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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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SYDNEY WATER AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Water Corporation.

(No. IRC 1877, 5381 & 6448 of 2004)

Before The Honourable Justice Kavanagh

8 November 2004 and 6 October 2005

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PART I - APPLICATION AND OPERATION OF AWARD**1. Statement of Intent**

It is recognised by the parties that the Award sets a climate for continuing change and optimum utilisation of all the Employer's resources. In achieving these goals, the Employer acknowledges the role of Unions to represent their members and their industrial interests in conferring on the change process, together with the valuable contributions the Unions and employees make to improving efficiency and business performance.

The parties agree to work together to continually improve productivity and flexibility as part of a goal to achieve best practice.

We are united in our goal of improving customer service and constantly seeking to add value to the community.

The parties agree to honour previous registered Enterprise Agreements.

The parties agree that should a demarcation dispute arise, settlement will be pursued in accordance with Clause 54 Dispute Resolution and Grievance Procedures.

2. Area, Incidence and Duration

This Award rescinds and replaces:

Sydney Water Award, 1994, (reviewed) published 5 October 2001 (328 I.G. 441).

Sydney Water Corporation Enterprise Agreement, 2003 published 23 January 2004 (343 I.G. 99).

The parties to this Award are:

Sydney Water Corporation;

the Australian Services Union of New South Wales;

the Electrical Trades' Union of Australia New South Wales Branch;

the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

The Award shall take effect on and from 1 July 2004 and remain in force thereafter until 1 July 2006. The pay rates contained in the Award are effective from 1 July 2004 and payable from the first full pay period after 1 July 2004.

3. Definitions

"Employer" means Sydney Water Corporation.

"Unions" means: the Australian Services Union of New South Wales;

the Electrical Trades' Union of Australia New South Wales Branch;

the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

"Pay Point" means a rate of pay on the appropriate Pay Scale contained in Schedules A and B.

"Equivalent" when referring to either qualifications and/or work experience are those qualifications and work experience deemed by the Employer to be equivalent.

"Former Wages Employees" means those employees whose conditions of employment were governed by the Water and Sewerage Employees Wages Division (Metropolitan) Award or the Water and Sewerage (casual Wages Staff) Award prior to 26 June 1994.

PART II - EMPLOYMENT RELATIONSHIP

4. Contract of Employment

4.1 General

(a) Employment (other than casual) will be on a fortnightly basis.

(b) Employment will be on a full-time, term, part-time or casual basis.

- (c) All employees covered by this Award will be appointed to the Employer and work where nominated from time to time by the Employer.
- (d) All employees will be required to perform the full range of related work activities equivalent to their appointed position and field of employment. Employees may also be required to perform duties of a lesser nature. While employees may be required to perform 'lower duties' this principle is not to be used as a means of deskilling any individual or group.

4.2 Casual Employment

- (a) Casual employees are employed to perform irregular, seasonal or on-call work. They have no entitlement to Award provisions other than those contained in this clause.
- (b) Casual employees are engaged on an hourly basis and paid as such.
- (c) The hourly rate paid to a casual employee will be the hourly rate paid for the equivalent full-time job.
- (d) Casual employees will be paid a loading of twenty (20) per cent of their hourly rate. Payment of this loading will be in lieu of all other entitlements, including recreation leave as specified in this Award.
- (e) Casual employees will be paid fortnightly for hours worked.
- (f) Where the period of engagement on any one day exceeds five (5) hours an unpaid meal break of at least half an hour must be taken.
- (g) Casual employees will be entitled to payment for overtime in accordance with the provisions of this Award only when the contracted hours per day are exceeded.
- (h) Casual employees are entitled to long service leave in accordance with the *New South Wales Long Service Leave Act, 1955*.
- (i) Casual employees are entitled to unpaid parental leave in accordance with the *New South Wales Industrial Relations Act, 1996*.

4.3 Term Employees

Term employees are directly employed by Sydney Water for a limited and specified amount of time and/or a specified task. Term employees are engaged to work for a defined period and/or for a specified task where there will be no on-going need for either the person or the position. Term employees may be either full-time or part-time and their conditions of employment are governed by this Award.

4.4 Part-Time Employees

- (a) A part-time employee will mean an employee who is employed to work hours which are less than the average weekly hours worked by full-time employees, and includes:
 - employees working permanent part-time arrangements,
 - full-time employees who are temporarily working on a part-time arrangement, and
 - term employees engaged on a part time arrangement.
- (b) The daily hours to be worked and the days of the week to be worked by part-time employees (including temporary part-time arrangements of full-time employees) must be agreed in writing between the employee and their manager. The ordinary daily hours will be worked Monday to Friday but are not restricted by the ordinary working hours in subclause 9.2(a)(i) or (ii).

Except that no agreement shall permit a minimum start of less than three (3) continuous hours except in cases where it is agreed that there be a start of two (2) continuous hours on two (2) or more days per week provided that:

- (i) the part-time work agreement was made before 26 March 1998; or
 - (ii) a two (2) hour start is sought by the employee to accommodate the employee's personal circumstances which must be specified in the agreement; or
 - (iii) the place of work is within a distance of five (5) km from the employees place of residence.
- (c) Part-time employees will only be entitled to overtime if the hours worked exceed the ordinary weekly full-time equivalent hours for the position or where work is performed on a Saturday/Sunday or Public Holiday irrespective of the weekly hours worked. Payment will be at the rate prescribed in Clause 14 (Overtime).
 - (d) Part-time employees whose scheduled hours are five (5) or less per day, are not entitled to meal breaks.
 - (e) Part-time employees will be paid fortnightly for hours worked.
 - (f) The hourly rate paid to a part-time employee will be the hourly rate for the equivalent full-time job.
 - (g) Part-time employees will be eligible, on a proportional basis for all types of leave prescribed in this Award.
 - (h) Leave will be calculated on the basis of the proportion of hours scheduled per week to the full-time hours of work per week, i.e.

$$\frac{\text{part time hours}}{\text{full time hours of leave in hours entitlement (in hours)}} \times \text{full time annual entitlement} = \text{P/T annual leave}$$
 - (i) Any leave approved to cover the absence of a part-time employee will be debited on an hourly basis or part thereof to reflect the actual time taken off work.
 - (j) Where an employee has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
 - (k) Public Holidays will only be paid if the employee was scheduled to work on the Public Holiday and in accordance with Clause 17 (Public Holidays & Union Picnic Day).

4.5 Medical Examinations

A person may not be eligible for appointment unless that person has, as required by the Employer, passed an examination of medical fitness by a qualified medical practitioner nominated by the Employer.

4.6 Advice Of Absences

Employees who are absent on any day for reasons other than a pre-arranged absence must advise their manager as soon as practicable on that day, and where possible before normal starting time, of the estimated duration of the absence and the type of leave that will be taken.

4.7 Termination Of Employment

- (a) Employment may be terminated by either the employee or the Employer by giving two (2) weeks written notice. Reference should be made to the relevant provision of the *Workplace Relations Act, 1996* to ensure that employees are not entitled to a greater period of notice.
- (b) The Employer may give two (2) weeks pay or greater (in line with the *Workplace Relations Act, 1996*) in lieu of notice.
- (c) If the employee fails to give two (2) weeks notice, two (2) weeks pay will be forfeited.
- (d) Employees who have given or been given notice, and absent themselves from duty without acceptable proof (the onus of proof lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for any work performed during the period of notice.

4.8 Misconduct

- (a) Suspension: Nothing will prohibit the Employer suspending from duty an employee for alleged misconduct, nor to defer payment for any day or part of a day during such period of suspension, where the Employer deems it necessary to further investigate the alleged misconduct. The Employer will investigate and determine matters in relation to any suspension. During any investigation by the Employer the rules of natural justice will apply.
- (b) Misconduct not proven: Where the Employer finds that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive payment for the period of suspension.
- (c) Misconduct Proven: Where the Employer determines that an employee is guilty of misconduct the employee may be:
 - dismissed; or,
 - regressed to a lower pay point; or,
 - subjected to other action as deemed appropriate.

In the above instances, payment for any period of suspension may be forfeited.

- (d) Summary dismissal: Where it has been established to the satisfaction of the Employer that an employee has been guilty of misconduct, the Employer may summarily dismiss without notice.

4.9 Abandonment Of Employment

- (a) Employees who are absent from work for a continuous period exceeding five (5) working days without notification to the Employer will be regarded as having abandoned their employment.
- (b) After the five (5) days referred to in (a) above, the Employer will notify such employees in writing, forwarded to the address last known to the Employer, that their employment will be terminated from the first date of absence unless acceptable explanation for such absence is supplied. A period of not less than five (5) working days will be allowed for the employee to contact the Employer.
- (c) If the employee fails to respond, their employment will have ended from the first day of absence.

4.10 Employer's Right To Deduct Pay And Time Lost

(a) Through No Fault of the Employer

- (i) Where employees are absent from duty for reasons not entitling payment under this Award, the Employer may deduct from the pay of the employee, payment for all time lost to the Employer.
- (ii) The Employer may deduct from the pay of an employee, all amounts paid in advance for any type of leave where the leave is subsequently not approved or the employee fails to attend a course for which leave was granted.

(b) Through Fault of the Employer

No deduction will be made for time lost through the fault of the Employer.

(c) Inclement Weather

No deduction from pay will be made for time lost owing to wet weather provided employees:

- (i) continue to work until the supervisor orders work to cease;
- (ii) stand-by as directed by supervisor;
- (iii) commence duty when directed by supervisor;
- (iv) stand-by until work has been officially abandoned for that day.

(d) Stand Down Orders

The Employer may apply to the New South Wales Industrial Relations Commission for stand down orders in accordance with the *New South Wales Industrial Relations Act, 1996*.

4.11 Payment On Termination

When an employee is terminated and is not paid at the time of termination and is required to collect their pay in their own time, they shall be paid ordinary rates up to a maximum of two (2) hours. An employee who resigns may make the necessary arrangements for a cheque to be forwarded to them for any monies due.

4.12 Payment Of Money Owing To The Employee In Case Of Death

(a) Payment of Unpaid Monies

- (i) Any outstanding pay will be paid into the deceased's nominated bank, building society or credit union account as per normal pay.
- (ii) All unpaid monies other than pay will be paid as follows:
 - (A) Where the unpaid monies owed by the Employer is in excess of \$15,000 such monies will be paid to the Executor or Administrator of the deceased's estate. This will only be done on the production of Grant of Probate or Letters of Administration.
 - (B) Where the unpaid monies owed by the Employer do not exceed \$15,000 the Employer may agree to make payment through the Executor or Administrator of the deceased's estate without Grant of Probate or Letters of Administration.

(C) Where the unpaid monies owed by the Employer do not exceed \$15,000 the Employer may agree to make payment to other than the Executor or Administrator of the deceased's estate. In such cases, the Employer may require the person to whom the payment is made to demonstrate a legal entitlement to the money and to provide a written indemnity to the Employer stating that they will indemnify the Employer in relation to any claims made against the Employer in relation to the money paid.

(b) Advance Payments

Up to \$5,000 may be advanced prior to the production of all documentation referred to above, provided the Employer is reasonably assured that the payment is being made to the legal spouse or de facto partner or other person who can demonstrate a legal entitlement to money owing to the deceased.

4.13 Overtime And Shift

For the purpose of meeting the needs of the industry the Employer may require any employee to work reasonable overtime, subject to subclause 14.3 (Reasonable Overtime), including work on Saturdays, Sundays and Public Holidays or shift work at the rates prescribed by this Award.

4.14 Conditions Of Employment

By agreement between the Employer and one or more parties to the Award, different conditions of employment to those set out in the Award may be introduced in particular work areas provided that:

Management discusses the proposals with Union representative(s) and the employee(s) affected at the business unit level.

Employee(s) must not be disadvantaged when the different arrangements are compared against the Award or relevant industrial instrument conditions when viewed as a whole.

The majority of the employees affected by the arrangement(s) after taking all views into consideration and the Union(s) agree.

The parties commit the agreement to writing.

Where there is no agreement, the Award or relevant industrial instrument condition will prevail.

PART III - PAY AND RELATED MATTERS

5. Job Evaluation

The rate of pay for all positions, except positions covered by competency schemes as agreed between the parties, subclause 6.4 (Special Movements) and Clause 57 (Water Services Division (Civil Maintenance) Production Employee Skills Development Programme), will be determined by job evaluation.

6. Pay

6.1 Rates Of Pay

(a) There will be one pay scale (PS) for all employees to:

(i) Properly cater for promotions

(ii) Allow for the enhancement and development of skills, increasing managerial responsibilities and personal development.

- (b) The rate of pay for a job (other than those covered by subclause 6.4 (Special Movements) and base grade clerical PS 3-20) will be based on its evaluated pay point.
- (c) The rates of pay listed in this clause stand alone and contain no component rates from outside Awards or agreements (Schedules A and B).
- (d) Equivalent rates of pay will be determined as follows:
 - (i) Daily = PS hourly rate x ordinary daily working hours.
 - (ii) Weekly = PS hourly rate x ordinary weekly working hours.
 - (iii) Fortnightly = weekly pay rate x 2.
 - (iv) Annual = weekly pay rate x 52.2.
- (e) The rates of pay in this Award include the adjustments payable under the State Wage Cases of 2001, 2002, 2003 and 2004.
- (f) No further claims can be made for improvements made and paid for under previous Sydney Water Corporation and Australian Water Technologies Pty Ltd Enterprise Agreements.

6.2 Appointments

- (a) Employees will be appointed on the appropriate annual rate of pay for the job (being the mid point), except where, in exceptional circumstances appointment may be made at the low or high point (Schedules A and B).
- (b) Where in exceptional circumstances appointment has been made to the low point, an employee may progress to the mid-point after twelve (12) months from the original appointment, subject to satisfactory performance in all aspects of the position.
- (c) Where progression for an employee is rejected, the reasons for such rejection must be stated in writing and provided to the employee. In such cases, the employee has a right of appeal to the relevant General Manager, and where unsuccessful shall subsequently be reviewed six (6) months after the original review.
- (d) Where an employee is appointed to the mid point, there will be no progression.
- (e) An employee shall not be paid a rate less than their appointed rate, except where an employee has been regressed as a result of:
 - (i) poor performance; or
 - (ii) disciplinary action - see Clause 4 (Contract of Employment).

6.3 Payments Of Monies Due

- (a) The Employer may make payment, less any deductions as may be authorised by the employee or required by law (eg garnishee order), by paying the full amount of any balance due into a credit union, building society or bank account of the employee's choice, or by cheque made payable to the employee.
- (b) Monies will only be assigned to accounts which are in the employees name either singly or jointly.
- (c) Any payments in addition to an employee's appointed rate of pay, made under the provisions of this Award (eg overtime, allowances, shift penalties, etc), will be made within the three (3) pay periods (i.e. six (6) weeks).
- (d) No variation will be made to pay unless it is properly authorised, in writing.

6.4 Special Movements

- (a) Where employees hold recognised tertiary qualifications and the Employer requires the employee to utilise such qualifications in the course of their work, employees will be initially offered appointment to a pay point on the appropriate scale as determined by the Employer. Employees will be eligible to progress annually in line with the appropriate scale, subject to:
- (i) satisfactory performance of the employee concerned at the existing pay point.
 - (ii) the experience and demonstrated ability of the employee concerned.
 - (iii) the capacity of the employee to undertake more responsible work.
 - (iv) the availability of work in the employees acquired discipline.
- (b) Where progression for an employee is rejected, the reasons for such rejection must be stated in writing and provided to the employee. In such cases, the employee has a right of appeal to the relevant General Manager, and where unsuccessful, shall subsequently be reviewed six (6) months after the original review.
- (i) Engineering - four (4) year degree or equivalent
 - Pay Point 26
 - Pay Point 32
 - Pay Point 38
 - Pay Point 44
 - Pay Point 48
 - Pay Point 51
 - Pay Point 53
 - Pay Point 55
 - Pay Point 56
 - (ii) Environmental Sciences - three (3) year degree, diploma or equivalent
 - Pay Point 22
 - Pay Point 26
 - Pay Point 32
 - Pay Point 38
 - Pay Point 44
 - Pay Point 48
 - Pay Point 51
 - Pay Point 53
 - Pay Point 55

- Pay Point 56
- (iii) Environmental Sciences - four (4) year degree or equivalent
- Pay Point 26
- Pay Point 32
- Pay Point 38
- Pay Point 44
- Pay Point 48
- Pay Point 51
- Pay Point 53
- Pay Point 55
- Pay Point 56
- (iv) Architectural - three (3) year degree, diploma or equivalent
- Pay Point 22
- Pay Point 26
- Pay Point 32
- Pay Point 38
- Pay Point 44
- Pay Point 48
- Pay Point 51
- Pay Point 53
- Pay Point 55
- Pay Point 56
- (v) Architectural - five (5) year degree or equivalent
- Pay Point 26
- Pay Point 32
- Pay Point 38
- Pay Point 44
- Pay Point 48
- Pay Point 51
- Pay Point 53

Pay Point 55

Pay Point 56

(vi) Surveying - degree or equivalent

Pay Point 26

Pay Point 32

Pay Point 38

Pay Point 44

Pay Point 48

Pay Point 51

Pay Point 53

Pay Point 55

Pay Point 56

Notwithstanding the provisions above, an employee who becomes a registered surveyor by examination of the Board of Surveyors will be paid a rate of not less than pay point 38.

(vii) Scientific - three (3) year degree, diploma or equivalent

Pay Point 22

Pay Point 26

Pay Point 32

Pay Point 38

Pay Point 44

Pay Point 48

Pay Point 50

Pay Point 52

Pay Point 53

Pay Point 55

(viii) Scientific - four (4) year degree or equivalent

Pay Point 26

Pay Point 32

Pay Point 38

Pay Point 44

- Pay Point 48
- Pay Point 50
- Pay Point 52
- Pay Point 53
- Pay Point 55
- (ix) General - diploma or equivalent
 - Pay Point 14
 - Pay Point 16
 - Pay Point 18
 - Pay Point 20
 - Pay Point 22
 - Pay Point 24
 - Pay Point 26
 - Pay Point 28
- (x) General - degree or equivalent
 - Pay Point 16
 - Pay Point 20
 - Pay Point 24
 - Pay Point 28
 - Pay Point 32
 - Pay Point 36
 - Pay Point 40
- (xi) Employees will only be eligible for special movements while in positions considered by the Employer to require the specific skills of their respective discipline.

6.5 Competency Arrangements

Where the nature of the work is conducive to a competency based development and progression system, the parties may enter into said schemes or redesign current schemes. Competence is defined as the consistent application of skills and knowledge to defined standards across the full range of conditions. Such schemes will be effected by way of a registered Enterprise Agreement.

Where any such agreement is reached, the following principles will apply to the system:

- (a) Competency Development and Progression
 - (i) Competency structures will be developed and agreed by the relevant parties.

- (ii) The Employer is committed to providing genuine opportunities for employees to acquire competencies consistent with any workforce plan that has been developed to support operational requirements.
 - (iii) The Employer and employees have shared responsibility for competency achievement and maintenance.
 - (iv) Employees may progress to the limit of the competence in a stream. Progression beyond these limits in each stream will be by appointment.
 - (v) Training plans will be developed, which take into account the workforce plan, career development and competency maintenance requirements.
- (b) The Classification Structure
- (i) Employees will be paid for competencies acquired, consistent with agreed competency systems.
 - (ii) Employees may be required to carry out duties and use any tools and equipment which are within the limits of their competence and training.
 - (iii) Work design will be flexible within the competency streams to meet business needs.
- (c) Competency Assessment and Progression
- (i) Competency assessment methodology will be developed and agreed by the relevant parties, consistent with the Australian National Training Authority (ANTA) standards and/or ITAB standards and others as agreed by the parties and the agreed Registered Training Organisation (RTO).
 - (ii) Any methodology will provide for the Recognition of Current Competencies (RCC). RCC gives formal recognition of an employee's relevant qualifications, knowledge, skills and on the job performance.
 - (iii) On completion of the competency framework, agreement will be reached on the following areas:
 - (A) The evaluation process;
 - (B) Translation arrangements and competency gaps;
 - (C) Assessment process and providers;
 - (D) Training plans and accreditation;
 - (E) Appeal and dispute process; and
 - (F) Gaining of a recognised qualification where appropriate.

6.6 Regression

- (a) An employee's performance and skills attainment will be monitored on a regular basis with training, support and counselling being provided when necessary.
- (b) Where an employee's work performance is found to be unacceptable, the Employer may reduce the employee's pay.

- (c) An employee's pay will not be reduced before the Employer's Disciplinary Process has been exhausted, and in any case, will not be reduced before the employee is given an adequate opportunity to improve his/her performance.
- (d) In all cases where an employee's pay has been reduced, the employee is to receive a statement in writing signed by the relevant manager which gives the grounds.
- (e) The employee has the right to appeal against the decision to reduce their pay, to the relevant General Manager or a nominated authorised employee.
- (f) Where the decision to regress is upheld, the employee is entitled to internal counselling and support aimed at correcting the misconduct or improving the performance.
- (g) The employee will be entitled to a further review after a reasonable period of time as determined by the General Manager or nominee.

SCHEDULES A & B

PAY SCALE (effective 1 July 2004)		
PS Level	Schedule A - Provision for Roll-up of Recreation Leave Loading 1 Hourly Rate \$	Schedule B - All other employees not covered by Schedule A. Hourly Rate \$
1	12.58949	12.42146
2	13.18883	13.01259
3 Low	13.78872	13.60482
4	14.46032	14.26820
5	15.13136	14.92994
6	15.99836	15.78544
7 Mid	16.86590	16.64094
8	17.21730	16.98851
9	17.56869	17.33443
10 High	18.30432	18.06076
11	18.81390	18.56267
12	19.32293	19.06568
13	19.73892	19.47619
14	20.15545	19.88725
15	20.50575	20.23317
16 Low	20.85605	20.57800
17	21.22058	20.93760
18 Mid	21.58456	21.29721
19	21.96223	21.67050
20 High	22.34154	22.04433
21	22.58675	22.28626
22 Low	22.83196	22.52819
23	23.08539	22.77833
24 Mid	23.33881	23.02791
25	23.59661	23.28243
26 High	23.85495	23.53695
27	24.12042	23.79858
28 Low	24.38588	24.06076

¹ It is agreed to continue to roll-up recreation leave loading rates of pay of employees who were covered by the *Sydney Water Holding Company Enterprise Agreement, 1997*. The rates of pay in Schedule A contain a component equivalent to 1.35% in lieu of leave loading. The roll up of recreation leave loading will not apply to any other employee in Sydney Water.

29	24.61576	24.28790
30 Mid	24.84565	24.51450

1. It is agreed to continue to roll-up recreation leave loading rates of pay of employees who were covered by the Sydney Water Holding Company Enterprise Agreement, 1997. The rates of Pay in Schedule A contain a component equivalent to 1.35% in lieu of leave loading. The roll up of recreation leave loading will not apply to any other employee in Sydney Water.

