shall take effect on and from the first full pay period to on or after 8 June 2006 and shall remain in force until 31 December 2007.

It shall apply to persons employed on a casual basis in any clerical capacity whatsoever within the jurisdiction of the Clerks (State) Industrial Committee.

27. Commitment to Review

The parties are committed to commence a review of the award by 1 July 2007.

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

NOTES

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

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

"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."

P. J. STAUNTON J.

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C4591 published 16 June 2006

(359 I.G. 802)

(No. IRC 6384 of 2005)

ERRATUM

1. Delete the title "Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004", and substitute the following:

Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

SERIAL C4801

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA06/220 - Heyday Group Wollongong Enterprise Agreement 2006-2008**

Made Between: Heyday Group Wollongong -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 9 March 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by Heyday Group Wollongong, located at Lot 3, Baines Estate Marley, Unanderra NSW 2526, who are engaged upon work within the Wollongong and Regional NSW, who fall within the the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 24 Months.

EA06/221 - Shinagawa Refractories Australasia Pty Ltd Glastonbury Avenue - Operations Enterprise Agreement 2005

Made Between: Shinagawa Refractories Australasia Pty Ltd -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA03/220.

Approval and Commencement Date: Approved and commenced 27 September 2005.

Description of Employees: The agreement applies to all employees employed by Shinagawa Refractories Australasia Pty Ltd., located at Glastonbury Avenue, Unanderra NSW 2526, who fall within the coverage Refractory Industry (State) Award.

Nominal Term: 33 Months.

EA06/222 - Sony Australia Warehouse Group Enterprise Agreement 2005

Made Between: Sony Australia Pty Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/140.

Approval and Commencement Date: Approved 18 October 2005 and commenced 1 April 2005.

Description of Employees: The agreement applies to all employees employed by Sony Australia Limited, 33-39 Talavera Road, North Ryde NSW 2113, who are engaged in the Warehouse Section of the Logistics Department of Sony Australia Limited, located at North Ryde and 62 Hume Highway, Chullora NSW 2190, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

Nominal Term: 24 Months.

EA06/223 - Adsteam Harbour Pty Ltd Kurnell Enterprise Agreement 2004

Made Between: Adsteam Harbour Pty Limited -&- The Seamens' Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 25 January 2005.

Description of Employees: The agreement applies to all employees employed by Adsteam Harbour Pty Ltd., Level 22 Plaza 2, 500 Oxford Street, Bondi Junction NSW 2022, in respect of tanker services, launch operations and linesmen duties, engaged by the company at it's Kurnell operations, who fall within the coverage of the Motor Boats and Small Tugs (State) Award.

Nominal Term: 17 Months.

EA06/224 - Blacktown City Council Enterprise Agreement 2006

Made Between: Blacktown City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA99/83.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council, located at 62 Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/225 - McPherson's Consumer Products Warehouse Agreement 2006

Made Between: McPherson's Consumer Products Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA05/198.

Approval and Commencement Date: Approved 14 March 2006 and commenced 3 March 2006.

Description of Employees: The agreement applies to all employees employed by McPherson's Consumer Products Pty Limited, located at 105 Vanessa Street, Kingsgrove NSW 2208, who are engaged in the classifications set out in clause 14 of this agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA06/226 - Nilsen Electric NSW Enterprise Agreement 2005-2008

Made Between: Nilsen Electric -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/66.

Approval and Commencement Date: Approved 24 March 2006 and commenced 11 November 2005.

Description of Employees: The agreement applies to all employees employed by Nilsen Electric 26/38 South Street, Rydalmere NSW 2116, who are engaged on construction sites within NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 35 Months.

EA06/227 - Alset Electrical Solutions Pty Ltd Wollongong NSW Enterprise Agreement 2006-2009

Made Between: Alset Electrical Solutions Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 March 2006.

Description of Employees: The agreement applies to all employees employed by Alset Electrical Solutions Pty Ltd., PO Box 2100, Wollongong NSW 2500, who are engaged in on construction site within Wollongong and regional NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 33 Months.

EA06/228 - Downer Engineering Power Pty Limited (Wollongong Branch) Enterprise Agreement 2006-2008

Made Between: Downer Engineering Power Pty Ltd (Wollongong) -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 March 2006.

Description of Employees: The agreement applies to all employees employed by Downer Engineering Power Pty Limited, located at 1/85 Montague Street, North Wollongong NSW 2500, who are engaged at the company's Wollongong branch, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 34 Months.

EA06/229 - Jewish Cemetery Trust Necropolis Enterprise Agreement 2006

Made Between: Jewish Cemetery Trust, Rookwood Necropolis -&- The Funeral and Allied Industries Union of New South Wales Branch.

New/Variation: Replaces EA96/413.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Jewish Cemetery Trust Necropolis, located at Suite 1707 Tower 1, 500 Oxford Street, Bondi Junction NSW 2001, as identified in clause 11 of this agreement, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

Nominal Term: 36 Months.

EA06/230 - Compass Group Australia Pty Ltd BlueScope Steel Canteens Enterprise Agreement 2005

Made Between: Compass Group (Aust) Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA04/88.

Approval and Commencement Date: Approved 23 March 2006 and commenced 1 April 2005.

Description of Employees: The agreement applies to all employees employed by Compass Group Australia Pty Ltd., located at 737-739 New South Head Road, Rose Bay NSW 2029, who are engaged in Food Services at the BlueScope Steel Site, Port Kembla, who fall within the coverage of the Canteen, &c., Workers (State) Award.