31	25.08155	24.74767
32 High	25.31746	24.97975
33	25.55610	25.21565
34 Low	25.79475	25.45101
35	26.03941	25.69184
36 Mid	26.28407	25.93377
37	26.53311	26.18008
38 High	26.78380	26.42693
39	27.03831	26.67871
40 Low	27.29283	26.92885
41	27.55282	27.18610
42 Mid	27.81281	27.44226
43	28.07827	27.70443
44 High	28.34209	27.96442
45	28.61248	28.23098
46 Low	28.88123	28.49644
47 Mid	29.43404	29.04215
48 High	29.99562	29.59606
49 Low	30.56869	30.16147
50 Mid	31.15271	30.73782
51 High	31.74877	31.32622
52 Low	32.35796	31.92666
53 Mid	32.97865	32.54023
54 High	33.61248	33.16420
55 Low	34.25725	33.80131
56 Mid	34.91407	34.44937
57 High	35.58675	35.11275
58 Low	36.27258	35.78927
59 Mid	36.96990	36.47729
60 High	37.68473	37.18281
61 Low	38.41106	37.89984
62 Mid	39.15161	38.63054
63 High	39.90914	39.37767
64 Low	40.68035	40.13903
65 Mid	41.46689	40.91461
66 High	42.27148	41.70881
67 Low	43.08976	42.51615
68 Mid	43.92447	43.33935
69 High	44.77668	44.18062
70 Low	45.64477	45.03722
71 Mid	46.53202	45.91242
72 High	47.43459	46.80296
73 Low	48.35742	47.71374
74 Mid	49.29776	48.64149
75 High	50.25725	49.58730
76	51.23591	50.55337

PAY SCALE (effective 1 July 2005)		
PS Level	Schedule A - Provision for Roll-up of Recreation Leave Loading ² Hourly Rate \$	Schedule B - All other employees not covered by Schedule A. Hourly Rate \$
1	13.09305	12.91845
2	13.71648	13.53311
3 Low	14.34045	14.14888
4	15.03886	14.83908
5	15.73673	15.52709
6	16.63820	16.41708
7 Mid	17.54078	17.30651
8	17.90586	17.66831
9	18.27148	18.02791
10 High	19.03667	18.78325
11	19.56650	19.30542
12	20.09579	19.82813
13	20.52874	20.25506
14	20.96169	20.68254
15	21.32622	21.04269
16 Low	21.69020	21.40120
17	22.06951	21.77504
18 Mid	22.44773	22.14888
19	22.84072	22.53749
20 High	23.23536	22.92611
21	23.49042	23.17789
22 Low	23.74548	23.42912
23	24.00876	23.68966
24 Mid	24.27258	23.94910
25	24.54023	24.21346
26 High	24.80898	24.47838
27	25.08539	24.75041
28 Low	25.36125	25.02299
29	25.60044	25.25944
30 Mid	25.83963	25.49535
31	26.08484	25.73782

2. It is agreed to continue to roll-up recreation leave loading rates of pay of employees who were covered by the Sydney Water Holding Company Enterprise Agreement, 1997. The rates of pay in Schedule A contain a component equivalent to 1.35% in lieu of leave loading. The roll up of recreation leave loading will not apply to any other employee in Sydney Water.

32 High	26.33005	25.97920
33	26.57854	26.22441
34 Low	26.82649	26.46907
35	27.08101	26.71976
36 Mid	27.33552	26.97099
37	27.59442	27.22715
38 High	27.85495	27.48385

² It is agreed to continue to roll-up recreation leave loading rates of pay of employees who were covered by the *Sydney Water Holding Company Enterprise Agreement*, 1997. The rates of pay in Schedule A contain a component equivalent to 1.35% in lieu of leave loading. The roll up of recreation leave loading will not apply to any other employee in Sydney Water.

39	28.11987	27.74603
40 Low	28.38478	28.00602
41	28.65517	28.27367
42 Mid	28.92556	28.53968
43	29.20142	28.81281
44 High	29.47564	29.08320
45	29.75698	29.36015
46 Low	30.03667	29.63656
47 Mid	30.61138	30.20361
48 High	31.19540	30.77997
49 Low	31.79146	31.36782
50 Mid	32.39901	31.96716
51 High	33.01861	32.57909
52 Low	33.65244	33.20361
53 Mid	34.29776	33.84182
54 High	34.95676	34.49097
55 Low	35.62781	35.15326
56 Mid	36.31089	35.82759
57 High	37.01040	36.51724
58 Low	37.72359	37.22058
59 Mid	38.44882	37.93651
60 High	39.19212	38.66995
61 Low	39.94745	39.41598
62 Mid	40.71757	40.17570
63 High	41.50575	40.95293
64 Low	42.30761	41.74439
65 Mid	43.12534	42.55118
66 High	43.96223	43.37712
67 Low	44.81336	44.21675
68 Mid	45.68144	45.0728
69 High	46.56760	45.94800
70 Low	47.47072	46.83853
71 Mid	48.39354	47.74877
72 High	49.33224	48.67488
73 Low	50.29174	49.62233
74 Mid	51.26984	50.58730
75 High	52.26765	51.57088
76	53.28517	52.57526

7. Salary Sacrifice Arrangements

7.1 Principles For Salary Sacrifice Arrangements

- (a) Under clauses 7.2, 7.3 and 7.4, an employee will be able to package up to fifty (50) per cent of their current pay payable under Clause 6 (Pay) or under a registered enterprise agreement, or fifty (50) per cent of the current applicable superannuable salary, whichever is the lesser.
- (b) "Superannuable Salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (c) Any payments such as leave paid out on termination or resignation and allowances that are normally based on the pre-packaging salary will continue to be based on this salary.
- (d) The Employer's obligations under the *Superannuation Guarantee (Administration) Act, 1992* will also be based on the pre-packaging salary.

7.2 Child Care Benefits

- (a) Notwithstanding any other provisions of the Award, by mutual agreement with the Employer, an employee may elect to receive:
- (i) the benefit of services under the Employer's child care scheme; and
 - (ii) an amount of pay equal to the difference between pay calculated in accordance with the rates prescribed in the Clause 6 (Pay) and the amount specified by the Employer from time to time for the benefit received by the employee under the Employer's child care scheme.
- (b) During the currency of an agreement under this clause:
- (i) an employee who takes any paid leave on full pay shall receive the benefits and pay under subclauses 7.2(a)(i) and (ii).
 - (ii) An employee who takes any paid leave on less than full pay shall receive:
 - (A) the benefit of services under the Employer's child care scheme, and
 - (B) an amount of pay calculated by applying the formula:

$$S \times P\% - [(100\% - P\%) \times C]$$

Where

 - S = the pay determined by subclause 7.2(a)(ii).
 - P = the percentage of pay payable during the leave
 - C = the amount specified by the Employer for the benefit received by the employee under the Employer's child care scheme during the period of paid leave.
- (c) Any other Award payment calculated by reference to the employee's pay, and payable:
- (i) during employment, or
 - (ii) on termination of employment in respect of untaken leave, or
 - (iii) on death,
- shall be at the rate of pay which would have applied to the employee under the Clause 6 (Pay), in the absence of the agreement.
- (d) During the currency of an agreement under this clause an employee shall not also be entitled to receive the pay prescribed in the Clause 6 (Pay).

7.3 Salary Sacrifice To Superannuation

- (a)
- (i) Notwithstanding the pay outlined in Clause 6 (Pay) or any relevant pay scale in a registered enterprise agreement an employee may elect to sacrifice a portion of the pay payable to additional Employer superannuation contributions. Such election must be made prior to the commencement date of the period of service to which the earnings relate and is subject to the limitations provided in (ii) & (iii) of this clause.

- (ii) The amount sacrificed to superannuation must not exceed fifty (50) per cent of the employee's current pay, payable under Clause 6 (Pay) or under a relevant registered enterprise agreement, or fifty (50) per cent of the current applicable superannuable salary, whichever is the lesser.
 - (iii) In addition to (ii) above, the amount of pay which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of Employer contributions to accumulation funds (any current Employer contributions and elected salary sacrificed contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- (b) Where the employee has elected to sacrifice a portion of that pay to additional Employer superannuation contributions:-
- (i) Subject to Australian Taxation law, the sacrificed portion of pay will reduce the pay subject to appropriate PAYE taxation by the amount of that sacrificed portion; and
 - (ii) Any allowance, penalty rate, payment for unused leave entitlement, weekly workers compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Enterprise Agreement, Act or Statute which is expressed to be determined by reference to an employee's salary shall be calculated by reference to the pay which would have applied to the employee under Clause 6 (Pay) of this Award or any relevant pay scale in a registered Agreement in the absence of any salary sacrifice to superannuation made under this Award.
- (c) The employee may elect to have the portion of payable pay which is sacrificed to additional Employer superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act, 1992* as optional Employer contributions; or
 - (ii) subject to the corporations agreement paid into a private sector complying superannuation scheme as Employer superannuation contribution.
- (d) Where an employee elects to sacrifice in terms of subclause 7.3 (c) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under
- (i) the *Superannuation Act, 1916*;
 - (ii) the *State Authorities Superannuation Act, 1987*;
 - (iii) the *First State Superannuation Act, 1992*;
- the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 7.3 (a) above is included in the employees superannuable salary which is notified to the New South Wales Public Sector Superannuation Trustee Corporation.
- (f) Where prior to electing to sacrifice a portion of his/her pay to superannuation, an employee had entered into an agreement with their Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 7.3(e) above, the Employer will continue to base contributions to that fund on the pay payable under Clause 6 (Pay) or any relevant pay scale in a registered enterprise agreement to the same extent as applied before the employee sacrificed portion of that pay to superannuation.

This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirement after the salary sacrifice is implemented.

7.4 Other Salary Sacrifice Arrangements

- (a) The Employer agrees to deduct monies in line with salary sacrifice arrangements entered into between an employee and a service provider(s) as engaged by the Employer.
- (b) Benefits that may be packaged under this clause include but are not limited to motor vehicles (novated lease for 100% private use only), self/professional education expenses and laptop computers. The list of benefits may be varied from time to time subject to legislative and policy requirements and relevant amendments to guiding policy.

7.5 No Assignment Of Pay

- (a) An employee's pay will be paid as it falls due with the exception of payments withheld for the purposes of pay equalisation in conjunction with any flexible patterns of work detailed in Clause 9 (Hours) and Clause 48 (Flexible Work Practices) of this Award.
- (b) No payment shall be made in respect thereof to any person by virtue of any order, document, or instrument whereby an employee may have assigned or attempted to assign their pay.

Provided that this clause shall not apply in the case of payments made out of the pay of an employee at their request in writing in respect of contributions to:

a Union party to this Award;

a complying superannuation fund agreed by the Employer;

a service provider administering salary sacrifice arrangements engaged by the Employer;

health/medical funds agreed by the Employer but including:

the Hospitals Contribution Fund of Australia;

the Medical Benefits Fund of Australia;

the Newcastle Industrial Benefits Limited;

Medibank Private;

the Warragamba Dam and Prospect District Provident Fund;

the Manchester Unity I.O. Oddfellows Hospital and Medical Benefits Fund;

the Government Employees' Medical and Hospital Fund;

the Western District Fund;

any premiums due to any life assurance company approved by the Employer for this purpose;

Charities agreed by the Employer;

the repayment of a loan advanced by a bank approved by the Employer to an employee;

contributions to a boarding house or mess establishment on any work site;

the payment of rental or other charges to the Employer on account of a cottage rented or purchased from the Employer;

amounts owing by an employee for safety footwear and/or wearing apparel purchased from or supplied by the Employer;

the repayment to the Employer for any periodical public transport ticket obtained by the Employer on behalf of the employee.

8. Temporary Arrangements

- (a) Where a vacancy exists, or an employee is absent for four (4) consecutive days or more, the Employer, on a temporary basis, may:
- (i) fill the position with the most suitable competent employee from a lower pay point with such employee receiving the specified pay point applicable to the position; or
 - (ii) fill the position with the most suitable competent employee from a higher pay point without loss of pay; or
 - (iii) fill the position with an employee at the same pay point, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills; or
 - (iv) fill the position on a rotational basis using any combination of the provisions set out in subclauses (i) to (iii) above; or
 - (v) assign part or all of the duties to an employee or employees from the same pay point or higher without variation in pay; or
 - (vi) leave the position unoccupied.
- (b) Where an employee is absent from duty for three (3) days or less, the Employer may:
- (i) assign the duties to another employee or employees without variation in pay; or
 - (ii) leave the position unoccupied.
- (c) A part-time employee may relieve in a higher paid position and be entitled to payment on a pro rata basis where such period exceeds four (4) consecutive days based on their usual pattern of work.
- In such cases, where a full time employee performs the duties on the remaining days, such employee will be entitled to payment at the higher rate where four (4) or more consecutive days are worked based upon the part-time pattern.
- (d) Full-time employees who relieve in a higher paid part-time position will receive payment at the higher rate on a pro rata basis where such period exceeds four (4) consecutive days on the part-time pattern of work.
- (e) Temporary arrangements are voluntary where an employee would be financially disadvantaged by being forced to undertake the duties of another position.
- (f) The Unions can approach the Employer in individual cases of hardship or difficulty regarding the application of this clause.

PART IV - HOURS OF WORK AND RELATED MATTERS

9. Hours of Work

9.1 General

- (a) For the purpose of this clause, the Employer's needs are of the foremost importance and such matters as the availability of adequate supervision, service to the public, work timetables, team or group work and inter-branch relationships will be relevant factors in determining the staggered work arrangements to be worked by employees. It will be the Employer's responsibility to ensure that sufficient employees are on duty to maintain service and work objectives.
- (b) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (c) The standard working hours will be those necessary for the completion of routine work, and this clause sets out the ordinary hours and conditions attached to exceptions.

9.2 Ordinary Working Hours

- (a) The ordinary working hours of full-time employees will be:
 - (i) an average of 35 per week, Monday to Friday inclusive, between the spread of hours 7.00am to 6.00pm, in accordance with subclause 9.4; or
 - (ii) subject to the introduction of the alternative arrangements under subclause 9.3 of this Award, an average of 38 per week over a four-week period, Monday to Friday inclusive, eight hours per day between the spread of hours 7.00am to 6.00pm, except for one leisure day off in each four-week period.
- (b) The provisions of subparagraph (ii) of paragraph (a) of this subclause will apply to employees who:
 - (i) occupy positions that were former Wages Division positions;
 - (ii) supervise employees who occupy positions that were former Wages Division positions;
 - (iii) provide ancillary services to support the functions performed by employees who occupy former Wages Division positions and are required to work similar hours; or
 - (iv) the duties of the position require the working of a 38-hour week.

9.3 Leisure Day Arrangements For Employees Working A 38 Hour Week

- (a) The parties commit in principle to the implementation of two (2) leisure days off in each four-week period for employees that work a 38 hour week.
- (b) The parties commit to working through the specific details of the operation of the arrangement with a view to implementation effective 1 January 2005 on the basis that the operation of the arrangement is finalised.
- (c) In principle, the parties agree that:
 - (i) The additional leisure day will operate in a similar way to the current leisure day entitlement for a 19 day month for 38 hour employees.
 - (ii) Individuals will not be able to opt out but the Employer will consider proposals by work groups or business units to opt out.

- (iii) An employee can accrue up to two (2) leisure days should the Employer request them to work on a designated leisure day and the employee is unable to clear the leisure day within the time frame set by the operational rules.
- (iv) Part clearance of a leisure day will not be permitted.
- (d) The Unions commit in principle to work with the Employer to minimise any unintended impact on productivity as a consequence of this arrangement being introduced. This may involve overcoming inefficiencies in the planning, implementation and post-implementation phases for a period up to six (6) months after implementation has occurred.
- (e) In the event that employees are unable to take their designated leisure days, six (6) months after implementation, the parties will review the proposal of attaching the accrued days (maximum of two (2) days) to recreation leave.

9.4 Staggered Work Arrangements For Employees Working A 35 Hour Week

- (a) The provisions of this subclause apply to:
 - (i) full-time employees whose ordinary working hours are an average of 35 hours per week; and
 - (ii) full-time term employees:
 - (A) whose ordinary working hours are an average of 35 hours per week; and
 - (B) who are permitted to work in accordance with this subclause by the relevant manager.
- (b) The provisions of this subclause do not apply to the following:
 - (i) part-time employees;
 - (ii) casual employees;
 - (iii) employees on part-time maternity leave; and
 - (iv) any employee (regardless of the basis of their employment) who fails to comply with the roster day off (RDO) requirements in paragraphs (g) and (h) of this subclause.
- (c) Employees to whom this subclause applies may nominate a preference to work one of the following staggered work arrangements:
 - (i) 20 day month of 7 hours per day (20 day month);
 - (ii) 19 day month of 7 hours and 25 minutes *per day and one RDO (or two half RDO's) every four weeks (19 day month); or
 - (iii) 9 day fortnight of 7 hours and 55 minutes *per day and two RDO's (or four half RDO's) every four weeks (9 day fortnight)

* Any time worked in excess of 7 hours on any day by employees under subparagraphs (c)(ii) and (iii) will be additional time worked on working days (excluding public holidays and 20 days recreation leave per year) for the purposes of the employee accruing RDO's.
- (d) An employee's nomination to work one of the staggered work arrangements under paragraph (c) of this subclause will be considered as follows:

- (i) Rostered days off are subject to consultation but remain an Employer's prerogative which prerogative is designed to ensure service to the public, availability of adequate supervision and satisfaction of the Employer's needs.
 - (ii) Unless the option as to one of the three staggered work arrangements in subclause 9.4(c) is specifically stipulated in the employee's position description, the staggered work arrangement shall be at the election of the employee.
 - (iii) Where an employee's staggered work arrangements are not stipulated in the employee's position description the employee's manager will consider the employee's nominated staggered work arrangement having regard to the Employer's needs referred to in subclause 9.1(a) above.
 - (iv) The manager shall not unreasonably withhold approval of the employee's nominated staggered work arrangement.
 - (v) If the employee's nominated staggered work arrangement is unacceptable to the Employer and the employee does not accept the reason(s) for the rejection, the nomination will be reviewed under Clause 54 (Dispute Resolution and Grievance Procedures).
 - (vi) If the employee accepts the reason(s) for the rejection of the employee's nominated staggered work arrangements, then the employee may elect to work one of the remaining staggered work arrangements provided that the employee may not elect a nine day fortnight.
 - (vii) An employee may elect to vary their staggered work arrangements at any time subject to the constraints set out in this subclause.
- (e) Employees who are eligible to work in accordance with this subclause must:
- (i) advise their supervisor/manager in writing of the staggered work arrangements in paragraph (c) of this subclause that they would prefer to work on an ongoing basis, which preference will be considered under paragraph (d); and
 - (ii) if they commence employment during a four week roster period, work a 20 day month until the commencement of the first four week roster period after the date of commencement of their employment; at which time they may commence working accordance with any approved staggered work arrangements under paragraph (c) of this subclause.
- (f) Employees who are eligible to work in accordance with this subclause may make a request, in writing to their Manager, to change their current work arrangements to an alternative staggered work arrangement under paragraph (c) of this subclause. Such requests will be considered under paragraph (d) and where approved will operate from the commencement of the next available four week roster period.
- (g) Employees who are eligible to work in accordance with this subclause must advise their supervisor/manager of their proposed dates for their RDO(s) before the third Wednesday during the four week roster period preceding the roster period in which the employee wishes to take their RDO(s).
- (h) The employee's supervisor/manager will determine whether to approve the proposed dates for their RDO's. Where possible employees will be afforded flexibility in choosing when to take RDOs. However the employees' supervisor/manager may (at any time and regardless of whether the employee has made a request to take RDO's) determine when employees take their RDOs and the employee must take their RDOs at that time.)
- (i) Employees must ensure that approved RDO(s) are appropriately recorded in the manner determine by the business in which they work.

- (j) Employee's RDO accumulation shall not exceed:
 - (i) two (2) RDOs in addition to the RDOs accumulated in the current four (4) week roster period where they are working a nine (9) day fortnight; and
 - (ii) one (1) RDO in addition to the RDO accumulated in the current four (4) week roster period where they are working a nineteen (19) day month.
- (k) When RDOs are taken continuous with recreation leave:
 - (i) any RDOs due at the start of the period of recreation leave will be regarded as being taken from the first day of the leave; and
 - (ii) any RDOs accumulated during leave will be regarded as being taken at the end of the leave.
- (l) RDO entitlements will be reduced in accordance with paragraph (m) as a result of all absences from work of one day or more except for absences in the following circumstances:
 - (i) Recreation leave;
 - (ii) Local leave;
 - (iii) Public Holiday;
 - (iv) Roster leave;
 - (v) Examination leave (½ day) together with Recreation leave (½ day);
 - (vi) Jury Service Leave; and
 - (vii) Trade Union Training Leave.
- (m) RDO entitlements are reduced by a half day, in the following roster period, if an employee accumulates:
 - (i) nine (9) days absence (other than of the type specified in paragraph (1) from work (over any period) where the employee works a nineteen (19) day month; or
 - (ii) five (5) days absence (other than of the type specified in paragraph (1) from work (over any period) where the employee works a nine (9) day fortnight.
- (n) The maximum payment in lieu of RDOs on termination of employment is two (2) days paid at single time rates.
- (o) RDOs must not be taken before they are accumulated.
- (p) If an employee is sick on an RDO the employee will be entitled to sick leave on full pay for that day instead of taking an RDO provided that:
 - (i) the employee complies with Clause 21 (Sick Leave); and
 - (ii) the employee has an entitlement to paid sick leave
- (q) Employees to whom this subclause applies - other than shift workers - must:
 - (i) commence work at a time approved by the employee's supervisor/manager prior to the commencement of the current roster period; and

- (ii) be on duty between the hours of 10.00am and 3.00pm (excluding lunch time) unless on approved leave.
- (r) Subject to paragraph (s) of this subclause, where possible an employee who commences work after the starting time approved under subparagraph (q)(i) of this subclause must work their normal staggered roster hours for that day without the payment of overtime.
- (s) Where an employee commences work after 10.00am, they must apply for recreation leave or have their RDO entitlements reduced to cover the period of absence. The minimum amount of leave an employee may apply for is a ½ day in respect of any such absence where no recreation leave or RDO entitlements are available to the employee, the employee must take leave without pay. This paragraph will not apply in the event of major transport delays or where a supervisor/manager determines that special circumstances exist.

9.5 Variation Of Hours

- (a) Starting and ceasing times may be varied to meet the Employer's requirements in cases where work cannot be carried out during the spread of hours (i.e. 7.00am to 6.00pm).
- (b) Employees whose starting and ceasing times have been varied by the Employer will be entitled to a loading of:
 - (i) twenty-five (25) per cent for those hours worked outside the spread of hours; or
 - (ii) fifty (50) per cent for those hours worked outside the spread of hours if the employee is required to commence before 5.00am or finishes after 8.00pm.
- (c) The loading specified in paragraph (b) of this subclause shall not apply where the Employer does not require the hours to be varied but the variation has been made by mutual agreement between the Employer and the employees concerned.
- (d) This subclause does not apply to shift workers.

10. Meal Breaks

10.1 Monday - Friday

- (a) Employees will be allowed a mid day meal break of not less than 30 minutes or more than one (1) hour without pay.
- (b) Employees working a staggered arrangement on a 35 hour week must take their meal break between 11.00am and 2.00pm, unless the employee's supervisor/manager has agreed prior to the lunch break being taken that the employee may take his or her lunch break at an alternative time.
- (c) No employee other than those covered by Clause 11 (Regular Shiftwork) and Clause 12 (Other Shiftwork) will be required to work for more than five (5) hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five (5) hours have elapsed.
- (d) In cases where employees are required to work for more than five (5) hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six (6) hours have elapsed.
- (e) Where an employee is required to work for more than the period of five (5) hours specified in this subclause they will be paid at the rate of time and one half from the end of five (5) hours until the meal break occurs. Where overtime is worked continuous with the day in question this payment will not be taken into account in the calculation of overtime.

10.2 Meal Breaks During Overtime Monday To Friday

Employees who are required to continue work beyond their normal ceasing time of an ordinary working day will, if the period of overtime to be worked is more than one (1) and a half hours, be allowed a meal break of thirty (30) minutes which will be paid for at single time rates. Where the overtime continues for more than five (5) and a half-hours, an additional paid break of twenty (20) minutes is to be allowed with a further paid break of twenty (20) minutes each four (4) hours thereafter, provided overtime continues, with each meal break being paid for at single rates.

10.3 Saturdays, Sundays Or Public Holidays

Employees working overtime on Saturdays, Sundays or Public Holidays will be entitled to a paid meal break of thirty (30) minutes after each four hours of overtime worked. This is provided that employees continue to work after the break. These breaks are paid at overtime rates.

10.4 Variation To Meal Breaks

Notwithstanding these provisions, meal breaks may be taken by agreement, at any time to best reconcile the needs of work and the employees who perform it and without payment of penalty.

11. Regular Shiftwork

11.1 General

Where the process of work requires continuity beyond the span of day working hours, such work will be organised by shift hours which may be worked by full-time, temporary, part-time or casual employees.

11.2 Regular Shiftwork

- (a) The hours for employees engaged on regular shiftwork will not exceed:-
 - (i) in the case of employees whose ordinary working hours are an average of 38 per week over a four (4) week period or over a twenty-eight (28) day cycle - 152 hours in twenty-eight (28) days of any twenty-eight (28) day roster period to be worked in nineteen (19) shifts of eight (8) hours each;
 - (ii) in the case of employees whose ordinary working hours are 35 per week - 70 hours in fourteen (14) consecutive days of any fortnightly roster period to be worked in ten (10) shifts of seven (7) hours each.
- (b) Time worked in excess of the ordinary shift hours as contained in (a)(i) and (ii) above, will be paid at overtime rates, except time worked:-
 - (i) by arrangement between the employees themselves with the consent of the Employer; or
 - (ii) consequent upon the periodical change from day to night shift; or
 - (iii) owing to the replacement employee reporting for duty later than the appointed time.
- (c) Employees engaged upon shiftwork required to work shifts on Saturdays, Sundays and Public Holidays will be paid as follows:-

For Saturday shifts - time and one half for the first two (2) hours, thereafter at double time, provided that any shift commencing after 12 noon will be paid at double time.
For Sunday shifts - double time.

For Public Holiday shifts (including Easter Saturday) - time and one half.

The extra rates provided above will be in addition to the shift allowance prescribed in paragraph (g) of this subclause.

- (d) Employees working to a shift roster of two (2) or more shifts per day or a seven (7) day continuous day roster who work on holidays according to their turn on the roster without receiving overtime pay therefore, will receive in addition to any other leave, roster leave on full pay as follows:-
- (i) for each continuous period of twelve (12) months work, two (2) weeks leave; and
 - (ii) for any period of such work less than twelve (12) months, one (1) day's leave for each holiday occurring in the period;
 - (iii) in addition to four (4) weeks recreation leave per annum and roster leave as prescribed in this subclause, employees rostered to work their ordinary shift hours on Sundays and/or public holidays will, on completion of each twelve (12) month period be credited with additional leave on the following basis:-

No. of ordinary shifts worked on Sundays and/or public holidays during a 12 months period	No. of additional days leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

On termination of employment, an employee will be entitled to be paid the money value of the additional leave accrued in respect of an uncompleted twelve (12) months period in accordance with the above scale.

- (iv) The period of "twelve (12) months" referred to in (i), (ii) and (iii) above will mean a "leave" year, i.e. from 1st December one (1) year to 30 November the next year.
- (e) The Employer's management will make every endeavour to ensure that additional leave and roster leave provided for under this subclause will be taken and in particular will ensure that such leave will not be allowed to accrue beyond seven (7) weeks. Any leave in excess of seven (7) weeks may be deemed to be forfeited.
- (f) Leave due to employees on roster will commence on and from the day following the last day of duty, and will be computed on a weekly basis, provided that if the day of resumption of duty falls upon the employee's day off on the roster they will not resume duty upon that day but upon their first roster day of duty. Provided further that a period of seven (7) weeks combined recreation, roster leave and shiftwork additional leave will consist of thirty-five (35) ordinary roster duty days.
- (g) Employees working on the afternoon or night shift, will be paid an extra allowance calculated at twenty (20) percent more than the ordinary rate for such shifts, excluding overtime shifts.
- (h) Employees on roster transferred from one roster to another will, in respect of the first day upon which they are required to work on the new roster which day would have been their day off on the old roster, be paid at the rate of time and one half for a week day, time and one half for the first two (2) hours and thereafter double time on Saturdays, double time from 12 noon on Saturdays, double time on Sunday and time and one half plus one additional day roster leave to credit for holidays. In addition, the extra allowance provided for in paragraph (g) will apply in respect of any afternoon or night shift excluding overtime shifts.
- (i) Shift Replacement: Employees on day work may be called upon at the Employer's discretion to replace a roster employee and will then be paid as follows:-

- (i) for the first seven (7) calendar days:
 - Saturday: time and one half for the first two (2) hours double time thereafter, provided that double time will apply after 12 noon.
 - Sundays: double time
 - Public Holidays: when rostered on - time and one half plus one (1) additional day roster leave to credit;
 - when rostered off - one (1) additional roster day to credit.
 - For any afternoon or night shift other than those covered by paragraph (i) time and one half in addition to the extra allowance provided for in paragraph (g) will apply in respect of any afternoon or night shift excluding an overtime shift.
- (ii) After seven (7) calendar days; in accordance with the provisions in this clause for regular roster employees.
- (j) For the purposes of this clause any shift and/or roster, the major portion of the ordinary hours of which are worked on a Saturday, Sunday or Public Holiday, will be deemed to have been worked on a Saturday, Sunday or Public Holiday, and will be paid as such.
- (k) Crib time to the extent of thirty (30) minutes on each shift will be allowed and paid for as time worked, in addition, one (1) ten (10) minute break subject to the employee being immediately available at the work location according to the exigencies of the work.
- (l) The overtime rates payable for any overtime shift of eight (8) hours worked by employees on shift will be in substitution for and not accumulative upon the rates payable for shift work performed on Saturday, Sunday or Public Holiday.
- (m) Notwithstanding anything prescribed elsewhere in this Award, an employee may be required by the Employer to work on their scheduled leisure day to meet the exigencies of the Employer's service, and in such cases:-
 - (i) will be given a minimum of twenty-four (24) hours notice of the Employer's requirements; and
 - (ii) will be entitled to a substitute leisure day by agreement with the Employer, or as soon as practicable.

Provided further that where it is not possible to give a minimum of twenty-four (24) hours notice an employee may be required to work, and will be paid overtime rates at the rate of time and one half for the first two (2) hours and at double time thereafter.

11.3 Excessive Accruals Of Shiftwork Roster And Additional Leave

- (a) It is accepted that excessive accruals of shiftwork roster and additional leave are not in the best interest of the Employer or employees. By mutual agreement, all accumulations of shiftwork roster and additional leave in excess of the current years maximum entitlement will be paid annually on the first pay period on or after 1 December.
- (b) Entitlements will be paid out at the rate of the pay point most paid in the preceding twelve (12) months or at a rate not less than the employee's substantive rate.
- (c) Salary sacrifice arrangements may be entered into provided there is no excessive administration burden on the organisation (determined by the General Manager, People & Property) and in accordance with the relevant salary sacrifice legislation. Such election must be made prior to the

commencement date of the period of service to which the earnings relate to and is subject to the limitations outlined in 11.3 (a) and (b) above.

12. Other Shiftwork

12.1 General

- (a) Except as provided in Clause 9 (Hours of Work), this subclause will have application to all employees other than those covered by Clause 11 (Regular Shiftwork).
- (b) When on any work other than regular shiftwork and two or more shifts are worked per day, they will be worked during the hours as fixed by the Employer. Each week's work will as far as practicable be arranged on a rotational basis and completed between midnight Sunday and midnight Friday.

12.2 38 Hour Per Week Employees

- (a) Employees who work 38 hours per week, or less than 35 hours per week as prescribed by Clause 9 (Hours of Work), will be subject to the following conditions when two (2) or three (3) shifts are worked:-
 - (i) the two (2) or three (3) shifts shall be of equal duration;
 - (ii) when any one of the shifts is of four (4) hours duration or more, crib time to the extent of thirty (30) minutes on each shift shall be allowed and paid for as time worked.

12.3 35 Hour Per Week Employees

Shifts worked by employees whose ordinary working hours are prescribed by this Award as 35 per week will be of seven (7) hours duration without a paid crib break. Where any day shift commences earlier than 7.00 a.m. such shift will be paid for at ordinary time plus an additional ten (10) percent allowance.

12.4 Part-Time Employees

Shifts worked by part-time employees, whose ordinary working hours will be less than 35 per week, will be in an unbroken shift for the hours so contracted and will be without a paid crib break. Where any part-time employee is required to commence a day shift earlier than 7.00 a.m. such an employee will be paid at ordinary time plus an additional ten (10) per cent allowance for the hours so worked, per day or shift as the case may be.

12.5 Rates

- (a) All time worked on the second (afternoon) or third (night) shifts will be paid for at the following rates:
 - (i) For work carried out at a construction site (not including a recognised office or depot) time and one half.
 - (ii) For work carried out at a recognised office or depot, time and one-quarter.

For the purpose of this subclause "recognised office or depot" will mean all premises occupied by the Employer other than temporary construction site accommodation, erected on a construction site for the exclusive use of a construction workforce.
- (b) All time worked in excess of the ordinary shift hours as herein prescribed will be paid for at the rate of time and one half for the first two (2) hours and double time thereafter.
- (c) All time worked after 12 noon Saturday and on Sundays shall be paid for at the rate of double time.

- (d) All time worked on shift work on Public Holidays will, in addition to the holiday pay prescribed in Clause 17 (Public Holidays & Union Picnic Day) be paid for at the rate of time and one-half, provided that time worked on a holiday in excess of ordinary shift hours will be paid for at the rate of double time and one half.
- (e) An employee required to report for overtime work on a Saturday, Sunday or Public Holiday shall be afforded at least four (4) hours' work or paid for four (4) hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.
- (f) When employees are engaged on any work other than regular shiftwork, where two (2) or more shifts are worked each day, and are continuously employed on any shift terminating between midnight and 8.00 a.m. for more than one (1) shift in excess of the recognised weekly or fortnightly rotation of shifts, they will be paid an additional allowance of five (5) per cent of their salary for each additional shift so worked.
- (g) Notwithstanding anything prescribed elsewhere in this Award, the overtime rates payable for any overtime shift worked by employees on shift, will be in substitution for and not cumulative upon the rates payable for shift work performed on a Saturday, Sunday or Public Holiday.

12.6 Working On Scheduled Leisure Days

- (a) Employees may be required to work on their scheduled rostered day off. In such cases employees will be:-
 - (i) given a minimum of twenty-four (24) hours notice; and
 - (ii) be entitled to a substitute day by agreement, with the Employer or as soon as practicable.
- (b) Where it is not possible to give twenty-four (24) hours notice, and an employee is required to work, they will be paid at the rate of time and one half for the first two (2) hours and double time thereafter.

13. Rest Breaks

- (a) Employees required to continue work after their ceasing time must have a rest period of ten (10) consecutive hours before again starting work. Employees are to be paid for any working time lost.
- (b) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours and finish on the last occasion at a time which does not allow the employee to have a seven (7) hour rest period before their next starting time, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid for any working time lost.
- (c) Employees recalled to work after ceasing time who do not actually work for more than a total of four (4) hours are not entitled to the provisions of (b) above.
- (d) Employees directed to resume or continue work without having their rest period will be paid at time and one half for the first two (2) hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten (10) consecutive hours without loss of pay.
- (e) Rest periods are calculated from the time the employee is absent from work.

14. Overtime

14.1 Eligibility

- (a) Subject to subclauses 9.4 and 9.5 of Clause 9 (Hours of Work), and to the provisions in Clause 11 (Regular Shiftwork) and Clause 12 (Other Shiftwork), overtime will mean all authorised time worked before, after or beyond the usual hours of work, as required.

- (b) Except with the special approval of an authorised employee, the following employees are not entitled to the payment of overtime:
 - (i) Employees classified at pay point 68 and above; or
 - (ii) Employees classified below pay point 68 provided that:
 - (A) the employee agrees that they forego overtime payments pursuant to subclause 14.2; and
 - (B) the employee is paid a margin in lieu of overtime agreed between the Employer and the employee; and
 - (C) the relevant Union is notified five working days before the arrangement is implemented.

14.2 Rate Of Payment

- (a)
 - (i) Monday to Friday - time and one half for the first two (2) hours and double time thereafter.
 - (ii) Saturdays - time and one half for the first two hours (2) and double time thereafter, and all time after 12 noon at double time.
 - (iii) Sundays - double time.
 - (iv) Public Holidays - time and one half in addition to the holiday pay prescribed in Clause 17 (Public Holidays & Union Picnic Day). Provided that the time worked in excess or outside ordinary working hours on Public Holidays shall be paid for at the rate of double time and one half.
- (b) Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four (4) hours, except where such overtime is continuous with overtime commenced on the previous day.
- (c) Where employees are required to work overtime both before and after their usual working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.
- (d) An employee working overtime or working temporary night shift and finishing work at a time when reasonable means of transport is not available, shall be conveyed to their home within a reasonable time.

14.3 Reasonable Overtime

- (a) Subject to paragraph (b) below, an Employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Award.

Overtime payments will not apply to those employees listed as ineligible to receive overtime payments under subclause 14.1(b).
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

15. Called to Work After Hours

- (a) Employees called back to work after the usual ceasing time and before 6.00 a.m. on the next working day will be paid a minimum of four (4) hours at the appropriate overtime rates.
- (b) Any further call outs within the four (4) hour period set by the first call are covered by the initial four (4) hour payment.
- (c) Call outs after the initial four (4) hours are paid at the appropriate overtime rate for the actual time of the call out.
- (d) Payment will be calculated from the time the employees leave home to attend the call out until they return.
- (e) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.
- (f) This clause will not apply to those employees listed as ineligible to receive overtime payments under the Clause 14 (Overtime).

16. Stand-By

16.1 General

It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.

16.2 In Connection With The Sewerage System

- (a) Employees rostered to stand-by at their home will be paid at the following rates:
 - (i) Weeknights (exclusive of Public Holidays) - two (2) hours pay
 - (ii) Saturdays, Sundays and Public Holidays - five (5) hours pay
- (b) Standing by will be deemed to commence from the close of normal work on the previous day and end at the normal starting time on the next working day, except for the period 7.30 am - 5.30 pm on Saturdays, Sundays or Public Holidays.

16.3 Other Than In Connection With The Sewerage System

- (a) Employees rostered to stand by at their home will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - two (2) hours pay
 - (ii) Saturdays, Sundays and public holidays - eight (8) hours pay

- (b) Standing by will be deemed to commence from the close of normal work on the previous day and end at normal starting time on the next working day.

16.4 Payment Of Stand-By

Stand-by time will not be computed as overtime but will be paid at single rates.

16.5 Overtime

Any overtime worked whilst on stand-by will be paid in accordance with the provisions of the Clause 14 (Overtime) and will be in addition to any standing by payment.

PART V - TYPES OF LEAVE AND PUBLIC HOLIDAYS

17. Public Holidays & Union Picnic Day

Subject to the provisions of this Award:-

- (a) Employees are entitled to be absent on full pay for all Public Holidays proclaimed as such for the state of New South Wales or the County of Cumberland (except the first Monday in August).
- (b) Employees will also be entitled to one (1) additional day, which they may elect to take between Christmas Day and New Years Days or the Union Picnic Day.
- (c) The Union Picnic Day will occur on or before the first Monday in November of each year or another date to be approved by the Employer.
- (d) Part-time employees shall be entitled to be absent on full pay on Public Holidays, provided that the Public Holiday falls on a day that the employee is scheduled to work.
- (e) Casual employees are not entitled to the payment of Public Holidays.
- (f) Payment will only be made if the employee is at work for the full day, or on approved absence, on both their scheduled working days immediately before and after the Public Holiday.

Employees will be regarded as having worked when they are on:

recreation leave on full pay;

special short leave;

rostered days off;

study leave;

Trade Union Training leave;

approved sick leave with or without pay;

when the job has been closed by the Employer for reasons other than industrial action; and

leave without pay (provided the Public Holiday falls within the first fourteen (14) calendar days of the leave).

- (g) Public Holidays occurring during periods when an employee is on long service leave shall be counted as part of the long service leave and not as holidays.
- (h) Where a five (5) day week is worked, no payment shall be made for Public Holidays observed on a Saturday.

18. Recreation Leave

18.1 Entitlement

- (a) In accordance with the *Annual Holidays Act, 1944*.
- (b) A casual employee's entitlement to recreation leave is included in their casual loading prescribed in subclause 4.2(d) in Clause 4 (Contract of Employment).
- (c) For the purpose of calculating recreation leave, any period in excess of seven (7) working days during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service, except for employees referred to in subclause (d) below.
- (d) Any employee who is:-
 - (i) an accredited delegate of the Union contained in the Clause 3 (Definitions); or
 - (ii) elected to a Committee of Management or Welfare and Emergency Fund Committee,
 - (iii) a member of a consultative committee,and who takes leave without pay to attend Union business will not lose any rights which accrue under this clause.

18.2 Taking Of Leave

- (a) Recreation leave shall be taken at a time convenient to the Employer.
- (b) Employees shall give at least one (1) month's notice of the date from which the leave is to commence.
- (c) Recreation leave will represent time off work, and in no case shall an employee receive two (2) pays for the same day.
- (d) The Employer may direct an employee to take the balance of their current year's entitlement of recreation leave by the provision of at least (1) one month's notice.

18.3 Payment For Leave

- (a) Employees are entitled to be paid in advance for their period of leave.
- (b) Upon termination, employees will receive the monetary value of their untaken leave balance.
- (c) Recreation leave will be paid at the pay point most paid during the period in which the leave accrued. No employee will receive pay at less than their appointed rate.
- (d) Where an employee has given notice that they require their leave to be paid in advance, and through the fault of the Employer, this has not occurred, the employee will be entitled to:-
 - (i) a maximum of two (2) hours ordinary pay; and
 - (ii) reasonable fares for collecting their pay once leave has commenced.

19. Recreation Leave Loading (for Employees Paid under Schedule B)

19.1 General

- (a) A loading calculated on a maximum of four (4) calendar weeks recreation leave is paid to employees each year and is based on the rate at which the leave is paid.

- (b) The loading is paid on the first occasion during a leave year when an employee is absent for at least two (2) consecutive weeks and when the majority of that absence is recreation leave.
- (c) If an employee does not take such a period of leave during a leave year, the monetary value of the leave loading will be paid in the first pay after 30th November.
- (d) Leave loading is paid only once for a leave year. The full leave loading entitlement is paid on the first occasion it becomes available, even if the full leave entitlement is not taken.
- (e) For the purposes of calculation, a leave year is from 1 December one year to 30th November the next year, and the amount paid will be in respect of leave accrued during the immediately preceding twelve (12) months.
- (f) The maximum monetary amount of leave loading will not exceed the value of the leave loading for pay point 76.
- (g) Loading is not paid:-
 - (i) on resignation; or
 - (ii) where the employee has been dismissed by the Employer for serious misconduct; or
 - (iii) upon the death of an employee; or
 - (iv) in respect of broken periods of service; or
 - (v) to employees regarded as trainees on full time courses at Universities.

19.2 Amount

- (a) The rate of leave loading is 17.5% of up to four (4) calendar weeks recreation leave.
- (b) Employees working:-
 - (i) Three shift continuous 7 day roster (standard) under Clause 11 (Regular Shiftwork) Award - 42.75%.
 - (ii) Two shift continuous 7 days roster (standard) under Clause 11 (Regular Shiftwork) Award - 32.5%.
 - (iii) One shift continuous 7 day roster (standard) under Clause 11 (Regular Shiftwork) Award - 25%.
- (c) Employees working a continuous shift roster other than the standard roster as in (b) above - either three shift continuous 7 day roster, two shift continuous, 7 day roster or one shift continuous 7 day roster - and covered by Clause 11 (Regular Shiftwork) of this Award shall receive the leave loading percentage applicable to the penalties incurred in the four (4) weekly period of absence based on a four (4) week cycle of work.

20. Long Service Leave

20.1 Definitions

- (a) The term "days" shall include all days, excluding Saturdays and Sundays, the employee would have been normally scheduled to work including Public Holidays. Public Holidays occurring during a period of long service leave are to be taken as long service leave.
- (b) The term "service" will mean all service recognised by the Employer.

20.2 Entitlement

(a) Full-time Employees

- (i) Full-time employees receive long service leave after ten (10) years continuous service in accordance with the following scale:

	Leave on full pay	Leave on half pay
After 10 years	44 days	88 days
For each additional 10 years	109 days	218 days

- (ii) After completion of the first ten (10) years of continuous service, long service leave will accrue at the rate of 10.9 days per year. This is accrued on a daily basis.

(b) Part-time employees

Part-time employees receive long service leave on a proportional basis based on the number of hours worked in relation to full-time hours. Part-time employees leave is calculated by the following formula:

$$\text{Full time entitlement to LSL} \times \frac{\text{No of Part time hours}}{\text{No of Full time hours}} = \text{LSL entitlement}$$

(c) Casual Employees

- (i) Casual employees will receive Long Service Leave (LSL) after ten (10) years service subject to the following:

Service must be continuous (minimum of 46 weeks per annum)

Continuous service will be identified by the issue of a Payment Summary in the years worked and where there is a minimum of 520 hours worked per year.

Casual service prior to 9 May 1985 will not count as service for calculating LSL.

- (ii) Casual employees will receive LSL on a proportional basis based on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

$$\frac{\text{Full time entitlement to LSL}}{\text{No of ordinary full time hours of position}} \times \text{No of ordinary casual hours} = \text{LSL entitlement}$$

- (iii) Full-time and part-time employees who have had continuous casual service immediately prior to their full time service will have that continuous service after 9 May 1985 counted for calculating LSL entitlements on a proportional basis, under the formula provided in subclause 20.2(c)(ii).

20.3 Taking Of Leave

- (a) Long service leave shall only be taken at a time convenient to the Employer.
- (b) Employees shall give at least one (1) months notice of the date from which the leave is to commence.

20.4 Accrual Of Leave

- (a) Long service leave is fully accumulative.
- (b) Long service leave accrues whilst employees are on any type of paid leave.

- (c) Any employee who is:-
- (i) an accredited delegate of the Union contained in the Clause 3 (Definitions); or
 - (ii) elected to a Committee of Management or Welfare and Emergency Fund Committee,
- and who takes leave without pay to attend Union business will not lose any rights which accrue under this clause.

20.5 Pro Rata Entitlement

- (a) Employees who have completed between five (5) and ten (10) years continuous service and whose services are terminated in the circumstances set out in (b) below, are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three (3) months leave for fifteen years of service.
- (b) Employees are entitled to payment of a proportional amount of long service leave where their services are terminated:
 - (i) by the Employer for any reason other than serious and wilful misconduct; or
 - (ii) by the employee because of illness, incapacity, domestic or other pressing necessity; or
 - (iii) due to the death of the employee; or
 - (iv) due to work not being available at the pay point to which the employee has been appointed and where the only alternative employment with the Employer is at a lower pay point; or
- (c) Trade employees who have at least five (5) years continuous service on trade work, are entitled to payment of a proportional amount of long service leave where such employees choose to resign rather than accept non-trade work.

20.6 Payment For Leave

Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve months immediately prior to commencing such leave or ceasing duty in the Employer's service, but in any case at no less than the employee's substantive rate at time of taking leave.

21. Sick Leave

21.1 General

Sick leave is provided to employees who are unable to perform their duties because of genuine illness or incapacity. Sick leave should not be construed as a right to more leave.

21.2 Amount Of Leave

- (a) An employee may be granted up to twenty (20) days sick leave on full pay in a sick leave year.
- (b) A sick leave year is the twelve (12) months from 1 December to 30 November.
- (c) If an employee's services are terminated and they are subsequently re-employed in the same calendar year, the amount of sick leave credited to the employee on re-employment for that year will not exceed twenty (20) days or the amount they would have been entitled to had their employment been continuous, whichever is the lesser.
- (d) The unused amount of sick leave will be available in following sick leave years, i.e. sick leave is fully accumulative

21.3 First Year Of Service

- (a) During the first year of service an employee shall be credited with a proportional amount of sick leave based on the date employment commenced. For the first year of service, sick leave will be credited on the following basis:
- (i) if service commences after 30th November and before 1st March
 - twenty (20) days sick leave.
 - (ii) if service commences after last day February and before 1st June
 - fifteen (15) days sick leave.
 - (iii) if service commences after 31st May and before 1st September
 - ten (10) days sick leave.
 - (iv) if service commences after 31st August and before 1st December
 - five (5) days sick leave.