Nominal Term: 36 Months.

EA06/231 - Inala Disability Services Enterprise Agreement

Made Between: Inala Disability Service -&- the Health Services Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Inala Disability Services, who fall within the coverage of the Inala Disability Services (State) Award.

Nominal Term: 33 Months.

EA06/232 - The Spastic Centre of New South Wales Enterprise Agreement

Made Between: The Spastic Centre of New South Wales -&- the Health Services Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees within the jurisdiction of the Spastic Centre of New South Wales Employees' (State) Industrial Committee who come within the Constitution Rule of The Health and Research Employees' Association of New South Wales and employees of the Spastic Centre of NSW who are employees with a disability, who fall within the coverage of The Spastic Centre of New South Wales Enterprise (State) Award.

Nominal Term: 36 Months.

EA06/233 - Teachers employed by the Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney

Made Between: Catholic Education Office - Archdiocese of Sydney -&- the New South Wales Independent Education Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 11 May 2006.

Description of Employees: The agreement applies to all teachers employed by Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney located at 38 Renwick Street, Leichhardt NSW 2040, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

Nominal Term: 31 Months.

EA06/234 - Wollongong Electrical Engineering Pty Limited Enterprise Agreement 2006-2008

Made Between: Wollongong Electrical Engineering Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/84.

Approval and Commencement Date: Approved and commenced 9 March 2006.

Description of Employees: The agreement applies to all employees employed by Wollongong Electrical Engineering Pty Ltd., located at 1 Resolution Drive, Unanderra NSW 2526, in respect of all apprentices, tradespersons and non-trades electrical workers who are engaged upon construction work, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 36 Months.

EA06/235 - Neaves Electrical Constructions Pty Limited, Wollongong NSW Enterprise Agreement 2006-2009

Made Between: Neaves Electrical Constructions -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA05/293.

Approval and Commencement Date: Approved and commenced 9 March 2006.

Description of Employees: The agreement applies to all employees employed by Neaves Electrical Constructions Pty Limited, located at 9, Shiral Avenue, Kanahooka NSW 2530, who are engaged upon construction work within Wollongong and regional NSW, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 34 Months.

EA06/236 - Northern Rivers Community Legal Centre Incorporated Enterprise Agreement

Made Between: Northern Rivers Community Legal Centre Inc Association -&- the Australian Services Union of N.S.W..

New/Variation: Replaces EA00/142.

Approval and Commencement Date: Approved and commenced 21 February 2006.

Description of Employees: The agreement applies to all current and future employees and it Committee of Management employed by Northern Rivers Community Legal Centre located at 10 Club Lane, Lismore NSW 2480, who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 36 Months.

EA06/237 - Total Electrical Connection Pty Ltd Construction, Installation Enterprise Agreement 2005-2008

Made Between: Total Electrical Connection Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: Replaces EA04/52.

Approval and Commencement Date: Approved and commenced 24 March 2006.

Description of Employees: The agreement applies to all employees employed by Total Electrical Connection Pty Ltd., located at 5/14 Sheridan Close, Milperra NSW 2214, who are engaged upon construction and installation work within the County of Cumberland, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 30 Months.

ea06/238 - Boral Concrete Sydney Metropolitan Drivers Enterprise Agreement 2005-2008

Made Between: Boral Construction Materials Group Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/214.

Approval and Commencement Date: Approved and commenced 23 February 2006.

Description of Employees: The agreement applies to all employees employed by Boral Construction Material Group Limited, who are engaged as concrete agitator drivers at its Sydney Metropolitan Concrete Plants, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 36 Months.

EA06/239 - Manassen Foods Australia - National Union of Workers NSW Branch Enterprise Agreement 2006

Made Between: Manassen Foods Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/258.

Approval and Commencement Date: Approved 24 March 2006 and commenced 1 April 2006.

Description of Employees: The agreement applies to all employees employed by Manassen Foods Australia Pty Ltd., located at 490 Victoria Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 36 Months.

EA06/240 - State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006

Made Between: State Transit Authority of NSW -&- the Australian Services Union of N.S.W., The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Rail, Tram and Bus Industry Union, New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 8 May 2006.

Description of Employees: The agreement applies to all Salaried, Senior and Operational Support employees employed by the Division Head of the State Transit Authority Division of the New South Wales Government Service located at Level 1, 219-241 Cleveland Street, Strawberry Hills NSW 2010, who fall within the coverage of the State Transit Authority of New South Wales, Salaried Officers' Award 2001 and the Senior Officer's - Rail, Bus and Ferries New South Wales Award 2002.

Nominal Term: 31 Months.

EA06/241 - State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Agreement 2006

Made Between: State Transit Authority of NSW -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Rail, Tram and Bus Industry Union, New South Wales, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved 8 May 2006 and commenced 2 May 2006.

Description of Employees: The agreement applies to all bus maintenance, trades and trades assistant employees employed by The Division Head of the State Transit Authority Division of the New South Wales Government Service located at Level 1, 219-241 Cleveland Street, Strawberry Hills NSW 2010, who fall within the coverage of the State Transit Authority of New South Wales Bus Engineering Maintenance Award 2001.

Nominal Term: 32 Months.

INDUSTRIAL GAZETTE**VOLUME 359****INDEX****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>(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>(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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