21.4 Part-Time Employees

The amount of sick leave available is at a proportional rate based on the number of hours worked in relation to full-time hours. The amount of sick leave for a part-time employee is calculated by the following formula:

$$\frac{\text{No of Part time hours}}{\text{No of Full time hours}} \times \text{full time entitlement (in hours)} = \text{Sick Leave for part time employee}$$

21.5 Term Employees

Term employees are entitled to sick leave on a pro rata basis.

21.6 Casual Employees

Casual employees are not entitled to sick leave.

21.7 Taking Of Sick Leave

- (a) Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity which has not been caused by their own misconduct.
- (b) Sick leave may be taken as half day leave, or in exceptional circumstances quarter day leave, with the approval of the employee's supervisor.

21.8 Notice Of Illness

- (a) An employee shall notify their supervisor of their inability to attend work due to illness or incapacity as soon as possible and, in any case, within twenty-four (24) hours of the beginning of the absence. The employee must also advise their manager of the estimated length of the absence.

21.9 Provision Of Medical Certificates

- (a) A medical certificate must be supplied to the Employer for an absence of sick leave of four (4) or more consecutive days.

- (b) An employee with less than twelve (12) months' service who is absent on sick leave for any period, may be required by the Employer to submit a medical certificate to the Employer's doctor showing the nature of the illness.
- (c) These provisions do not restrict the Employer from directing employees to provide medical certificates for any period of sick leave.

21.10 Supplement To Workers' Compensation Payments

- (a) An employee shall not be entitled to paid sick leave for any period where they are entitled to full workers' compensation payments.
- (b) Where an employee is not in receipt of full workers' compensation payments and they have sick leave entitlements at the request of the employee, the Employer shall pay to that employee the difference between the workers' compensation payments and full pay. The employee's sick leave entitlements will be reduced by the appropriate amount. When sick leave entitlements have been exhausted, the workers' compensation payments only shall be payable.

21.11 Payment For Sick Leave

- (a) Sick leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.
- (b) Part-time employees will only be paid sick leave for the absences which occur during the hours they were scheduled to work.

21.12 Illness Whilst On Recreation Or Long Service Leave

- (a) Where employees who are eligible for sick leave produce a valid medical certificate that is acceptable to the Employer, stating they were sick whilst on recreation or long service leave, they may be recredited with the recreation or long service leave for the period of illness.
- (b) Any period of illness whilst on recreation leave may be converted to sick leave and the equivalent amount of recreation leave recredited to the employee.
- (c) In the case of long service leave, the illness must be of at least five (5) consecutive working days before the long service leave may be converted to sick leave.
- (d) If an employee takes sick leave whilst on recreation or long service leave, the amount of sick leave taken will be deducted from the employee's sick leave entitlement.
- (e) The Employer's doctor must approve all applications to convert recreation leave or long service leave to sick leave.

21.13 Accident Pay

Refer to the Workers' Compensation Act, 1987.

22. Personal/Carer's Leave

22.1 Use Of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of subclause (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 21 (Sick Leave) for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned persons who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave For Family Purpose

- (a) An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of subclause 22.1(c) who is ill.

22.3 Recreation Leave

- (a) An employee may elect with the consent of the Employer, to take recreation leave not exceeding five days in single day periods of part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to recreation leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and Employer may agree to defer payment of the recreation leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Time Off In Lieu Of Payment For Overtime

- (a) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Award.

22.5 Make-Up Time

- (a) An employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

22.6 Rostered Days Off

- (a) An employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An employee may elect with the consent of the Employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and employee, or subject to reasonable notice by the employee or the Employer.
- (d) This subclause is subject to the Employer informing each Union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.

23. Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to up to three (3) days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of this subclause. An employee, other than a casual employee, shall be entitled to up to five (5) days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph (c) of this subclause, where such employee travels outside of Australia to attend the funeral.
- (b) The employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the Employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of subclause 22.1(c) of Clause 24 (Personal/Carer's Leave), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) 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.

- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of Clause 22 (Personal/Carer's Leave). In determining such a request the Employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

24. Parental Leave

24.1 General

(a) Parental Leave:

For the purposes of this clause, "Parental Leave" includes:

- (i) Unpaid Parental Leave in accordance with the *New South Wales Industrial Relations Act, 1996* which is:

unpaid maternity leave: taken by a female employee in connection with the pregnancy or the birth of a child of the employee.

unpaid paternity leave: taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse.

extended adoption leave: leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 18 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or of the employee's spouse).

- (ii) Paid Maternity Leave in accordance with subclause 24.3 below;
- (iii) Paid Adoption Leave in accordance with subclause 24.4 below; and
- (iv) Partner's Leave in accordance with subclause 24.5 below.

(b) Definitions:

For the purposes of this clause:

- (i) "miscarriage" means the loss of an unborn child during the first twenty (20) weeks of pregnancy.
- (ii) "partner" means a male employee, or female employee who is the non-birthing mother, and shall include the spouse, de facto spouse, or the same-sex partner of the birthing mother or adopting mother/father, who has accepted responsibility for the on-going care of the child concerned.
- (iii) "premature birth" means the birth of a living child prior to the medically certified expected date of birth.
- (iv) "still birth" means a birth whereby the child is born dead and the death occurs after the first twenty (20) weeks of pregnancy
- (v) "usual rate of pay" means the amount paid for an employee's contracted hours
- (vi) "weeks" means calendar weeks.

(c) Notice and Documentation Requirements

- (i) An employee must provide to the Employer the following notice and documentation:

(A) Maternity, Paternity And Partner's Leave

At least 10 weeks written notice of the intention to take leave; and

At least 4 weeks before proceeding on leave give written notice of the dates on which he/she proposes to start and end leave; and

A certificate from a medical practitioner confirming that the employee (or the employee's partner) is pregnant and the expected date of birth; and

A statutory declaration by the employee stating, if applicable, the period of maternity, paternity or partner's leave sought or taken by his / her partner and that the employee is seeking leave to become the primary care giver of the child.

(B) Adoption Leave

At least 10 weeks written notice of the intention to take leave (or where not practicable, as soon as they are aware); and

Within 14 days of the expected date of placement (or where not practicable as soon as they are aware of the date), written notice of their intention to take short adoption leave up to 3 weeks and the expected date of commencement of such leave; and

A statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes; and

A statutory declaration by the employee stating, if applicable, the period of adoption leave sought or taken by his / her partner and that the employee is seeking leave to become the primary care giver of a child.

24.2 Unpaid Parental Leave

(a) Entitlement:

In addition to the provisions of this clause, eligible employees are entitled to unpaid parental leave in accordance with the provisions of the *New South Wales Industrial Relations Act, 1996*, in order to be the primary care giver of the child.

(b) Eligibility:

There is no minimum period of employment to qualify for unpaid parental leave.

(c) Taking of Unpaid Parental Leave:

(i) Where the employee elects to take unpaid parental leave to be the primary care giver, the twelve (12) month parental leave entitlement available after the birth of a child, or from the date of placement of the child in the case of adoption, may be taken as follows:

(A) full-time, for up to a maximum of twelve (12) months, from the child's date of birth or from the date of placement of the child in the case of adoption; or

(B) part-time, up to a maximum of two (2) years, from the child's date of birth or from the date of placement of the child in the case of adoption; or

(C) a combination of full-time and part-time leave, provided that no more than twelve months' (full time equivalent unpaid) maternity leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday, or before the second anniversary of the child being placed in the case of

adoption. The total amount of parental leave will conclude prior to the child's second birthday.

- (ii) An employee may take recreation leave or long service leave to which the employee is entitled, instead of, or in conjunction with, unpaid parental leave. However, the employee's total entitlement to unpaid parental leave is reduced by any paid leave the employee takes on or after the birth of the child, or date of placement of the child in the case of adoption.
 - (iii) Fulltime employees who work staggered work arrangements immediately prior to the taking of parental leave, and who elect to take part time parental leave, are not entitled to RDOs for the period of their parental leave.
 - (iv) Employees who are on a period of unpaid parental leave are not entitled to payment for any public holidays occurring during that time.
- (d) Special Provisions for Female Employees:
- (i) The Employer retains the right to require an employee to commence maternity leave at any time within the six (6) week period before the expected date of birth. In this situation, the Employer must give the employee two (2) weeks' notice.
 - (ii) Employees must take at least six (6) weeks compulsory leave immediately after the birth of the child.
 - (iii) Subject to the consent of their manager and based on the demands of the business, pregnant employees will be allowed staggered starting and finishing times. They will however, be expected to work the normal weekly hours for which they are employed, unless the employee applies to enter into a Flexible Work Arrangement or Flexible Leave Arrangement to minimise a specific risk to the health and safety of the employee or her unborn child, as certified by a qualified medical practitioner.
- (e) Right Of Return To Former Position
- (i) Provided an employee returns to work within twelve (12) calendar months of:
giving birth, or
his/her partner giving birth, or
the date of placement of their child;
he/she will be entitled to return to her former position, including one which is redesigned during the parental leave period.
 - (ii) If the employee's former position has been abolished, the employee shall be transferred to a position at the same level of responsibility and pay and, where practicable, in the former location.
 - (iii) If the former position has been relocated, an employee has a right to return to his/her former position in the new location.
 - (iv) In cases where an employee had been temporarily transferred to a "safe" job during her pregnancy, "former position" will mean the position occupied by the employee before the transfer.

- (f) Sick Leave
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she may elect to take available paid leave (sick, recreation or long service leave) or to take sick leave without pay.
 - (ii) Where an employee not yet on maternity leave suffers illness related to her pregnancy, and she has already exhausted her paid sick leave credits, she may take further unpaid leave for the duration her doctor certifies as necessary. This leave will be known as "special maternity leave".
 - (iii) Sick leave is not available during the unpaid period of maternity leave after the birth.
- (g) Temporary Transfer to a "Safe" Job
- (i) If, because of an illness or risk associated with their pregnancy, an employee cannot carry out the essential duties of their position, the employee will be temporarily transferred to a more suitable position.

The position will be as close as possible in status and pay to the substantive position.
 - (ii) If there is no "safe" job available, the employee may, or the Employer may require the employee to, take leave for the period certified as necessary by a doctor. Such leave is to be treated as maternity leave for these purposes.
- (h) Variation of Parental Leave
- (i) Provided that the total period of parental leave does not exceed the maximum leave available under subclause 24.2(c)(i), the employee may:
 - (A) apply in writing, giving fourteen (14) days notice, to extend the period of maternity leave.

This can only be done once.
 - (B) The period may only be further lengthened by agreement between the employee and the Employer.
 - (ii) The period of parental leave may, with the consent of the manager, be shortened provided that the employee gives fourteen (14) days notice.

24.3 Paid Maternity Leave

- (a) Eligibility:
- (i) Paid maternity leave is available to all permanent and term full time and part time female employees (excluding casuals) who have completed forty (40) weeks' continuous service (as recognised by the Employer) immediately prior to the birth.
 - (ii) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the initial forty (40) weeks continuous service.
- (b) Requalification for Maternity Leave:

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of maternity leave, unless there has been a break in employment where the employee has been re-employed or

re-appointed after resignation, medical retirement or after her services have been otherwise dispensed with.

- (c) Entitlement:
- (i) Eligible full-time employees are entitled to nine (9) weeks' leave on full pay or eighteen (18) weeks leave on half pay.
 - (ii) Eligible part-time employees are entitled to nine (9) weeks leave at their usual rate of pay or eighteen (18) weeks leave on half pay at their usual rate of pay.
- (d) Taking of Paid Leave:
- (i) Paid maternity leave can commence anytime from nine (9) weeks before the expected date of birth, up to the actual date of birth, or in the period following the birth of the child.
 - (ii) Paid maternity leave is not available any earlier than nine (9) weeks before the expected date of birth.
 - (iii) Paid maternity leave must be taken in a continuous block.
 - (iv) Employees who worked staggered work arrangements prior to commencing a period of paid maternity leave do not accumulate RDOs through the period of paid maternity leave.
- (e) Rate of Pay:
- (i) Paid maternity leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.
 - (ii) Full-time employees who complete at least forty (40) weeks' continuous service and then transfer to part-time work arrangements immediately before taking maternity leave will be paid at their full-time rate.
 - (iii) If the period of part-time employment immediately before maternity leave is forty (40) weeks or more, the employee will be paid as a part-time employee, at the pro rata rate. A full forty (40) week period determines the employment status of an employee for the purposes of paid maternity leave entitlements.
 - (iv) Full-time employees who fall pregnant during a period of part-time maternity leave, will be paid their maternity leave at the full-time rate.
- (f) Payment of Paid Maternity Leave:
- Leave can be paid as follows:
- (i) as a lump sum in advance; or
 - (ii) on a normal pay basis at either full pay or half pay; or
 - (iii) in a combination of full and half pay.
- (g) Premature Birth:
- (i) If an employee gives birth prematurely and this occurs before she was to commence her maternity leave, she will be regarded as immediately on maternity leave from the date she takes leave to give birth.

- (h) Miscarriage, Still Birth or Death of New Born
- (i) In the event of a still birth occurring within nine (9) weeks of the expected date of birth, an employee eligible for paid maternity leave will still be entitled to this leave. A medical certificate must be presented.
 - (ii) If the miscarriage or still birth occurs before this time, the employee will be entitled to take sick leave, for the period a doctor recommends as necessary.
 - (iii) Where an employee chooses not to take paid sick leave, she will be entitled to unpaid "special maternity leave" for the period a doctor deems necessary.
 - (iv) If the newborn child dies while the employee is on paid maternity leave, the entitlement remains.
- (i) Effect of Paid Maternity Leave on Leave Accruals:
- (i) Paid maternity leave at full pay will account as service for the purposes of calculating all types of leave entitlements.
 - (ii) Where the employee takes paid maternity leave at half pay, only half of the period of paid maternity leave taken will count as service for the purpose of calculating all types of leave entitlements.
 - (iii) Where the employee is on part-time unpaid maternity leave, only that period the employee is engaged at work will count as service for the purpose of calculating all types of leave entitlements.
 - (iv) Although unpaid maternity leave does not account as service for the purposes of calculating leave entitlements, it will not mean a break in the continuity of an employee's service.
- (j) Effect of Maternity Leave on Public Holidays
- Where Public Holidays occur during the period of paid maternity leave, the employee will be entitled to payment at the rate of maternity leave received; i.e.: Public Holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay are paid at half rate.
- Such payment for a Public Holiday occurring within a period of paid maternity leave will not extend the period of paid or unpaid maternity leave.

24.4 Paid Adoption Leave

- (a) Eligibility:
- (i) Paid adoption leave is available to all permanent and term full time and part time employees (excluding casuals) who have completed forty (40) weeks' continuous service as recognised by the Employer, immediately prior to the child being placed in their care.
 - (ii) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the forty (40) weeks continuous service.
- (b) Re-Qualification for Paid Adoption Leave:
- An employee who has once met the conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of adoption leave, unless there has been a break in employment where the employee has been re-

employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with.

(c) Entitlement:

The following paid adoption leave entitlements are applicable to full-time and part-time employees:

(i) If the child is aged 1-5 years old, the maximum entitlements available are either:

three (3) weeks at their usual rate of pay; or

six (6) weeks at half their usual rate of pay

commencing anytime from three (3) weeks before the date of placement of the child or commencing from the actual date of placement.

(ii) Where the employee is the primary care giver and the child is less than twelve months old, the maximum entitlements available are either:

nine (9) weeks at their usual rate of pay; or

eighteen (18) weeks at half their usual rate of pay

commencing anytime from nine (9) weeks before the date of placement of the child or commencing from the actual date of placement.

(d) Taking of Paid Leave

(i) Paid adoption leave must be taken in a continuous block.

(ii) Employees who worked staggered work arrangements prior to commencing a period of paid adoption leave are not entitled to RDOs.

(e) Rate of Pay

(i) Paid adoption leave shall be paid at the pay point most paid during the twelve (12) months immediately prior to commencing such leave or in any case not less than their substantive rate.

(ii) Further to subclause 24.4(e)(i) above, paid adoption leave shall be paid according to the employee's dominant work pattern in the forty (40) weeks, either on a full-time or part-time basis, immediately prior to commencing such leave.

(f) Payment of Paid Leave

(i) Leave can be paid as follows:

(A) as a lump sum in advance; or

(B) on a normal pay basis at either full pay or half pay; or

(C) in a combination of full and half pay.

(g) Effect of Paid Adoption Leave on Leave Accruals:

(i) Paid adoption leave at full pay will count as service for the purposes of calculating all leave entitlements.

- (ii) Where the employee takes paid adoption leave at half pay, only half the period of paid adoption leave taken will count as service for the purpose of calculating all types of leave entitlements.
 - (iii) Where the employee is on part-time unpaid adoption leave, only that period that the employee is engaged at work will count as service for the purpose of calculating all types of leave entitlements.
 - (iv) Although unpaid adoption leave will not count as service for the purposes of calculating any leave entitlements, it will not mean a break in the continuity of an employee's service.
- (h) Effect of Adoption Leave on Public Holidays

Where Public Holidays occur during the period of paid adoption leave, the employee will be entitled to payment at the rate of adoption leave received; i.e.: Public Holidays occurring in a period of full pay adoption leave are paid at full rate and those occurring during a period of half pay are paid at half rate.

Such payment for a Public Holiday occurring within a period of paid adoption leave will not extend the period of paid or unpaid adoption leave.

- (i) Special Leave:

Special leave may be granted to an employee for the purposes of attending any compulsory interviews necessary during the adoption process.

Appropriate documentation will need to be provided to certify that the absence is for this purpose.

24.5 Partner's Leave

- (a) General

In addition to the provisions of 24.1 above, an employee may be entitled to the provisions of partner's leave as contained within. Partner's Leave includes paternity leave as defined in the *New South Wales Industrial Relations Act, 1996*.

- (b) Entitlement:

An employee who is a partner as defined above, is entitled to short or extended Partners' Leave in the same terms as is provided for paternity leave in the *New South Wales Industrial Relations Act, 1996*.

- (c) Premature Birth

In the event that an eligible employee's partner gives birth prematurely, the employee will be able to commence his or her partner's leave from an earlier date.

- (d) Still Birth

A partner is entitled to up to one (1) week's unpaid partner's leave in the event of a still birth occurring during the period nine (9) weeks before his or her partner's expected date of birth.

25. Trade Union Training Leave

Employees may be granted leave to attend ACTU approved training courses or seminars conducted by a Union that is a party to this Award.

25.1 Entitlement

(a) Full-time Employees

- (i) Full-time employees may be granted up to twelve (12) days leave on full pay in a two (2) year period to attend training courses or seminars outlined above.
- (ii) Further leave, on a without pay basis, of fifteen (15) days in any one (1) year period, may be granted where the trade Union course is acceptable to both the Employer and the Union.

(b) Part-time Employees

- (i) Part-time employees may be granted a proportional amount of this leave to attend training courses and seminars outlined above.
- (ii) The maximum amount of leave on full pay available in a two (2) year period is based on the number of part-time hours in relation to the number of full-time hours and calculated by the following formula:

$$\frac{\text{No of part time hours}}{\text{No of full time hours}} \times 12 = \text{maximum amount of leave in a two (2) year period}$$

- (iii) Further leave, on a without pay basis, may be granted on a proportional basis, where the trade Union course is acceptable to both the Employer and the Union. The amount of extra leave available will be calculated by the following formula:

$$\frac{\text{No of part time hours}}{\text{No of full time hours}} \times 15 = \text{amount of leave without pay}$$

(c) Term Employees

Term employees receive this leave (not accruable) on a pro rata basis.

(d) Casual Employees

Casual employees are not entitled to this leave.

25.2 General

- (a) The two (2) year and one (1) year periods will be the time immediately preceding the commencement date of the leave requested.
- (b) This leave (including leave without pay) will count as service for all purposes.
- (c) The amount of leave requested can include reasonable travelling time required during working hours to attend the course or seminar.
- (d) Employees identified in Clause 50(a) (Delegate's Rights and Obligations) will be granted up to four (4) days paid leave in a two (2) year period to attend the annual Union conference. Any leave granted will be deducted from the employee's entitlement to Trade Union Training Leave.
- (e) This leave shall not accrue beyond the specified two (2) year period.

25.3 Taking Of Leave

- (a) Leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief staff.

- (b) An application must be supported by a statement from the relevant Union that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

25.4 Payment For Leave

- (a) Employees will be paid for their leave at their pay point most paid during the twelve (12) months immediately prior to taking the leave but in any case a rate no less than the employees substantive rate at the time of taking leave. Payment will not include shift allowance, penalty rates or overtime.
- (b) Expenses associated with attending a course or seminar (eg fares, accommodation, meals, etc.) will be met by the employee.

26. Special Leaves

26.1 Special Short Leave

- (a) Special short leave on full pay is provided to employees who are absent because of an urgent and unforeseen personal emergency other than an illness in the family.
- (b) Employees may be entitled to two (2) days paid leave for any one occurrence.
- (c) Leave will generally be limited to one (1) day unless it is not possible for the employee to make satisfactory arrangements in that time.

26.2 Emergency Services Leave

- (a) Fire fighting
 - (i) An employee who undertakes fire fighting duties during an emergency in terms of section 44 of the *Rural Fires Act, 1997*, may be granted leave on full pay for the time they are absent for work on emergency fire fighting duties.
 - (ii) An employee who is a unpaid volunteer member of a local Fire Brigade or Rural Fire Brigade, may be granted leave on full pay up to a maximum of five (5) days per annum. This leave is to cover necessary absences from duty when the employee is called upon to fight fires during their normal working hours.

- (b) Emergency Operations

An employee who volunteers to assist the State Emergency Services, New South Wales Police or Rural Fire brigades during emergency operations that is declared as a State of Emergency of New South Wales, is to be granted leave on full pay whilst engaged in these activities during normal working hours. The employee must be released from duty for this purpose by an authorised employee. Where an employee remains on emergency duty for several days, and the headquarters to which they are attached operates on a twenty-four (24) hour a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to work.

- (c) Certificates of Attendance

Applications for leave for fire fighting and emergency operations must be supported by evidence of participation with the relevant emergency service authority. Applications for rest periods must also be supported.

(d) Emergency Services Courses

Employees selected to attend courses, training or lectures nominated by the Director State Emergency Services Controllers are to be granted special leave on full pay for the time they are necessarily absent from duty.

26.3 National Aboriginal And Torres Strait Islander Day

Subject to Employer's convenience, Aboriginal and Torres Strait Islander employees may be granted up to one (1) day's special leave per annum to participate in National Aboriginal and Torres Strait Islander Day celebrations.

26.4 Naturalisation Ceremonies

An employee who desires to be naturalised may be granted special leave for the minimum time necessary to enable them to prepare for and attend the ceremony.

26.5 Employees Holding Office In Local Government

- (a) Employees who hold the Office of Mayor may be granted up to ten (10) days paid leave per year.
- (b) Employees holding office in local government (other than mentioned above) may be granted up to two and one half (2½) days leave in each twelve (12) month period; or upon completion of twelve (12) months service, five (5) days leave in any two (2) year period.
- (c) This leave is to be used for the purposes of attending meeting and conferences, etc, or performing other council duties which require the employee to be absent from work.
- (d) If the special leave entitlement outlined above is insufficient, the employees may be granted leave of absence on the basis of time being made up, leave without pay or the deduction from other leave due.

26.6 English Language Tuition Leave

- (a) The Employer shall grant employees, of non-English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend English language classes conducted by the Employer or any other recognised authority.

For the purpose of this paragraph "other recognised authority" shall include the Adult Migrant Education Service.

- (b) The type, duration and extent of such courses shall be as developed in consultation with the Adult Migration Education Service or other recognised authority.

26.7 Blood Donor's Leave

- (a) Employees who volunteer to donate blood on working days shall be allowed leave with pay to attend the Blood Bank.
- (b) Employees will be allowed leave with pay to cover reasonable travelling time to and from the Blood Bank plus one (1) hour.
- (c) Proof of attendance shall be supplied to an authorised employee.

26.8 Payment For Leave

Employees will be paid for the above leave at their pay point most paid for the twelve (12) months immediately prior to taking the leave, but in any case at a rate no less than the employee's substantive rate at the time of taking leave.

27. Military Leave

27.1 Entitlement

Employees with a minimum of six (6) months' continuous service who are members of the Naval, Military or Air Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:

- (a) In respect of annual training where the employee is a member of the:

Naval Forces	-	thirteen (13) Calendar days on full pay per year
Military Forces	-	fourteen (14) Calendar days on full pay per year
Air Forces	-	sixteen (16) Calendar days on full pay per year

Plus If Required

- (b) In respect of attendance at a school, class or course of instruction where the employee is a member of the:

Naval Forces	-	another thirteen (13) Calendar days on full pay per year
Military Forces	-	another fourteen (14) Calendar days on full pay per year
Air Forces	-	another sixteen (16) Calendar days on full pay per year

Plus

- (c) In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in paragraphs (a) and (b) of this subclause, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.
- (d) The terms "Annual Training", "School, Class or Course of Instruction" and "Obligatory Training" shall be regarded as synonymous for the purpose of determining a employee's entitlement to paid leave.

27.2 Medical Examinations

Employees required to attend medical examinations and tests for acceptance as part-time members of the Defence Force Reserves during working hours, may be granted up to one day's Special Short Leave for the time necessary, subject to production of evidence.

27.3 General

- (a) If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (eg. recreation leave or leave without pay).
- (b) Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.
- (c) For the purpose of this clause, the year shall be from the 1st December in one year to 30th November of the following year.

28. Jury Service Leave

28.1 Entitlement

- (a) Employees (other than casual employees) shall be granted special leave on full pay to attend court for jury service upon notification to an authorised employee. Full-time employees and part-time employees will be granted special leave for jury service if they are required on a day(s) they are scheduled to work.
- (b) The amount of leave is dependant upon the length of the case.
- (c) To be granted special leave on full pay, an employee must fulfil the following requirements:-
 - (i) the jury service must fall at a time when the employee would otherwise be on duty;
 - (ii) the employee must not accept jury fees (except travelling and out-of-pocket allowances) for the period of special leave; and
 - (iii) the employee must provide a certificate from the Sheriff or Registrar of the Court certifying that there has been no payment for jury fees; or
 - (iv) the employee must repay to the Employer all fees received, other than travelling and out-of-pocket allowances.
- (d) Special leave for jury service is not available if:-
 - (i) the jury service falls during a period of approved absence such as recreation leave, long service leave, roster days, etc.; or
 - (ii) an application for special leave is lodged without the Sheriff's or Registrar's certificate as to non-payment of fees or the fees have not been repaid to the Employer.

28.2 Payment For Leave

Employees will be paid at their pay point most paid for the twelve (12) months immediately prior to taking the leave, but in any case at a rate no less than the employee's substantive rate at the time of taking leave.

28.3 Acceptance Of Fees For Jury Service

- (a) An employee cannot accept fees for jury service if they have been granted special leave.
- (b) The Sheriff's Office or the Registrar of the Court will provide a certificate stating the employee did not accept fees. The employee must supply this certificate to an authorised employee on their return to work.
- (c) If the employee is granted special leave and accepted fees, those fees must be repaid to the Employer on the employee's return to work.
- (d) The fees may be retained by the employee if they elect to take recreation leave, roster days etc. for the period of jury service instead of special leave.

PART VI - ALLOWANCES, REIMBURSEMENTS AND FACILITIES

29. Fares

29.1 Definitions

- (a) For the purpose of this clause:
- (i) "Recognised office or depot" will mean all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce.
 - (ii) "Sent temporarily to work away" will mean where employees are required to report to a work location other than their recognised office or depot for a specified period which does not contemplate a permanent placement.
 - (iii) "Follow-the-job" will mean where employees:
 - do not have a recognised office or depot;
 - are required to work at a place other than a recognised office or depot; and
 - the Employer does not provide transport.
 - (iv) "Home" shall mean the place to which the employee returns and sleeps each night whilst employed on a particular job to and from which they are required to travel.

29.2 Entitlement

- (a) Employees who go regularly to work at a recognised office or depot will bear the cost of travelling to and from their work.

29.3 Follow-The-Job

- (a) Employees who follow the job as defined, will be reimbursed fares between home and place of work as follows:
- (i) fares actually incurred in using public transport; or
 - (ii) where an employee does not use public transport they will receive an allowance equal to the fares they would have paid if public transport had been used.
- (b)
- (i) Where employees follow the job as defined and the Employer is satisfied that public transport is not available and the employee is not provided with transport by the Employer and is required to drive their own vehicle, payment in accordance with the following scale will be made:

Where the employee's home is:	Allowance for the return journey \$
More than 3 but not more than 10 km	3.92
More than 10 but not more than 20 km	8.04
More than 20 but not more than 30 km	12.08
More than 30 but not more than 40 km	16.11
More than 40 but not more than 50 km	20.03
More than 50 but not more than 60 km	24.07
Over 60 km	28.09

- (ii) The route the employee is to travel will be determined by the Employer and distances calculated will only be in respect of any journey, or part of that journey, that is within the Sydney Water area of operations.
- (iii) Fares will not be payable in the following instances;
 - (A) Employees covered by Clause 40 (Travelling Expenses on Journeys Extending Over One Day).
 - (B) Employees receiving payment under subclause 29.4 below, Clause 30 (Fares & Travelling Time - Electrical Tradespeople), or Clause 31 (Fares & Travelling Time - Mechanical Tradespeople).

29.4 Use Of Private Motor Vehicle

- (a) Tradespeople (other than employees of the Field Operations business and all electrical and mechanical tradespeople engaged on installation work) and their assistants are entitled to a Motor Vehicle allowance of sixty-two (62) cents per kilometre where:-
 - (i) the Employer is satisfied that public transport is not available or is impracticable or inappropriate to use; and
 - (ii) they are required by the Employer to drive their own vehicles for travelling to and from their home to field work locations.
- (b) When calculating the amount payable, the distance between the employee's home and recognised depot and return will be deducted from the kilometres travelled. This subclause will not apply to employees who were in the employment of the Employer as at 26 June 1994.
- (c) Employees are not entitled to the motor vehicle allowance:-
 - (i) if they are in receipt of payments in accordance with the fares provisions above; or
 - (ii) if they are covered by the camping and overnight journeys provisions; or
 - (iii) if they have been provided with a Employer vehicle.

29.5 Sent Temporarily To Work Away

- (a) Employees temporarily sent to work away from their recognised office or depot and not required to report to such office or depot before commencing or ceasing work will be reimbursed the difference between the cost of a ticket to their recognised office or depot and any additional out-of-pocket daily fares incurred.
- (b) Employees required to travel away from their recognised office or depot and return again during the course of their duties will be reimbursed any necessary out-of-pocket expenses incurred.

30. Fares & Travelling Time - Electrical Tradespeople

30.1 Entitlement

- (a) Electrical tradespeople who are required to drive a vehicle provided by the Employer, and start and finish in the field within a defined geographical area, will be paid a travelling time allowance of \$71.28 per week or \$14.24 per day as provided in subclause 30.2 below.
- (b) Electrical tradespeople engaged on installation work who are required to;
 - (i) work within a 50km radius of the Sydney GPO (or where appropriate the Central Post Office of the nearest regional centre), and

- (ii) change geographic areas frequently to meet the needs of the job, and
- (iii) are required to start and finish at field work locations at usual starting and finishing times, and
- (iv) are required to drive a vehicle provided by the Employer

will be paid a travelling time allowance of \$118.80 per week or \$23.75 per day as provided in subclause 30.2 below.

In addition to the allowance provided in paragraph (b), electrical tradespeople engaged on installation work who are required to start and/or finish on a job outside the 50km radius at usual starting or finishing times will be paid for all travelling time in excess of one and a half (1 1/2) hours for each journey to and from the job to their usual place of residence. Payment will be made at single time rates.

- (c) Electrical tradespeople who are required to start and finish at field work locations and who are required to drive their own private vehicle will be paid a fares and travelling allowance in accordance with the following scale:

One Way Journey	
Up to 25km	\$86.34 per week or \$17.26 per day
26km to 40km	\$115.13 per week or \$23.02 per day
41km to 55km	\$143.91 per week or \$28.77 per day
56km and over	\$179.88 per week or \$35.97 per day

The above allowance will be paid as provided in subclause 30.2 below.

30.2 Application

- (a) The allowances provided within this clause are to be paid as a weekly allowance (covering seven (7) days) except:
 - (i) Where an employee is absent from work for more than one (1) day in any week (excluding weekends and public holidays) or
 - (ii) Where in any week the employee is on Recreation Leave, Long Service Leave or Unpaid Leave.
- (b) Where the weekly allowance is not payable under paragraph (a) above payment will revert to the daily allowance and will only be paid for days worked up to a maximum amount equal to the weekly allowance.
- (c) The daily allowance is not payable on days where the only work performed is as a result of a call-out and the employee is paid overtime from the time the employee leaves home to attend the call-out until they return home in accordance with Clause 15 (d) (Called to Work After Hours).

31. Fares & Travelling Time - Mechanical Tradespeople

31.1 Entitlement

- (a) Mechanical tradespeople engaged on installation work who are required to:
 - (i) Work within a 50km radius of the Sydney GPO (or where appropriate the Central Post Office of the nearest regional centre); and
 - (ii) Change geographic areas frequently to meet the needs of the job; and
 - (iii) Start and finish at field work locations at usual starting and finishing times; and

- (iv) Drive a vehicle provided by the Employer;

will be paid a travelling time allowance of \$118.80 per week or \$23.75 per day as provided in subclause 31.2 below.

In addition to the allowance provided above, mechanical tradespeople engaged on installation work who are required to start and/or finish on a job outside the 50km radius at usual starting or finishing times will be paid for all travelling time in excess of one and a half (1 ½) hours for each journey to and from the job to their usual place of residence. Payment will be made at single time rates.

- (b) Mechanical tradespeople engaged on installation work who are required to start and finish at field work locations and who are required to drive their own private vehicle will be paid a fares and travelling allowance in accordance with the following scale:

One Way Journey	
Up to 25km	\$86.34 per week or \$17.26 per day
26km to 40km	\$115.13 per week or \$23.02 per day
41km to 55km	\$143.91 per week or \$28.77 per day
56km and over	\$179.88 per week or \$35.97 per day

The above allowance will be paid as provided in subclause 31.2 below.

31.2 Application

- (a) The allowances provided within this clause are to be paid as a weekly allowance (covering seven (7) days) except:
- (i) where an employee is absent from work for more than one day in any week (excluding weekends and public holidays); or
 - (ii) where in any week the employee is on Recreation Leave, Long Service Leave or Unpaid Leave.
- (b) Where the weekly allowance is not payable under paragraph (a) above payment will revert to the daily allowance and will only be paid for days worked up to a maximum amount equal to the weekly allowance.
- (c) The daily allowance is not payable on days where the only work performed is as a result of a call-out and the employee is paid overtime from the time the employees leaves home to attend the call-out until they return home in accordance with Clause 15 (d) (Called to Work After Hours) of this Award.

32. Travelling Time

32.1 Definitions

For the purpose of this clause:

- (a) "Recognised office or depot" will mean all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce.
- (b) "District" or "Regions" will mean geographical or operational boundaries determined by the Employer from time to time.
- (c) "Sent temporarily to work away" will mean where employees are required to report to another work location for a specified period which does not contemplate a permanent placement.

32.2 Entitlement

- (a) Payment at single rates will be made for all travelling time in excess of one (1) journey to and from work on a working day and outside the employee's usual working hours.
- (b) Employees sent temporarily to work away from their recognised office, depot, district or region and required to travel outside ordinary hours, will be entitled to payment for:
 - (i) the time occupied in travelling to and from the job in excess of one (1) hour for each journey; or
 - (ii) travelling time in excess of the time normally spent in travelling between their home and recognised office, depot, district or region if the normal journey is in excess of one (1) hour each way.

Payment will be made at single time rates.

- (c) An employee will not be considered to have a recognised office, depot, district or region unless specifically attached thereto for a period of one (1) month.
- (d) Travelling time under this clause will not apply to an employee in receipt of expenses or payments as provided in Clause 40 (Travelling Expenses on Journeys Extending Over One Day).
- (e) Employees whose ordinary hours of work are 38 hours per week and who are required to drive Employer's vehicles will be paid ordinary rates for all time in excess of one (1) hour for each journey outside normal working hours other than journeys between their homes and recognised office, depot, district or region as the case may be and return. Such payments will not count towards the calculation and payment of overtime or for payment of meals.
- (f) Travelling Time under this clause will not apply to electrical tradespeople paid in accordance with Clause 30 (Fares and Travelling Time - Electrical Tradesperson) and mechanical tradespeople engaged on installation work paid in accordance with Clause 31 (Fares and Travelling Time - Mechanical Tradespeople).

33. Meal Allowances

An employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:

- (a) On completion of:-
 - (i) One and one half hours work after the employee's usual ceasing time, Monday to Friday inclusive \$23.17
 - For each further four (4) hours worked \$4.89
 - (ii) Not less than three hours on a Saturday, Sunday or Public Holiday, extending beyond 1.00 p.m. or 6.00 p.m. \$23.17
 - For each further four (4) hours worked \$4.89
- (b)

When required to commence duty at or before 6.00 a.m. Monday-Friday inclusive, which time is at least one hour before their usual starting time	\$12.09
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This shall not apply to employees whose hours have been varied in accordance with Clause 9 (Hours of Work).

- (c) When recalled to work after their usual ceasing time:-
- | | | |
|-------|---|---------|
| (i) | Monday to Sunday inclusive upon the completion of the first four hours of overtime worked | \$23.17 |
| (ii) | For each further four (4) hours worked | \$4.89 |
| (iii) | Except as provided in (i) and (ii) above and works a minimum of three (3) hours overtime which extends beyond 7.00 am | \$12.09 |

This allowance will not be paid where the employee is in receipt of payments under Clause 40 (Travelling Expenses on Journeys Extending Over One Day).

34. First Aid Allowance

- (a) Previous wages employees who hold a first aid certificate and are nominated by the Employer to carry out first aid duties will be paid an allowance of \$2.07 per day in addition to their ordinary rate of pay.
- (b) This allowance shall not be paid during periods of leave or on Public Holidays or where the job contemplates the need for a first aid certificate.

35. Removal Expenses

- (a) An employee required by the Employer to live in a specified locality, who is subsequently transferred to another locality, shall be entitled to reasonable removal expenses, unless such transfer is on account of misconduct.
- (b) The employee must obtain three quotations of the cost of removal, and will be reimbursed on the basis of the lowest quotation.

36. Sauna Bathing Allowance

- (a) Any employee who comes into contact with sewage to the extent that it attaches to their clothing and person, shall be entitled to a sauna bathing allowance calculated as below, provided that such allowance shall not be payable when the Employer provides sauna bathing facilities of an approved design:
- | | | |
|------|---|-----------------|
| (i) | Where contact as defined is on a regular basis, i.e. three (3) days or more per week | \$6.18 per week |
| (ii) | Where contact as defined is on an irregular basis, i.e. less than three (3) days per week | \$2.97 per week |

37. Vehicle Equipment Allowances

Employees, other than designated motor transport drivers (Tankering Service) within Civil Maintenance, Water Services Division, driving vehicles:-

- (a) with single axle semi-trailer, float, jinker or trailer attached will be paid \$5.10 per day extra;
- (b) with dual axle semi-trailer, low loader, float, jinker or dog trailer (i.e. fully drawn trailer wholly supported on its own four wheels, such as certain compressors, etc) attached will be paid \$6.78 per day extra;
- (c) with a semi-trailer, low loader, float or jinker fitted with more than 2 axles attached will be paid \$7.95 per day extra.

38. Garage Allowance

- (a) An employee required to drive and garage a Employer's car will be paid an allowance at the rate of \$5.87 per week in addition to their ordinary pay.
- (b) Where the amount of rental actually exceeds the prescribed allowance, the excess expenditure will be paid to the employee and where the Employer is satisfied that:-
- (i) the rental is fair and reasonable;
 - (ii) that the garage is suitable for the purpose of garaging the car; and
 - (iii) that no other suitable garage is available at a lower rental.

39. Telephone Allowance

- (a) Subject to subclauses (d) and (e), where an employee volunteers to be on a list, and is placed on a list, for availability for telephone contact in relation to Clause 15 (Called to Work After Hours), the Employer shall pay the employee an allowance of \$1.00 per day.
- (b) The Employer will set the limit on the number of employees required for the list provided for in subclause (a). This limit will vary based on business needs. Where there are more volunteers than needed the Employer will negotiate a method of fair distribution with the Union(s) for employees, with suitable skills, to be included.
- (c) The Employer will not contact an employee in relation to Clause 15 (Called to Work After Hours) when an appropriately skilled employee, rostered on stand by and entitled to a payment as provided for in Clause 16 (Stand-By), is suitable and available to respond, within the Employers defined reactive response times, to being called back to work after hours.
- (d) The allowance provided for in subclause (a) is not payable when the Employee is entitled to a payment under Clause 16 (Stand-By).
- (e) The allowance provided for in subclause (a) is not payable on days when the employee is clearing any form of leave provided for in this Award or the policy of the Employer, including but not limited to Annual Leave, Long Service Leave, Sick Leave and Carer's Leave.
- (f) Where an employee is required by the Employer to have a fixed line telephone for the purposes of subclause (a) at their place of residence, they shall have the cost of rental, and if necessary the cost of installation, paid by the Employer.
- (g) Work related telephone calls will be reimbursed by the Employer.

40. Travelling Expenses on Journeys Extending Over One Day**40.1 Accommodation And Meals Not Provided**

- (a) Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid the following:

Capital Cities - Including Newcastle		In Other Than Capital Cities	
Per day of 24 hours	Per hour up to 15 hours	Per day of 24 hours	Per hour up to 15 hours
\$201.56	\$13.41	\$143.51	\$9.56

- (b) This allowance covers the cost of accommodation and breakfast, lunch and evening meal.

- (c) The amount payable is based on the time the employee leaves their place of work or home, whichever is the latter, to the time they return to either their place of work or home, whichever is the earlier.
- (d) Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee shall be reimbursed the actual excess cost.

The Employer reserves the right to have regard to the standard of accommodation used and available in the area, and to the approval of upper limits of the cost of breakfast, lunch and evening meals where receipts are provided.

40.2 Accommodation And Meals Provided

Where the Employer provides an employee with accommodation and meals:

- (a) the allowance in subclause 40.1(a) shall not apply.
- (b) the employee shall be paid the following allowance:
 - (i) stays in capital cities - \$8.40 per day or part thereof
 - (ii) stays elsewhere - \$10.53 per day or part thereof.
- (c) the employee shall be paid the relevant hourly rate set out in subclause 40.1(a) for the time spent travelling on the forward and return journey outside their scheduled hours.

40.3 Accommodation But No Meals Provided

Where the Employer provides the employee with accommodation but not meals:

- (a) the allowance in subclause 40.1(a) shall not apply.
- (b) the employee shall be paid an allowance of \$53.95 per day to buy breakfast, lunch and dinner.
- (c) the employee shall be paid the relevant hourly rate set out in subclause 40.1(a) for the time spent travelling on the forward and return journey outside their scheduled hours.

40.4 Transport

The Employer shall pay the cost of transport or provide transport.

40.5 General

- (a) Where an employee is required to work beyond their normal hours overtime may be claimed.
- (b) Employees receiving payments under this clause are not entitled to meal allowances.

41. Out of Pocket Expenses

- (a) Where an employee is required by the Employer to spend their own money they will be entitled to reimbursement. The expense must be approved by an authorised employee as a necessary work related expense.
- (b) Employees will be reimbursed within twenty (24) hours of lodgement of their claim.
- (c) The reimbursement is subject to the provision, amendments and rulings of the *Income Tax Assessment Act*.

42. Tools and Equipment to Be Supplied By the Employer

- (a) All tools will be supplied to employees other than tradespeople, and must be returned.
- (b) The Employer will continue to provide such tools of trade as were customarily provided at the time of making this Award including for the use of tradespeople all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers snips used in the cutting of stainless steel, money metal and similar hard metals.
- (c) For tools not customarily provided by the Employer at the date of this Award but which are ordinarily required by the employees for the performance of their duties and are supplied by the employees, an allowance as determined by the Employer from time to time will be paid, subject to the employees maintaining an adequate kit of tools.
- (d) On each site, workshop and at all other places where employees are employed, that is, permanent depots, caravans, moveable amenities sheds and vehicles designated as personnel carriers, the Employer will provide and continuously maintain at a place or places accessible to all employees, a fully equipped first aid outfit.
- (e) Replacement of Lost Tools - Where an employee has lost tools due to theft or destruction by fire whilst the tools are stored on the job they will be provided on a personal basis with replacement tools of similar quality at the Employer's expenses.
- (f) Where the Employer requires an employee to wear spectacles with toughened glass lenses, the cost of the toughening process will be paid for by the Employer.

43. Protective Clothing, Workwear and Uniforms

43.1 Issue:

- (a) The Employer shall provide uniforms and work wear to employees where appropriate, depending on the nature of work, and to a pre-determined value or issue.
- (b) The Employer shall provide protective clothing and equipment which is required for employees to undertake their work safely where a hazard cannot be eliminated and there is a foreseeable risk of injury or damage to property, or where required by law.

43.2 Replacement:

New protective clothing, work wear and uniforms shall be issued as necessary to replace items which have deteriorated by normal wear and tear, in accordance with the Uniform and Work Wear Policy, dated 12 October 2004.

43.3 Responsibilities:

- (a) It is a condition of employment that employees must use and wear the uniforms, work wear and/or protective clothing that are issued to them by the Employer.
- (b) Each employee shall be responsible for the proper care and laundering of uniforms, work wear, and protective clothing issued to them.
- (c) Employees are not permitted to use uniforms, work wear and protective clothing or equipment which is provided by the Employer for any other purposes other than while engaged by the Employer.

44. Meal and Change Shed

- (a) The Employer will provide change sheds, including all suitable conveniences, tables, seats, etc to be used exclusively for such purposes, together with pure drinking water and boiling water at meal times,

and for morning and afternoon tea breaks, and sanitary accommodation for its employees. All drinking water shall be stored in a covered receptacle with a tap attached to prevent pollution.

- (b) Where employees are employed handling large quantities of coal, cement, dirty machinery, etc provision will be made for washing with hot and cold water. Soap or cleansing paste and toilet paper shall be supplied by the Employer.

45. Renewal of Drivers' Licences

- (a) Drivers' licences issued by the Roads and Traffic Authority will be renewed at the Employer's expense for employees who are required by the Employer to regularly drive motor cars, motor lorries and/or plant as part of their normal duties, and which require the possession of such a licence.
- (b) Regular for the purpose of this clause will be held to be three (3) days per week on a week-by-week basis. Employees responsible for authorisation of drivers' licence claims will need to ensure themselves that the claimant will, on average, be driving three (3) days per week.

46. Fire Fighting Allowance

An employee engaged in fire fighting on behalf of the Employer shall be paid an allowance of \$1.30 per hour, whilst so engaged, in addition to their substantive rate.

PART VII - WORK PRACTICES

47. Piece Work

Piece work will not be permitted on any site or business area covered by this Award unless agreement is reached between the Employer and employee representatives to the terms and conditions.

48. Health and Safety of Employees

- (a) It is a condition of employment that all employees must use or wear such safety protective equipment issued by the Employer.
- (b) Employees will be given safety instructions and training in respect of any work they are required to perform and will be paid as if at work during such instruction and training.
- (c) A notice will be displayed where the first aid chest is normally kept, listing the name(s) of qualified first aider(s).
- (d) The Employer will comply with the *New South Wales Occupational Health and Safety Act, 2000* and Regulations and Codes of Practice as amended from time to time.
- (e) Employees have a responsibility to comply with agreed safe systems of work and for reporting any new hazards identified in the course of their activities.
- (f) All employees have the authority to make a decision to proceed or not proceed with a work activity based on a valid documented risk assessment and a responsibility to consult their manager on such decisions.

49. Flexible Work Practices

49.1 General

- (a) Employees (excluding casuals) may at their instigation enter into a Flexible Work or Flexible Leave Arrangement with the agreement of their manager. The Employer will not unreasonably withhold agreement to an employee's request for a Flexible Work or Flexible Leave Arrangement, in line with operational requirements. A Flexible Work or Flexible Leave Arrangement cannot be imposed by an employee's manager.

- (b) Flexible Work or Flexible Leave Arrangements referred to in this clause may include, but not be limited to:
- Part-time work
 - Home Based work
 - Job Sharing
 - Leave without Pay
 - Career Break Schemes
 - Flexible Working Hours
- (c) The details of the Flexible Work or Flexible Leave Arrangement must be in writing and signed by the employee and their manager. The terms of the Flexible Work or Flexible Leave Arrangement may be varied by mutual agreement or terminated by the employee or their manager. Where an arrangement is initiated or terminated the employee and their manager must determine how the transition from any existing arrangements is to occur.

49.2 Flexible Working Hours

- (a) Employee's ordinary working hours under a Flexible Work Arrangement are not restricted by the Ordinary Working Hours provision of the Award or by any prescribed minimum or maximum daily hours provisions. Work in accordance with an agreed Flexible Work Arrangement will not attract overtime or other penalty payments or loadings.
- (b) In the case of employees who work 35 hours per week the average hours to be worked under a Flexible Work Arrangement will not exceed an average of 35 hours per week in a twelve (12) week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than twelve (12) weeks.
- (c) In the case of employees who work 38 hours per week the average hours to be worked under a Flexible Work Arrangement will not exceed an average of 38 hours per week in a twelve (12) week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than twelve (12) weeks.
- (d) In the case of full time employees, hours worked in excess of the employees agreed Flexible Work Arrangement will be paid in accordance with Clause 14 (Overtime).
- (e) Where an employee's Flexible Work Arrangement provides for daily hours other than those which are prescribed under the Award, any leave taken on such days will be debited on an hourly equivalent basis to reflect actual time taken off work.
- (f) Employees working under a Flexible Work Arrangement do not have access to other existing provisions relating to rostered time off work.
- (g) No employee's weekly hours of work will change simply as a result of the introduction of a Flexible Work Arrangement except those who initiate or cease working part time work at the time of entering such arrangements.
- (h) Part time employees have access to the Flexible Work Arrangement provisions. Part time employees will be entitled to overtime if the hours worked exceed the full time ordinary hours for the position and they are required to work outside the agreed hours of their Flexible Work Arrangement.

PART VIII - CONSULTATION AND DISPUTE RESOLUTION**50. Delegates Rights and Obligations**

- (a) Employees elected as Union delegates or employee representatives will, upon provision of written proof of the election to the Employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.
- (b) They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times which are convenient to both parties.
- (c) Before any of the employees identified in subclause (a) above move away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their manager.
- (d) Where they wish to meet with Employer's representatives, which will take them away from their immediate work location, they should first seek their manager's leave before making such an arrangement.
- (e) Employees identified in subclause (a) will not enter any other work location for which they are not elected on Union or consultative committee business unless the delegate first receives the permission of the relevant manager for that area.
- (f) Prior to leaving the immediate work location, any employee identified in subclause (a) above, must provide to their manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from Union or Consultative Committee business they will inform their manager their time of arrival and departure from the location where they were required.
- (g) Failure of an employee identified in subclause (a) to meet the above provision will result in the employee concerned forfeiting the right to pay for the period of such absence.
- (h) Managers will not unreasonably withhold permission for employees identified in subclause (a) above to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, these employees should observe the above procedures and recognise the need to balance their absence from the job on Union or Consultative Committee business with the requirement for acceptable work performance.
- (i) Subject to the provisions of the New South Wales *Industrial Relations Act*, 1996, the opportunity is open for Union officials, delegates or employee representatives (in the defined area so elected) to approach employees at work in respect to enrolment of Union membership.
- (j) For the purposes of this clause the employees identified in subclause (a) will not include Committee of Management, Executive member, member of a Union governing body, Workplace, Divisional or Regional Delegates Committees members of the Union or Consultative Committee equivalents.
- (k) Whilst it is recognised that Committee of Management, Executive or other Union governing body members, or their Consultative Committee equivalents are not confined to the specific provisions contained herein it is understood that these provision will have general application excluding the requirement of subclause (a) concerning the area of operation.
- (l) The application of the provision contained herein will apply to members of Workplace Delegates Committees, Divisional Delegates Committee and Regional Committees of the Union within their respective areas of operation.
- (m) In exercising these rights the members identified in the clauses above will not harass or hinder Employer's employees or employees in the performance of their work.

- (n) Employees identified in subclause (a) above will be granted up to four (4) days paid leave in a two (2) year period (not accruable) to attend the annual Union conference. Any leave granted under this provision will be deducted from the employee's entitlement under Clause 25 (Trade Union Training Leave).
- (o) Wherever practicable, the Employer will provide reasonable access to:
 - (i) a private area where delegates can meet with individual members, delegates or officials to conduct Union business, and
 - (ii) telephone, facsimile, photocopying, intranet, internet and email facilities for the purposes of carrying out work as a delegate.
- (p) Subclause (o) above shall not have the effect of giving delegates any greater rights (other than the performance of Union business) or lesser accountability than apply to employees.

51. Employees on Union and/Or Consultative Committee Business

- (a) Any:
 - (i) accredited delegate of a Union respondent to this Award; or
 - (ii) employee representative elected to a Consultative Committee; or
 - (iii) employee elected to a Union Committee of Management; or
 - (iv) employee acting in any of the above capacities

who takes leave without pay to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under:

- (i) Clause 18 (Recreation Leave); and
- (ii) Clause 20 (Long Service Leave).

52. Consultation and Organisational Change

52.1 Commitment

- (a) In developing and implementing organisational change, managers will take account of:
 - (i) The retention of skills considered integral to the future success of the Employer;
 - (ii) Opportunities to retrain surplus employees;
 - (iii) Career development of employees

52.2 Organisational Changes

For the purposes of this clause, organisational change will mean:

- (a) Redeployment, redundancy and retrenchment;
- (b) Changes to the composition and operation of the Employer's workforce;
- (c) Changes in the hours of work;
- (d) Permanent transfer of employees to other work or other locations;

- (e) Job restructuring;
- (f) The introduction of technology;
- (g) Outsourcing or contracting out.

52.3 Principles Of Consultation

- (a) Consultation is defined as a process whereby all parties genuinely commit to the exchange of relevant information, advice on any likely effects and consequences of the proposed change; and all parties take the views of each other into account.
- (b) Prior to a definite decision to introduce organisational change the Employer will advise Unions in writing of the proposed changes in line with subclause 52.4.
- (c) The Employer and the Unions will work toward minimising the adverse effects of organisational change on employees in accordance with subclause 52.5.
- (d) In developing proposals for organisational change, including restructures, management is required to discuss with employees affected and their Unions, the broad principles involved in the proposal including the rationale for required changes, expected changes to the number and types of positions and the reasons for them and proposed process for dealing with affected employees. Further, management is required to provide documentation including position descriptions, job evaluation manual, results and scores.

52.4 Process Of Consultation

- (a) In developing proposals, management is required to discuss with employees affected, the broad principles involved in the proposals.
- (b) When formalised, the proposal will be considered and evaluated by the relevant General Manager. The Business Manager, of the area concerned, will be consulted and advised of any amendment to the original proposals.
- (c) In developing the proposals referred to in subclause 52.2, the Business Manager will investigate the following options for staff who will be affected:
 - (i) Opportunity for "job swaps" where there is a reasonable skill and location match;
 - (ii) Converting to part-time;
 - (iii) Converting to job share;
 - (iv) Voluntary Redundancy;
 - (v) Retraining;
 - (vi) Taking extended leave and exhausting accumulated leave;
 - (vii) Taking periods of unpaid leave
- (d) The proposals will then be forwarded to the Union(s) affected, and if required, a presentation will be made to representatives of the Union(s) involved. Should positions be identified as redundant as a consequence of the implementation of any proposal, the Employer will provide the Union(s) with clear statements as to why the positions are no longer required. As part of consultation, the manager will advise the Union(s) of the outcome of the investigations undertaken in subclause 52.4 (c).

- (e) Management of the business concerned will be available to confer with the Union(s) within the framework and principles of the proposals. However, Business Managers have no authority to bind or commit the Employer to any amendment to the proposals unless specifically delegated to do so.
- (f) The Employer will allow two (2) paid time meetings to a maximum of one (1) hour each for the Union(s) to consult with affected employees at a time that will minimise impact on operations.
- (g) During a period of up to four (4) weeks from the Union(s) receiving the proposals, Union members will have an opportunity of making written submissions or seek to negotiate with nominated Employer representatives in relation to any alterations or objections they may wish to raise in relation to the proposals.

At the end of the four (4) week period, the relevant General Manager or their representative will again consider the proposals and determine the Employer's position.

- (h) The Employer will not act on any part of the proposal during the four (4) week period referred to in subclause 52.4 (g).
- (i) Where proposed changes are not agreed, the Union(s) will need to seek agreement from the relevant Employer representatives about the extension of the consultation period as outlined in subclause 52.4 (g).
- (j) The Employer and the Union will develop an agreed process to deal with disputes over the job evaluation of positions within the proposed structure.
- (k) A joint review of the proposal will be carried out by the parties referred to in subclause 52.4 (e) six (6) months after implementation.

52.5 Minimising The Impact Of Redundancy

- (a) In the implementation of a restructuring process, all options for the process of filling all new positions under this clause will be exhausted.
- (b) The Employer will directly appoint an employee whose position is, or will be, declared redundant in a reorganisation, to a new position where the new position is essentially the position he/she had been performing.
- (c) Once a position has been identified as surplus, the Employer will examine the following options for redeployees:
 - (i) Redeployment to another position;
 - (ii) Redeployment to another position within the broader public sector;
 - (iii) Retraining;
 - (iv) Taking extended leave and exhausting accumulated leave;
 - (v) Taking periods of unpaid leave

53. Outsourcing

- (a) Where the Employer is considering outsourcing any work, the Employer will consult with the affected employees and Unions prior to the final decision for the tendering of such work.
- (b) Where the Employer's management wishes to make arrangements to outsource, it should only do so:
 - (i) After weighing up all alternative options

- (ii) With a comprehensive consultation process and a reasonable time frame for consideration of all employees affected by such an option in line with Clause 52 (Consultation).
- (c) Clause 52 (Consultation) will apply to any outsourcing.
- (d) Where the Employer intends to no longer perform a function it had previously performed (in its entirety), Clause 52 (Consultation) will apply.
- (e) Where the Employer will continue to retain a workforce to complete either a portion of the work being outsourced or to complete the same type of work that is being outsourced, employees engaged in that work will be given the opportunity to make submissions about bidding for the work that is proposed to be outsourced. The Managing Director will determine whether these employees will be able to participate in the bidding. In the event these employees are given the right to lodge a tender, the following clauses will apply:
 - (i) The Union(s) will have access to all appropriate company information such as tender documents
 - (ii) The Employer shall resource training necessary for Union delegates to deal with outsourcing. This shall include paid time off, travel, accommodation and incidental expenses for Union delegates.
 - (iii) The Employer will provide reasonable paid time for Union delegates to attend joint reviews and address Union members at meetings to respond to the business case and prepare specific in-house bids. Members and their delegates shall not lose pay as a result of their involvement and where necessary shall be given access to internal departmental expertise where such a request may assist in the process. If necessary, the Employer will also provide external expertise and meet the associated costs.
- (f) Where a decision to outsource has been made, the Contractor engaged to perform the work must:
 - (i) Provide a written undertaking to comply with the same industry safety, environmental and quality standards as Sydney Water;
 - (ii) Provide a written undertaking to conform with all Acts, Awards and Agreements affecting the employees of the Contractor; and
 - (iii) Have in place a current Enterprise Agreement with the relevant Union.

54. Dispute Resolution and Grievance Procedures

These procedures provide a framework for disputes or grievances, from either one employee or a group of employees to be settled as quickly and effectively as possible. These procedures must be followed by all parties.

In the first instance, an employee may wish to raise their dispute or grievance directly with the relevant person(s) in an attempt to directly resolve the matter.

Managers and supervisors notified of a dispute or grievance must discuss the matter with all the necessary people and investigate the matter thoroughly. Employees are responsible for raising their disputes or grievances at an early stage and for providing as much information as possible to assist in an effective resolution.

Employees may withdraw their grievance at any stage during the procedures.

Where appropriate, confidentiality must be maintained at all stages during the procedures.

Normal work will continue while these procedures are being followed, unless there is a legitimate safety problem.

Step 1 - Notifying The Immediate Supervisor

When a dispute or grievance arises, the employee(s) concerned will notify their immediate supervisor (in writing or otherwise) of the substance of the matter.

If a dispute or grievance involves the immediate supervisor, the employee(s) should proceed to Step 2.

The supervisor will arrange a meeting to discuss the matter with the employee(s). This meeting should be held within three (3) working days (or at a time acceptable to the employee(s)). At the meeting the employee(s) will provide details of the matter and any suggested solutions.

All efforts should be made to resolve the matter at this step.

Step 2 - Involvement Of More Senior Supervisor

If a dispute or grievance involves the immediate supervisor, the employee(s) should notify the supervisor's supervisor (in writing or otherwise).

If the dispute or grievance has been referred to the immediate supervisor but is not resolved, the immediate supervisor is to refer the matter to the more senior supervisor. This should take place within three (3) working days of the completion of Step 2.

A further meeting will be arranged with the employee(s) and the more senior supervisor. Depending on the nature and /or content of the dispute or grievance, the immediate supervisor may also attend this meeting. The employee(s) may request a Union representative or a person of their choice to attend the meeting with them.

This meeting should take place within three (3) working days of the completion of Step 1 (or at a time acceptable to the employee(s)).

If the dispute or grievance involves both the immediate supervisor and the more senior supervisor, the employee(s) should process to Step 3.

Step 3 - Involvement Of Human Resources Manager

If the dispute or grievance involves both the immediate supervisor and the more senior supervisor, the employee(s) should notify the Human Resources Manager in writing.

If the dispute or grievance has been referred to the more senior supervisor but is still not resolved, the more senior supervisor is to refer the matter to the appropriate Human Resources Manager. This should take place within three (3) working days of the completion of Step 2 (or at a time acceptable to the employee(s)). The matter will then be discussed with local management, the employee(s), their representatives and other relevant human resource staff.

The Human Resources Manager may depending on the nature and/or severity of the grievance or dispute have the matter investigated by an internal or external grievance handler or mediator.

Depending on the nature and/or severity of the matter, the Human Resources Manager may also be involved earlier in the procedures.

Step 4 - Involvement Of General Manager [Or Their Representative(S)]

If the dispute or grievance is still not resolved, the Human Resources Manager will refer the matter to the appropriate General Manager [or their representative(s)] who will discuss the matter with employee(s) and their representative(s).

At the conclusion of this step, if the matter is still not resolved, the Employer shall provide a response (in writing or otherwise) to the dispute or grievance, outlining the action taken and reasons why the proposed solutions were not implemented. This response should be given to the employee(s) and/or their representatives within three (3) working days of the completion of this step.

Step 5 - Independent Arbitrator

If the matter is still not resolved internally, the parties may, if they agree, refer the matter to a mutually acceptable mediator or arbitrator.

Step 6 - Involvement Of The Industrial Relations Commission Of New South Wales

If the matter is still not resolved at the conclusion of Step 4, either party may refer the matter to the Industrial Relations Commission of New South Wales. Matters may only be referred to the Industrial Relations Commission of New South Wales when all steps in these procedures have been exhausted.

When a party decides to notify the Industrial Relations Commission of New South Wales under this step, they must give the other party at least three (3) working days notice of their intention to notify.

PART IX - MISCELLANEOUS

55. Senior Managers

55.1 Scope

- (a) This Clause shall only apply to Senior Managers who are designated by the Employer as such and who have their conditions of employment, other than as provided in this Clause, contained within their individual contract in accordance with subparagraph (ii) of paragraph (b) of subclause 55.2 below.
- (b) This Clause shall not apply to the following:
 - (i) Senior Managers who do not hold an engineering or scientist qualification and are in receipt of a remuneration package under a contract above an equivalent value of 145 per cent of pay point 76 per annum; and
 - (ii) the Managing Director and General Managers, or any equivalent of the above.

55.2 General

- (a) An employee will not be offered a contract of employment as a Senior Manager unless they are paid at pay point 69 or above as appears in Clause 6 (Pay) - Schedules A & B.
- (b) Except as provided in this Clause, this Award will only apply to Senior Managers for the following:
 - (i) recreation leave;
 - recreation leave loading;
 - sick leave;
 - long service leave;
 - parental leave;
 - public holidays;
 - special leave;
 - payment of money owing to the employee in case of death;
 - health and safety of employees.

- (ii) The pay and remaining conditions of employment for Senior Managers will be contained within their individual contracts and have no connection with this or any other Award.
- (c) The remuneration package for Senior Managers shall include provisions in relation to at least the following subject matters:
 - Child care;
 - Mortgage;
 - Travel;
 - Motor vehicle.

55.3 Alternate Dispute Resolution

- (a) In the instance where an employee has raised a grievance with the Managing Director and it has not been possible to resolve the grievance, the employee and the Employer may approach a grievance mediator for assistance. The grievance mediator will be selected by agreement between the parties and will be paid for by the Employer.
- (b) The following matters may be the subject of grievance mediation:
 - (i) the terms of, the assessment of and the results of the performance agreement referred to in subclause 14.1 of their contract of employment;
 - (ii) allegations or concerns as to compliance with clause 15 of their contract of employment;
 - (iii) matters of dispute arising from the application of the Employer's code of conduct;
 - (iv) matters of dispute arising from the application of the Employer's discipline policy, except in so far as it relates to the performance issues dealt with in the employee's contract of employment;
 - (v) any allegation or concern by the employee that he/she has been adversely treated in his/her employment.

Provided that this subclause shall not apply in the following circumstances:

 - (A) summary dismissal;
 - (B) the failure to promote or the level of promotion;
 - (C) remuneration;
 - (D) the non-renewal or terms of renewal of this agreement or its successor agreement.
- (c) The grievance mediator will not possess the authority to "veto" or "overturn" any decision of the Managing Director.
- (d) The process to be adopted by the grievance mediator will essentially be one of conflict resolution and mediation.
- (e) The process will not be of an adversary nature and the parties will not be entitled to legal representation.
- (f) The grievance mediator may decline to consider a grievance or a matter.

- (g) An employee may nominate the employee's Union or other advisers and may have support persons to assist him/her in the process, but the grievance mediator will determine who will be present and participate in the mediation consultations.
- (h) The grievance mediator, if he/she considers it to be appropriate, may seek the advice and assistance of any government department, authority, agency or person, including legal advisers, in order to resolve the grievance.
- (i) Nothing in this clause shall prevent the Union or the Employer from referring any grievance referred to in paragraphs (a) and (b) of this subclause to the New South Wales Industrial Relations Commission.
- (j) Where the employee has invoked paragraph (a) of this subclause and referred the grievance to the grievance mediator, the Employer will not take any action to terminate the employee's employment until the grievance mediator has delivered his/her decision.

55.4 Termination

Termination of employment will not be harsh, unjust or unreasonable.

56. Apprentices

56.1 Conditions Of Employment

Unless specifically provided for in this clause, the conditions of employment for apprentices will be as set out in this Award.

56.2 Training And Education

- (a) Attendance
 - (i) Apprentices should attend their course at the College nearest to their place of work or home.
 - (ii) An apprentice may be asked to produce evidence of their attendance at College. This evidence should follow the attendance system specific to their College.
- (b) Completion of Course and Failures
 - (i) Apprentices must complete their course within the minimum time required for that course.
 - (ii) Apprentices must repeat any stage or subject they fail by attending evening classes if necessary.
 - (iii) Apprentices that fail any stage through no fault of their own may complete their course beyond its normal duration. This depends on satisfactory progress reports from the College.
- (c) Fees
 - (i) The Employer will pay all tuition and enrolment fees at the beginning of each college year.
 - (ii) The Employer will deduct from an apprentice's pay fees for any uncompleted or unattended courses.
- (d) Rostered Days Off

Apprentices who must go to college on a day that they are rostered off work will be entitled to a substitute day off.

56.3 Pay

- (a) Apprentices will receive the rates of pay contained within the schedules below.

HOURLY RATE

Apprentice - Effective 1 July 2004

Year 1	Year 2	Year 3	Year 4
\$8.1342	\$10.94626	\$13.94182	\$16.01533

Apprentice - Effective 1 July 2005

Year 1	Year 2	Year 3	Year 4
\$8.45937	\$11.38435	\$14.49940	\$16.65608

- (b) Adult Apprentice

The hourly rate of pay for a 1st Year adult apprentice shall be as follows:

Adult Apprentice	Effective 1 July 2004	\$10.05394
	Effective 1 July 2005	\$10.45624

The hourly rate for an adult apprentice Year 2, Year 3 and Year 4 shall be in accordance with the rates for apprentices provided in subclause 56.3(a).

- (c) The above rates cover all disabilities associated with the work unless specifically provided for in clauses contained in this Award.
- (d) The above rates include the appropriate tool allowance applicable to a tradesperson employed by the Employer in that trade and included in their rate of pay.

56.4 Tools

- (a) The Employer will supply to all apprentices a basic tool kit at the commencement of their apprenticeship. Apprentices will supplement this tool kit by purchasing additional tools with the tool allowance referred to in subclause 56.3 (e) above.
- (b) If an apprentice fails to complete their apprenticeship, the tool kit must be returned in complete and serviceable order. Where the kit is not returned in the appropriate condition, the Employer will be reimbursed the cost of the kit or of any individual tool that is defective or missing.
- (c) Tool kits will be inspected by the Employer. If the kit is not adequately maintained or the tools are not in good condition, the Employer will replace those tools and deduct their cost from the apprentice's pay.
- (d) The Employer will provide:
- (i) suitable facilities for maintaining and sharpening tools at the workplace; and
 - (ii) a secure and weatherproof area for storing tools on the job.

57. Water Services Division (Civil Maintenance) Production Employees Skills Development Programme

57.1 Application

- (a) This part applies to Production Employees (Maintenance) employed in the Civil Maintenance business.

- (b) The following clauses do not apply to these production employees;

Pay [other than Clause 6.3 (Payment of Monies Due)]

Temporary Arrangements

Annual Leave (Payment of Leave)

Recreational Leave Loading (Payment of Loading)

Long Service Leave (Payment of Leave)

Sick Leave (Payment of Leave)

57.2 Statement Of Intent

- (a) The intention of the programme is:

- (i) for employees affected by the programme;

to improve the efficiency, performance and productivity of these employees.

to enhance employees development and improve employees' job satisfaction as far as practicable.

- (ii) for all work covered by the programme;

to achieve effective, efficient and economic completion of this work.

- (b) "Work" in this context means all those activities necessary to deliver potable water, transport waste water, treat sewage and dispose of effluent or bio-solids. These activities must be done in a way that:

- (i) achieves a level of customer service that is consistently satisfactory and shows a level of improvement.

- (ii) consistently maintains a minimum satisfactory level of public health and environmental protection while constantly aiming to improve that level of service.

- (c) This level of work is to be done with the best staffing for the job required. Appropriate technology should be used from time to time in order to achieve minimal overall costs (capital, operating and maintenance).

- (d) Where practical, work will be designed to incorporate whole jobs based on interdependent tasks.

- (e) The programme is intended to be a flexible, dynamic and participative process which provides a climate for continuing change and the optimum utilisation of resources.

57.3 Pay

- (a) Comparative wage justice as a means of establishing or increasing wages is not recognised.

- (b) The pay rates set out in this part stand alone and contain no component rates from outside Awards, outside agreements or Clause 6 (Pay).

- (c) Rate of pay and progression for employees are set/determined by ongoing learning/skills, ongoing evaluation, accreditation and on the job performance review as contained within the agreed Principles and Rules and System Design (including workplace reform documents).

- (d) The rates of pay set out in this part cover all work and disabilities associated with the Civil Maintenance Business.

57.4 Rates Of Pay

Employees will be paid the appropriate hourly rate on the following scale:-

LEVEL	PAY POINT
6	32
5	26
4	19
3	17
2	15
1	13

Provided that progression between the levels within each stream shall be in accordance with the agreed ongoing evaluation and accreditation process set out in the Principles, Rules and Design.

57.5 Payment Of Recreation Leave

Payment for recreation leave will be at the rate prescribed for the employees accredited skill level.

57.6 Payment Of Leave Loading

Calculation of recreation leave loading will be based upon the rate prescribed for the employees accredited skill level.

57.7 Payment Of Sick Leave

Sick leave will be paid at the rate prescribed for the employees accredited skill level.

57.8 Hours

- (a) Working in Sewers - Night Shift

Where employees work in sewers on the night shift their working hours will be an average of 34 and 1/5 ordinary hours per week over a four week period to be worked as 19 shifts of 7 and 1/5 hours each with no crib time.

- (b) Working in Sewers

Where employees work in sewers not over 1.07 metres in height, or in sewer shafts over 6.10 metres in depth they will work an average of 34 and 1/5 ordinary hours per week over a four week period worked as 19 shifts of 7 and 1/5 hours each.

- (c) General

For all other work the provisions in the Clause 9 (Hours of Work) will apply.

57.9 Ventshafts

An employee working at heights on free-standing lattice type or tapered steel ventshafts shall be paid an allowance of \$1.48 per day in addition to the rate they receive for their accredited skill level.

58. Anti-Discrimination

- (a) It is the intention of the parties bound by the Award to seek to achieve the object in section 3(f) of the *New South Wales 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.

- (b) It follows that in fulfilling their obligations under the dispute procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

59. Leave Reserved

- 59.1 Remote Call-Outs.
- 59.2 Overtime caps on IPS 68 and above.
- 59.3 Two Employees on Standby.
- 59.4 Rest Breaks for Call Out after 12 am.
- 59.5 Professional Development.
- 59.6 Casuals.
- 59.7 Span of Hours for PESO's.

T. M. KAVANAGH J.

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(1285)

SERIAL C3985**DELTA ELECTRICITY EMPLOYEES AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Delta Electricity.

(No. IRC 3626 of 2005)

Before Commissioner Stanton

26 July 2005

AWARD**Arrangement**

1. Parties to the Award
2. Intent, Scope, Commitment and Duration
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4. Part-time Employment
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7. Calculation of Service
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9. Terms of Employment
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25. Grievance and Disputes Procedures
26. Redundancy
27. Miscellaneous

Appendix 1 - Allowances

1. Parties to the Award

- 1.1 This Award will be known as the Delta Electricity Employees Award 2005.
- 1.2 This award has been made between Delta Electricity and the Unions listed below on behalf of the employees of Delta Electricity.

Electrical Trades Union of Australia, New South Wales Branch

New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

Construction, Forestry, Mining and Energy Union (NSW Branch)

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

Australian Institute of Marine and Power Engineers, New South Wales District

The Australian Workers Union, New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Labor Council of New South Wales

2. Intent, Scope, Commitment and Duration

- 2.1 This Award is based on the understanding that Delta Electricity and its employees have an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations, Delta Electricity is committed to the continued development of its skilled workforce to provide an effective service.
- 2.2 This Award rescinds and replaces the provisions of the Delta Electricity Employees Award, 2003, published 20 February 2004 (343 I.G. 331).
- 2.3 It applies to all employees except Senior Executives of Delta Electricity.
- 2.4 This Award will be effective from the first pay period on or after 11 March 2005. It will remain in force until 11 March 2008.
- 2.5 The people of Delta Electricity are committed to:
- (a) Working together towards achieving Delta Electricity's Vision of generating performance through innovation.
 - (b) Achieving success through Delta's Values of:
 - We provide excellent customer service;
 - We live and work safely;
 - We deliver outstanding business success;
 - We promote high achievement;
 - We behave with respect and integrity.
 - (c) Ensuring that we act with honesty, fairness and dignity in all that we do.
 - (d) Only using information of a commercial or confidential nature in an authorised manner.

3. Salaries

- 3.1 The parties agree that the increases in salary under 3.2 recognise and compensate employees for the following:
- (a) Their commitment to implementing work practices that:
 - (i) provide for more co-operative work arrangements;
 - (ii) improve competitiveness, efficiency, flexibility and productivity; and,

- (iii) assist positively to enable Delta to be a low cost, reliable supplier of electricity; and
- (b) Productivity improvements introduced up to the time of making of this Award and further improvements in productivity up until the last increase in rates of this Award.

3.2 The ordinary weekly salaries and the operative date for the classifications covered by this Award based on a 35 hour week are:

Salary Point	First Pay period on or After 11 March 2005 \$	First Pay period on or After 11 March 2006 \$	First Pay period on or After 11 March 2007 \$
1	356.80	373.70	391.50
2	413.60	433.20	453.80
3	470.00	492.30	515.70
4	527.10	552.10	578.30
5	555.20	581.60	609.20
6	583.10	610.80	639.80
7	610.00	639.00	669.40
8	638.10	668.40	700.10
9	667.30	699.00	732.20
10	697.50	730.60	765.30
11	730.30	765.00	801.30
12	765.30	801.70	839.80
13	801.10	839.20	879.10
14	838.80	878.60	920.30
15	878.10	919.80	963.50
16	919.80	963.50	1009.30
17	951.50	996.70	1044.00
18	984.70	1031.50	1080.50
19	1018.70	1067.10	1117.80
20	1053.90	1104.00	1156.40
21	1090.70	1142.50	1196.80
22	1128.50	1182.10	1238.20
23	1167.50	1223.00	1281.10
24	1208.00	1265.40	1325.50
25	1249.70	1309.10	1371.30
26	1293.20	1354.60	1418.90
27	1338.00	1401.60	1468.20
28	1384.70	1450.50	1519.40
29	1432.60	1500.60	1571.90
30	1482.00	1552.40	1626.10
31	1533.40	1606.20	1682.50
32	1586.40	1661.80	1740.70
33	1641.60	1719.60	1801.30
34	1698.50	1779.20	1863.70
35	1757.50	1841.00	1928.40
36	1818.30	1904.70	1995.20
37	1881.50	1970.90	2064.50
38	1946.00	2038.40	2135.20
39	2014.00	2109.70	2209.90
40	2083.60	2182.60	2286.30

These rates include provision for incorporation of the annual leave special payment into base rates of pay.

3.3 Casual Occupational Health Nurses

Administrative Officers, who are engaged as Casual Occupational Health Nurses must be paid by the hour.

- (a) The hourly rate is determined by:
 - (i) taking the weekly rate for the applicable salary point (set out in 3.2 above); and
 - (ii) adding the appropriate qualification allowance(s) (set out in 5.1 (e) and (f)); and
 - (iii) dividing the sum by 35; and
 - (iv) adding 20% (in respect of all hours worked between 7:00am and 5:30pm, Monday to Friday inclusive) to the total.
- (b) Time worked outside these hours and on Saturdays must be paid at double time
- (c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.
- (d) Work performed on Sundays must be paid at the rate of double time and on Public Holidays at the rate of double time and a half.
- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) Location Allowance - the provisions of 5.1(a) shall apply except for 5.1(a) (iii).
- (g) There is no entitlement to any of the provisions of this Award other than the provisions of this subclause.

3.4 Working Up to Skill Level

Employees must:

- (a) work up to their skill level, competence and training within the categories listed below; and
- (b) work in accordance with the classification descriptions, salary points and Skills Development Programmes negotiated under Award Restructuring.

Administrative Officer

Engineering Officer

Professional Officer

Operator

Powerworker

Tradesperson

- (c) Delta Electricity has adopted the skill development programs and position papers negotiated under Award Restructuring for the following classifications:

Powerworker	Skills Development Program
Tradesperson	Skills Development Program
Administrative Officer	Position Paper
Engineering and Professional Officer	Position Paper
Operator	Shift Self Containment and Annualised Salary (Exhibits 2 and 3 of proceedings in Matter Numbers 1230, 1371 and 1373 of 1991)

3.5 No Extra Claims

Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Award they will not pursue any extra claims for any matters that are contained in this Award.

State Wage Case decisions determined during the period of the Award will be dealt with as follows:

(a) Cost of Living Adjustment

Any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Award.

(b) Productivity Increase

Any component of a State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

3.6 Annualised Salary

The agreement on Annualised Salary referred to in 3.4 and the Central Coast Total Salary package Local Workplace Flexibility Agreement reached under 24 - Local Workplace Flexibility, insofar as they contain provisions otherwise inconsistent with the provisions of the Award, shall take precedence over such provisions to the extent of such inconsistency.

3.7 Minimum Salary Levels

The minimum salary levels for the generic classifications are:

Administrative Officer	SP4
Engineering Officer	SP16
Professional Officer	SP16
Operator	SP15
Production Officer	SP11
Tradesperson	SP13
Powerworker	SP9

3.8 Mount Piper Production Officers

The following provisions apply to Production Officers at Mount Piper Power Station:

- (a) A Production Officer's salary spans the range from salary point 11 to salary point 29 inclusive of 3.2.
- (b) Each Production Officer's base salary is determined by adding the salary point values of the accredited hard skills modules possessed as detailed in paragraph (c) of this subclause, to the starting point of salary point 11, up to a maximum of salary point 27.
- (c) The available hard skill modules and corresponding salary point values are:

Module	Salary Point Value
Trade Qualifications	2
Production Officer Induction	1
Emergency Skills	1
Maintenance Skills 1	1
Maintenance Skills 2	1
Foundation A	1
Foundation B	1
Station Plant	2
Boiler Plant	2
Turbine Plant	2
Advanced Certificate	1
Associate Diploma	1*
Business Process Skills 1	1
Business Process Skills 2	1
Business Process Skills 3	1

* Completion of an approved Associate Diploma leads to automatic accreditation for the Advanced Certificate salary point.

- (d) For each Production Officer, the program for the completion of hard skills modules listed in paragraph (c) shall be determined by an individual Skills Development Plan prepared and agreed by management and the officer concerned. This plan must take account of any prerequisites required for particular modules.
- (e) For Production Officers with a base salary of salary point 16 or above, a further two salary point increments are available. These increments are determined by an assessment of work performance. Performance increments are set in relation to the officer's base salary at the time of the review. Any change to this base salary shall require a further review of performance at an appropriate time.
- (f) This revised Production Officer structure shall operate from 1 July 1995. All further progression of existing and future Production Officers at Mount Piper shall be in accordance with this structure.
- (g) The Production Officer Development Committee consisting of Production Officer representatives of each team, and management representatives, shall continue to meet. The aim of this committee is to co-ordinate the ongoing development of the Production Officer structure, e.g. hard skills modules and performance reviews, and to recommend any amendments to the Manager/Mount Piper and unions for consideration.

4. Part-Time Employment

- 4.1 A part-time employee is a person (other than a casual) who works a constant number of hours, which are less ordinary hours than those worked by a full-time employee performing the duties of the same full-time classification and grade.
- 4.2 The minimum daily number of hours to be worked by a part-time employee shall not be less than 4 hours and the minimum weekly number of hours to be worked shall not be less than 14. However a female employee returning from an approved period of maternity leave may work less than 14 hours per week by agreement.
- 4.3 The daily and weekly hours of work for a part-time employee shall be agreed between Delta Electricity and the employee prior to the employee being engaged on a part-time basis. These agreed hours may only be varied by agreement between the employee and Delta Electricity.
- 4.4 A part-time employee shall be paid at the hourly rate for their classification.
- 4.5 A part-time employee who performs work in excess of the agreed hours or outside the span of ordinary hours shall be paid overtime in accordance with Clause 11 - Overtime.
- 4.6 Part-time employees receive the same entitlements that are contained in the Award for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full-time employees.

5. Allowances

5.1 Location and other Allowances

The following allowances are payable to employees:

(a) Location Allowances:

(i) Appointed to operating Power Stations and Delta Maintenance:

	First pay period on or after 11 March 2005 \$	First pay period on or after 11 March 2006 \$	First pay period on or after 11 March 2007 \$
Engineering Officers Professional Officers Except as below Operators Powerworkers Tradespersons Administrative Officers previously appointed as Stores employees; and Administrative Officers who are engaged in stocktaking duties; or spend most of their time outside of the office. Production Officers	59.80 per week	62.60 per week	65.60 per week
Administrative Officers, other than those mentioned above. Professional Officers whose duties are exclusively of an administrative or office based nature.	43.60 per week	45.70 per week	47.90 per week

Professional Officers who fall into the lower Locations Allowance category will continue at their current level until the lower level passes it.			
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- (ii) Appointed to Head Office

First pay period on or after 11 March 2005 \$	First pay period on or after 11 March 2006 \$	First pay period on or after 11 March 2007 \$
9.45 per week	9.90 per week	10.35 per week

- (iii) Employees must continue to be paid the allowance while on long service leave, annual leave, paid sick leave or accident leave.

The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

- (iv) Payment of Location Allowance is made instead of all allowances or extra rates for or relating to height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work now is performed or is likely to be performed in the future; and for allowances previously paid for motor vehicle damage and for reimbursement of motor drivers licence fee.

The allowance also takes account of the elimination of various allowances from the Delta Electricity Employees Award, 1996, published 16 January 1998 (303 I.G. 18), or not otherwise paid to teams or individuals under 5.2 of this clause.

- (b) Appointed to Delta Maintenance - Project Services

- (i) \$28.50 per week
(ii) \$29.90 per week
(iii) \$31.30 per week

(This allowance is payable in respect of ordinary time worked only).

- (c) Who holds a Category of Certificate 6(a) under Delta Electricity's Safety Rules

- (i) \$8.00 per week
(ii) \$8.40 per week
(iii) \$8.80 per week

- (d) Who holds a Category of Certificate 4(a), (b) and (c) under Delta Electricity's Safety Rules

- (i) \$8.00 per week
(ii) \$8.40 per week
(iii) \$8.80 per week

(An employee who holds Category of Certification in accordance with (c) and (d) will be paid only one allowance. It is payable for all ordinary time worked and during periods of annual leave, long service leave, public holidays, paid sick leave and for periods of absence for which workers' compensation is paid, but excluding those periods which attract the workers' compensation statutory rate only.)

(e) Who holds the Occupational Health Nursing Certificate

(i) \$25.50 per week

(ii) \$26.70 per week

(iii) \$28.00 per week

(f) Who holds the Diploma in Community Health Nursing

(i) \$25.50 per week

(ii) \$26.70 per week

(iii) \$28.00 per week

(An employee who holds the Certificate in (e) and the Diploma in (f) is paid only one allowance.)

(g) when working inside septic tanks or sewerage drains:

Single time in addition to Normal time

(h) Tool allowance

Carpenters and Painters and leading hands in these trades must be paid the tool allowance prescribed from time to time by the Building Employees Mixed Industries (State) Award, in addition to their ordinary rates of pay.

The tool allowances must be paid for All Purposes including:

(1) overtime

(2) long service leave

(3) annual leave

(4) sick pay

(5) accident pay

(6) public holidays

(7) travelling time

In paragraphs (b) to (f), the operative dates for the respective rates are:

(i) First pay period commencing on or after 11 March 2005;

(ii) First pay period commencing on or after 11 March 2006;

(iii) First pay period commencing on or after 11 March 2007.

5.2 Daily allowances

Employees, whilst on duty, are entitled to be paid a daily allowance as detailed below. These payments will not be taken into account for the purpose of calculating penalty rates for overtime, long service leave, annual leave, sick leave, accident pay, public holidays, travelling time or any similar payments.

The special allowances taken into account in determining an employee's daily allowance are as follows, but they are not otherwise paid as separate allowances:

- (a) Engaged on work in conditions which are determined by the controlling officer to involve the existence of excessive amounts of airborne coal dust in the following areas:
 - coal bunkers; or
 - coal lines; or
 - on the coal conveyers between the main receiving bin, coal reserve and bunkers
 - (i) \$1.62 per hour or part thereof
 - (ii) \$1.70 per hour or part thereof
 - (iii) \$1.78 per hour or part thereof
- (b) Engaged on maintenance work within boiler casings or gas pass ducts which have not been cleaned out
 - (i) \$1.62 per hour or part thereof
 - (ii) \$1.70 per hour or part thereof
 - (iii) \$1.78 per hour or part thereof
- (c) Engaged on work inside a condenser waterbox when the work is carried out while the unit is out of service
 - (i) \$1.62 per hour or part thereof
 - (ii) \$1.70 per hour or part thereof
 - (iii) \$1.78 per hour or part thereof
- (d) Working from a Cyclimber Stage inside a furnace. Such payment must be in addition to the allowance paid for working inside a boiler casing not cleaned out
 - (i) \$1.62 per hour or part thereof
 - (ii) \$1.70 per hour or part thereof
 - (iii) \$1.78 per hour or part thereof
- (e) Engaged on work in precipitator element compartments for a period in excess of two continuous working days in respect of the whole of such period of continuous work:
 - when working in compartments which have not been cleaned, other than those who are required to carry out boiler cleaning as part of their normal duties.
 - (i) \$1.62 per hour or part thereof

- (ii) \$1.70 per hour or part thereof
- (iii) \$1.78 per hour or part thereof
- (f) Required to work within a roped-of asbestos contaminated area
 - (i) \$1.83 per hour or part thereof
 - (ii) \$1.92 per hour or part thereof
 - (iii) \$2.01 per hour or part thereof
- (g) When using oxyacetylene equipment and/or electric welding equipment, whether during ordinary working hours or otherwise
 - (i) \$1.54 per day or shift or part thereof
 - (ii) \$1.63 per day or shift or part thereof
 - (iii) \$1.71 per day or shift or part thereof
- (h) A sooting allowance as agreed as at the time of the making of the Electricity Commission (Wages Staff) Award, published 19th February 1965
 - (i) \$2.19 per hour or part thereof
 - (ii) \$2.29 per hour or part thereof
 - (iii) \$2.40 per hour or part thereof
- (i) Engaged in the handling of polychlorinated biphenyls (Askarel)
 - (i) \$1.68 per hour or part thereof
 - (ii) \$1.76 per hour or part thereof
 - (iii) \$1.84 per hour or part thereof

(Where an employee is engaged in the handling of such material for part of two halves of a day or shift the minimum payment shall be the equivalent of four hours in respect of each of the half days or half shifts as the case may be).

Engaged on such work during periods of overtime.

 - (i) \$1.68 per hour or part thereof
 - (ii) \$1.76 per hour or part thereof
 - (iii) \$1.84 per hour or part thereof

(For the purpose of this payment a day or shift shall be divided into halves by the employee's normal meal break whether taken at the normal time or otherwise).
- (j) Engaged or working in close proximity to employees who are engaged in the preparation and/or the application of substantial quantities of epoxy based materials either in confined spaces or continuously for a period of more than two hours on any occasion.
 - (i) \$0.73 per hour or part thereof
 - (ii) \$0.76 per hour or part thereof

(iii) \$0.80 per hour or part thereof

(The term "substantial quantities" shall mean a 454 gram pack or larger).

(k) engaged on work within ash and dust pits

(i) \$1.62 per hour or part thereof

(ii) \$1.70 per hour or part thereof

(iii) \$1.78 per hour or part thereof

In paragraphs (a) to (k), the operative dates for the respective rates are:

(i) First pay period commencing on or after 11 March 2005.

(ii) First pay period commencing on or after 11 March 2006.

(iii) First pay period commencing on or after 11 March 2007.

5.3 The daily allowance paid to a team, including a new permanent team, sub-team or individual is determined by assessing the number of hours of the respective allowance/s in 5.2.

The daily rate will compensate for all of the allowances in 5.2, even though there may be no specific reference to a particular rate in the make-up of the daily allowance.

The level and basis of each team's allowance will be reviewed annually. A review may only otherwise occur if there is a substantial change in the nature of the team's work for a prolonged period (three months) and significant change in their exposure to disabilities.

However, the daily allowance paid to an employee will change if:

- (a) the employee is permanently transferred to another team in which case the employee will receive the new team's allowance from the date of transfer;
- (b) the employee is temporarily transferred for more than 1 week to another team in which case the employee will receive the new allowance (higher or lower) for the whole period. Temporary transfers of 1 week or less will not alter an employee's allowance.
- (c) a temporary team is established for work of more than one week's duration. A new allowance will be established for the team. Temporary team includes a team moved en masse to another site and conditions.

A number of allowances in the Delta Electricity Employees Award 1996 were deleted from the Delta Electricity Employees Award 1997. These allowances are listed in Appendix 1.

6. Hours of Work

6.1 Hours of Work

The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight where a nine-day fortnight is observed. Ordinary hours for shift workers are in 10.3.

6.2 How are working hours determined?

The commencing and finishing times for each day are determined by local management in consultation with affected employees or their representatives taking into account the needs of the business.

6.3 Hours for day workers

Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.

The span of ordinary working hours for day workers is 7:00am to 5:30pm, Monday to Friday.

6.4 Flexible or staggered working hours

Employees working at Head Office may elect to work a flexible or staggered working hours system in accordance with procedures set down by Delta Electricity.

6.5 Accrual of days off

Employees engaged on flexitime, staggered working hours or a nine day fortnight may elect to accrue up to a maximum of 5 flexidays, rostered days off or special days off for the purposes of taking time off for any reason including time off to attend to family related matters. The time off will be on a date agreed to by employees and local management.

7. Calculation of Service

7.1 What counts as service?

In calculating service, Delta Electricity must include:

- (a) periods of annual and long service leave
- (b) periods of approved leave with pay
- (c) periods of sick leave with or without pay
- (d) periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts
- (e) periods of approved leave without pay exceeding 20 consecutive working days or shifts which Delta Electricity has specifically authorised to be counted as service
- (f) periods of absence from work due to incapacity resulting from injury as defined in Section 4 of the *Workplace Injury Management and Workers Compensation Act, 1998*, for which the employee receives a payment under that Act
- (g) periods of service as an employee on probation
- (h) periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined Delta Electricity under Schedule 3 of the *Energy Services Corporations Act, 1995*.
- (i) any previous period of service with Delta Electricity in accordance with (a) to (h) for an employee who had resigned or been discharged and later re-employed. Discharge means termination as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill-health
- (j) any previous period of service with Delta Electricity in accordance with (a) to (h) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (h) is more than five years.

8. Classification Advisory Committee

8.1 Purpose

The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).

8.2 Constitution

The Committee consists of:

- (a) a Chairperson appointed by Delta Electricity
- (b) two Delta Electricity representatives
- (c) two representatives of employees appointed from time to time by the relevant Union(s) having regard to the classification under review.

8.3 Powers

The Committee can:

- (a) consider applications for alterations of salary points on the ground of altered circumstances by:
 - (i) unions on behalf of an employee or groups of employees
 - (ii) Delta Electricity
- (b) consider any errors or anomalies in the salary points of:
 - (i) an employee(s)
 - (ii) any position.
- (c) recommend appropriate salary points for new positions.

8.4 Procedures

The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Chief Executive of Delta Electricity, setting out the view of the Committee. If there are differing views, the report must include them.

8.5 Confidentiality

All proceedings of the Committee are confidential.

8.6 This clause will not prejudice or affect any right any person may have under the *Industrial Relations Act, 1996*.

9. Terms of Employment

9.1 Payment of salaries

If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.

- 9.2 The ordinary weekly pay of an employee at Head Office who works flexible working hours or staggered working hours must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.
- 9.3 Payments for salary, leave and retiring allowance must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.
- 9.4 Delta Electricity may deduct from an employee's pay contributions or payments for approved purposes or for the payment to Delta Electricity of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Delta Electricity written authority.
- 9.5 Overtime and shift work

For the purpose of meeting the needs of the industry, Delta Electricity may require an employee to work:

- (a) reasonable overtime, including Saturdays, Sundays and public holidays
- (b) day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Three months notice will be given to employees required to change on a long term basis from one system of working to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of twelve months.

Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.

9.6 Termination of service

Employee's service may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of Delta Electricity
- (b) retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade.
 - (i) The process for retirement ill health is:
 - (A) Either the employee or Delta Electricity can initiate an application for retirement ill health. In either case medical evidence will be presented to the other party which states that the employee is now and in the future unable to perform the duties of their appointed grade. Other medical evidence may be sought by the other party at their cost.

At this stage the parties may agree that retirement ill health is appropriate and proceed on this basis.

- (B)
 - (1) If either party disputes the other's medical evidence, an assessment may be sought from a medical practitioner/s. Delta Electricity will pay the costs of such medical assessment/s including reasonable and agreed in advance medical assessments requested by the employee where the employee has disputed Delta's medical evidence and the further medical evidence finds that the employee should not be retired on account of ill health.
 - (2) The selection of a medical practitioner/s will be from the Workers Compensation Commission approved list of medical practitioner/s. The

selection is to be by agreement where possible, but, should no agreement be reached within two weeks of notification of the intention to dispute the initial medical evidence, then the party initiating such dispute may select the practitioner from the Workers Compensation Commission approved list.

- (3) Delta Electricity will prepare an advice for the independent medical practitioner, together with either a copy of the position description for the employee, or a list of duties that reflect what the employee could reasonably be required to do consistent with their classification, skills and remuneration level. A draft of this advice will be provided to the employee and appropriate union for comment. If the medical practitioner elects to inspect the work performed, the employee, Delta Electricity representative/s and appropriate union official may also attend the inspection.
 - (4) If Delta Electricity initiates this stage of the process, the employee will be paid up to six weeks special leave with pay, from the date of notification by Delta Electricity of its intention to dispute the initial medical evidence. The parties to the employee's retirement ill health process will review the payment of special leave with pay at the end of this six weeks period.
 - (5) If retirement ill health is not approved at this stage and a workplace/functional assessment is required, the cost will be met by Delta Electricity.
- (ii) Any medical restrictions placed on the employee from a medical assessment must be reviewed in accordance with obligations associated with reasonable accommodation.
 - (iii) It is noted that workers compensation and potential workers compensation injuries impose statutory obligations on the parties.
 - (iv) At all stages of the process, steps will be taken to ensure the privacy of the employee's medical details in accordance with the relevant legislation.
- (c) dismissal by Delta Electricity
 - (d) mechanisation or technological changes in the industry.

If Delta Electricity terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

- (i) three months notice; or
- (ii) pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.

9.7 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to Delta Electricity as satisfactory, shall be deemed to have resigned.

9.8 Period of notice

Employees must give Delta Electricity at least one months' notice of their intention to resign, unless their terms of employment provides for a different period. Delta Electricity may waive the requirement for employees to work this period of notice.

- 9.9 In all other cases of termination, except dismissal, Delta Electricity must give the employee at least one month's notice, or make payment of one month's salary in lieu of notice, unless their terms of employment provides for a different period.

This does not affect the right of Delta Electricity to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave must be paid up to the time of dismissal.

9.10 Discipline

Where an employee is guilty of misconduct or of contravening any rule or direction of Delta Electricity, the employee may be:

- (a) dismissed or suspended;
- (b) reduced in rank, position or pay.

Every employee so dealt with must be notified in writing of the nature of the misconduct or of the breach of the rule or direction alleged to have been committed.

9.11 Deduction from Wages

An employee may authorise a deduction from their gross wage towards a motor vehicle (through a novated lease), laptop computer, electricity accounts and superannuation through arrangements put in place by Delta Electricity.

Salary sacrifice arrangements shall be in accordance with Australian Taxation Office and any other applicable determinations, guidelines, rules, laws and regulations.

Where an external provider is co-ordinating the salary sacrifice arrangements, any direct cost associated with these arrangements shall be borne by the employee.

The total amount salary sacrificed shall not exceed 50% of an employee's superannuable salary. Should the 50% be exceeded, discretionary deductions (as opposed to compulsory deductions) will be reduced in the first instance.

9.12 Work in Lower Grade

Employees must:

- (a) carry out lower graded work that is temporarily required as directed; and
- (b) be paid not less than their current salary point.

9.13 Salary Sacrifice to Superannuation

Notwithstanding the salaries prescribed by clause 3.2, an employee may elect, by agreement with Delta Electricity, to sacrifice a portion of the salary payable under clause 3.2 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to 9.11 the amount sacrificed must not exceed fifty (50) percent of the salary payable under clause 3.2 or fifty (50) percent of the applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 9.14 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and

- (b) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which the employee is entitled under this Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 3.2 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 9.15 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions paid into the superannuation scheme established under the *First State Superannuation Act, 1992* as additional employer contributions.
- 9.16 Where the employee elects to salary sacrifice in terms of 9.15 Delta Electricity will pay the sacrificed amount into the fund.
- 9.17 Where the employee is a member of a superannuation scheme established under:
- (a) the *Superannuation Act, 1916*;
 - (b) the *State Authorities Superannuation Act, 1987*;
 - (c) the *State Authorities Non-contributory Superannuation Act, 1987*; or
 - (d) the *First State Superannuation Act, 1992*

Delta Electricity must ensure that the amount of any additional employer superannuation contributions specified in clause 9.13 is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

10. Shift Work

10.1 Types of shift

Shiftwork is a system of work in which an employee works a roster with a 1, 2 or 3 shift system.

10.2 Shift work may be worked:

Monday to Friday inclusive; or
Monday to Saturday inclusive; or
Monday to Sunday inclusive.

It may begin and end on any of the days in these periods.

10.3 Ordinary Hours

The ordinary hours for shift workers is an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than:

Number of weeks in roster cycle Multiplied by 35 hours.

10.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.

10.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See 11 - Overtime for overtime rates.)

10.6 Shift Allowance

Shift work may be:

- (a) Early Morning Shift - a shift commencing after 5:00am and before 6:30am.
- (b) Afternoon Shift - a shift finishing after 6:00pm and at or before midnight.
- (c) Night Shift - a shift:
 - (i) finishing between midnight and at or before 8:00am; or
 - (ii) commencing between midnight and at or before 5:00am.

Delta Electricity, in consultation with affected employees or their representatives, will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

10.7 Shift workers, who work on a shift work roster, must be paid the following allowances:

Early Morning	the greater of 10% of single time for the shift and: (i) from the first pay period on or after 11 March 2005- \$9.30 (ii) from the first pay period on or after 11 March 2006 - \$9.70 (iii) from the first pay period on or after 11 March 2007 - \$10.20
Afternoon	the greater of 20% of single time and: (i) from the first pay period on or after 11 March 2005 - \$33.70 (ii) from the first pay period on or after 11 March 2006 - \$35.30 (iii) from the first pay period on or after 11 March 2007 - \$37.00
Night	the greater of 20% of single time and: (i) from the first pay period on or after 11 March 2005 - \$33.70 (ii) from the first pay period on or after 11 March 2006 - \$35.30 (iii) from the first pay period on or after 11 March 2007 - \$37.00

10.8 Shift workers who are engaged on a roster which:

- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and
- (b) works such shifts on other than a public holiday, Saturday or Sunday,

must be paid the following allowances:

Continuous Afternoon Shift	25% of single time
Continuous	30% of single time or a Night Shift reduced number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay.

10.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in 11 - Overtime.

10.10 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with 10.12.

10.11 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

10.12 Public Holidays

Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

10.13 Other Than Public Holidays

Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

	Shift	Penalty
(a)	Saturday - all shifts	50% of single time
(b)	Sunday - all shifts	100% of single time

10.14 Only One Rate To Apply

Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

10.15 Roster Loading

Payment of roster loading is made as compensation for the unevenness of payments under this Award. Payment is also made instead of shift disabilities not covered by payments under this Award including:

- (a) the variety of starting and finishing times
- (b) the need to be readily available for work and to work, as required, during crib breaks and at all other times during the shift
- (c) minor variations to established duties
- (d) the requirement to work as rostered on any day of the week.

10.16 Roster Loading - Rates

The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
 - (i) employees on 7 day continuous shift work rosters.
 - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays.
 - (iii) employees rostered to work continuous afternoon or night shifts.
 - (iv) employees working day shift only including a shift on Sundays.
- (b) 2.12% of salary for:
 - (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays.
 - (ii) employees working day shift only on Monday to Saturday.

10.17 Roster Loading - Different Grade Duties

Employees carrying out higher grade duties on shift work must be paid the roster loading for the higher grade classification.

Employees carrying out lower grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

10.18 Roster Loading - Excluded Employees

Roster loading is not payable to dayworkers transferred to become shift workers, for the first two weeks of the transfer i.e. for the period which attracts time and one half penalty rate (refer 10.28).

10.19 Roster Loading - During Training

Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:

- (a) the shift roster worked immediately before the training if the period of training is less than 5 consecutive working days; or
- (b) the new shift roster if the period of training continues for 5 or more consecutive working days.

10.20 Dayworkers transferring to a shift roster to undergo training must be paid shift work loadings, allowances and penalties for the entire period. The provisions of 10.28 do not apply.

10.21 Payment While At Training School

Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:

- (a) training for appointment to a position in their existing or higher grade; or
- (b) attending refresher training courses; or
- (c) attending general training courses and/or station training courses to qualify to carry out higher grade duties.

Payments must not include any overtime or higher grade which might have otherwise been worked.

10.22 Public Holidays

Shift workers, including those on a five day shift system, Monday to Friday, who on a public holiday:

- (a) work an ordinary rostered shift; or
- (b) are rostered off duty (except when on annual or long service leave)

are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in 20 - Public Holidays. If higher grade pay is involved, the provisions of 14.6 apply.

10.23 Not Required To Work On A Public Holiday

Shift workers when, according to their controlling officer, are not required for work on a public holiday for a shift for which they are normally rostered must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.

10.24 Shift Worker On A Five Day Shift - Public Holidays

Shift workers, who are on a five day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.

10.25 Mutual Stand Down

Shift workers who:

- (a) are rostered for duty on a shift falling on a Saturday or Sunday; and
- (b) according to the controlling officer are not required for duty on such day(s)

may, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s).

They must be paid for all ordinary time not worked at the rate of single time.

10.26 Shift Work Day

If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.

10.27 Ten Hour Break

Shift workers are entitled to at least a 10 hour break between finishing shift work and commencing day work.

10.28 Day Workers Transferred To Shift Work

Dayworkers required to transfer to shiftwork must be paid for the ordinary hours worked on that roster:

- (a) for the first two weeks, time and one half or normal shift penalties whichever is the greater
- (b) for the period in excess of the first two weeks, normal shift penalties and roster loadings.

Dayworkers will not be required to transfer to shiftwork for a duration of three shifts or less. For periods of three shifts or less the provisions of 11 - Overtime apply.

10.29 Change Of Roster Or Shift

Shift workers who are changed from one shift roster to another or from one shift to another, must be paid:

- (a) at least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;
- (b) overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

Staff requirements in accordance with the above will be determined by Delta Electricity in consultation with affected employees or their representatives.

10.30 Delta Maintenance

Because of the nature of the work of Delta Maintenance, it is necessary that the maximum flexibility possible is achieved in preparing rosters to meet the Business Unit's work requirements.

In planning for work to be undertaken, management will consult with employee representatives as to the scope of the work, the duration of the work, the time frame and shift work requirements. Roster/s will be prepared to meet the work requirements in consultation with staff, and will attempt to meet both the Business Unit's and employees' needs.

Once a roster/s for the work is agreed, there will normally be no changes other than for plant or market considerations, such as delay in availability of plant which may postpone the start of the work, and hence commencement of the agreed roster. However, circumstances may arise occasionally where roster changes are required at short notice, and employees are expected to co-operate in this change process.

10.31 Crib Breaks

Shift workers are entitled to a 20-minute crib break after each five hours worked, subject to work requirements. An employee unable to take such crib breaks is recompensed by way of payment of the Roster Loading described in 10.15 of this clause.

10.32 Handover

Shift workers required to handover at the end of a shift must stay at their work station until:

- (a) the appropriate relieving member of the oncoming shift has arrived at work station; and
- (b) the shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.

10.33 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.

10.34 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.

10.35 Any time off as a result of handover time is considered as a non-working day.

Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.

10.36 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion.

10.37 If a roster contains shifts where handover is not a requirement, the calculation of time off will:

- (a) not be related to such shifts; and
- (b) only relate to those shifts in the roster where handover is required.

10.38 Overtime shifts are not included in calculating handover time.

10.39 12-Hour Shifts

The following provisions will apply (subject to 10.28) where a 12-hour shift roster system is introduced by agreement between Delta Electricity and a majority of affected employees or where an employee is transferred to such a 12-hour shift roster system (such transfer to be by agreement, subject to the employee's agreement not being unreasonably withheld):

- (a) Penalty rates:
 - (i) Saturday - 1.5 times ordinary rate
 - (ii) Sunday - 2 times ordinary rate
 - (iii) Public Holidays - 2.5 times ordinary rate
 - (iv) Shift Allowance - Day shift, on the basis that 4 hours only of the 12-hour shift duration will attract the 20% shift allowance

Night shifts at 20%

The day of the shift will be treated as that on which the majority of the 12-hour shift is worked;

- (b) Hand-over Time - based on 13 1/3 minutes per 12-hour shift;
- (c) Public Holidays - whether rostered on or off, employees will be credited with 8 hours leave in lieu, which will be added to their period of annual leave;
- (d) Leave taken - Leave paid according to normal Award provisions. Employees will be debited for 12 hours from the respective leave balance;
- (e) Employees transferred to the Central Coast 12-hour shift roster will be paid for sick leave, workers compensation and long service leave on a basis which does not disadvantage them compared to the staff being paid a Total Salary Package on that roster.

It is noted that, as at March 2003, 12-hour shift rosters are established by Local Workplace Flexibility Agreements under 24 - Local Workplace Flexibility at Mount Piper Power Station and in the Central Coast region.

11. Overtime

11.1 What is overtime?

- (a) For day workers, overtime is all time worked on:
 - (i) Mondays to Fridays before their ordinary commencing time and after their ordinary finishing time
 - (ii) Saturdays
 - (iii) Sundays
 - (iv) Public Holidays.
- (b) For shift workers, overtime is all time worked before their commencing time or after their finishing time of rostered shifts.

11.2 How is it calculated?

In calculating how much overtime an employee works, each working day is treated separately. Periods worked before their ordinary commencing time and after their ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

11.3 What are the rates of pay?

Except on Public Holidays, employees must be paid at double time for overtime.

11.4 On Public Holidays employees must be paid the following rates for overtime:

Day Workers	In ordinary hours	2.0 + Ordinary Pay
	Outside ordinary hours	2.0
Shift Workers	All hours worked	2.5

11.5 Minimum Payment For Non Merging Overtime

An employee must be paid a minimum of 4 hours at double time if the period of overtime the employee is required to work is not connected to ordinary hours. (This does not apply to an employee required to stand by under 21 - Stand-by Allowance).

11.6 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hour break.

11.7 Travel Associated With Merging Overtime

Employees, who work overtime which merges with ordinary hours, must have their travel to and/or from their homes, arranged by Delta Electricity, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with 22 - Travelling Time and Fares.

11.8 Time off after overtime - 10 hour break

Whenever reasonably practicable, Delta Electricity must arrange overtime so that employees have at least 10 hours off duty:

- (a) Between their finishing time on one day or shift and their commencing time on the next day or shift; or
- (b) if working away from their headquarters and incurring excess travelling time.

11.9 If employees resume or continue work without a 10 hour break, Delta Electricity must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

11.10 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.

11.11 The conditions in 11.8 and 11.9 do not apply to day workers for overtime for which a minimum payment is applicable.

11.12 If day workers:

- (a) have had a 10 hour break; and
- (b) are recalled to work overtime whether notified before or after leaving their place of work; and
- (c) commence that overtime starting at least 8 hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and
- (d) would normally be required to work on day 2, then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5.00am.

11.13 If employees are required to continue to work during part of the period they would normally stand down, Delta Electricity must pay these employees for the period of stand down not taken at double time.

11.14 Shift workers who have returned home after working overtime during a rostered break are entitled to the ten hour break provision in respect of the period before commencement of the next ordinary shift.

11.15 Time off between shifts

The rest period off duty must not be less than 8 consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

Specific Provisions - Day Workers

11.16 Cancellation

If Delta Electricity cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:

- (a) at home within one hour of the time the employee was to leave home - one hour at single time
- (b) between the employee's home and the place of work - 3 hours at single time
- (c) at the place of work - 3 hours at double time.

However an employee who has reported at the place of work may be required to carry out alternative work for a minimum of 3 hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

11.17 Standing-by for overtime

Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between their ordinary finishing time and the commencement of the overtime. This does not apply to employees required to stand-by under 21 - Stand-by Allowance.

11.18 Employees above salary point 35

Employees above salary point 35 must not be paid overtime without the Chief Executive's approval.

Specific Provisions - Shift workers

11.19 Twelve hour maximum

If shift workers have to work overtime for 4 or more days due to a temporary shortage of trained staff, Delta Electricity may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

11.20 When overtime is not paid

Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:

- (a) the customary rotation of shifts; or
- (b) arrangements between or at the request of the shift workers themselves.

12. Meal Allowances on Overtime

12.1 When are meal allowances paid?

Employees must be paid an allowance for meals if the period of overtime is five hours or greater. The allowance is \$18.10 and becomes \$19.00 from the first pay period on or after 11 March 2006 and becomes \$19.90 from the first pay period on or after 11 March 2007.

12.2 Employees must be paid a meal allowance of \$11.00 if they have prepared a meal in readiness for working overtime, which was cancelled at short notice. The allowance becomes \$11.50 from the first pay period on or after 11 March 2006 and becomes \$12.00 from the first pay period on or after 11 March 2007.

12.3 Employees above salary point 35

Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers.

13. Meal Breaks - Day Work

13.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.

13.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.

13.3 Disrupted meal breaks

Employees who are unable to take all or part of their normal meal break must be paid:

- (a) overtime for the untaken part of the meal break; and
- (b) overtime rates until such time the meal break is taken.

13.4 Overtime - Monday - Friday

Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:

- (a) after 1 hour 30 minutes - a meal break of 20 minutes
- (b) after 4 hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour
- (c) after 8 hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.

13.5 The meal break must be paid at the appropriate overtime rate.

13.6 Employees may take the first meal break:

- (a) during ordinary hours without loss of pay if the entitlement coincides with their ordinary commencing time; or
- (b) at the commencement of the overtime or later by arrangement with the team leader, if the period of continuous overtime begins after their ordinary finishing time.

13.7 Overtime - Saturday, Sunday or public holiday

Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:

- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary hours and the overtime is for more than 4 continuous hours; and/or
- (b) meal breaks with pay as set out in 13.4.

13.8 Overtime - meal breaks count

Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.

14. Higher Grade Work and Pay

14.1 Obligation to work in a higher grade

Employees must carry out work at a higher grade as directed as long as it is reasonable and practicable to perform such work.

When employees are carrying out such work they must be paid in accordance with the provisions of this clause.

14.2 Payment for higher grade work

Employees must be paid higher grade pay if they are directed to carry out higher graded work for one hour or more in any one day or shift.

These employees must receive the salary specified for an employee performing the particular class of work.

Employees who work at a higher grade for more than a half-day or shift must be paid at the higher rate for all ordinary hours during the day or shift.

14.3 Aggregation

Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this clause.

14.4 Payment for leave, sick leave etc

Employees must be paid higher grade pay during absences on annual leave, sick leave, or accident pay if they have been paid the higher grade pay:

- (a) for a continuous period of three months immediately before the absence. This period is broken by:
 - (i) absences on special leave; or
 - (ii) absences on sick leave; or
 - (iii) absences on accident pay; or
 - (iv) the carrying out of lower graded work, that total more than 5 working days or shifts during the three months period; or
- (b) for broken periods which total more than six months, during the 12 months immediately before the absence.

14.5 Periods of annual leave, sick leave and accident pay paid at higher grade in accordance with 14.3, are included when calculating the rate applicable for continued higher grade duty or for further absences on annual leave, sick leave or accident pay.

14.6 Public holidays

Employees must be paid higher grade pay for a public holiday if they receive that pay for any part of the employee's working days both preceding and following the public holiday.

14.7 Overtime

Overtime is paid at the higher grade rate if the higher grade duties have been performed for at least one day or shift immediately before and continuous with the overtime.

14.8 Training in higher grade

Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:

- (a) the incumbent remains on duty and retains the responsibilities of the position; and
- (b) the periods of training do not exceed:
 - (i) a continuous period of three months; or
 - (ii) six months in a twelve month period where the periods are broken.

15. Clothing and Tools

15.1 Basis of issue

Delta Electricity provides all necessary clothing and tools required for employees to undertake their work, including protective clothing for work in environments assessed under the *Occupational Health and Safety Act, 2000*.

15.2 Responsibility of Employees

Employees are responsible for the:

- (a) proper use and care of clothing and tools supplied: and
- (b) laundering of clothing, unless exempted by Delta Electricity.

15.3 Lost or damaged articles

Delta Electricity will replace lost or damaged clothing and tools, unless such loss is a result of the employee's misuse or negligence, in which case the employee must replace the articles so lost or damaged.

16. Annual Leave

16.1 Amount of leave

Employees are entitled to the following amounts of annual leave after each 12 months' service:

- (a) Day workers - 140 hours
- (b) Shift workers on 7 day rotating roster - 140 hours plus:
 - (i) 35 hours after 12 months on the roster; or
 - (ii) a proportionate amount of 35 hours for periods less than 12 months on the roster
- (c) Shift workers on other than 7 day rotating roster - 140 hours.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the *Annual Holidays Act, 1944*.

16.2 Public holidays falling within a period of leave

Annual leave does not include public holidays.

16.3 Rate of pay

Annual leave is paid as full pay.

16.4 When can leave be taken?

By mutual agreement, an employee may take annual leave in 1, 2 or 3 separate periods:

- (a) on or after its due date or as rostered; or
- (b) before its due date if approved:
 - (i) where a rotating annual leave roster operates; or
 - (ii) where there are special circumstances.

16.5 If an employee or Delta Electricity terminates their services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Delta Electricity may subtract the amount of overpayment from any money payable to the employee on their termination without affecting its rights to recover the overpayment through court proceedings.

16.6 Notice of leave

Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Delta Electricity agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.

16.7 Leave on terminating service

If the service of an employee is terminated for any reason Delta Electricity must pay the employee or the employee's personal legal representative:

- (a) accrued annual leave for completed years of service; and
- (b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.

17. Long Service Leave

17.1 What service counts?

In calculating how much long service leave an employee is entitled to, Delta Electricity must include:

- (a) actual service with Delta Electricity
- (b) periods under 7 - Calculation of Service
- (c) periods with another employer where agreement has been reached between Delta Electricity and that employer
- (d) periods specified for certain employees under the *State Owned Corporations Act, 1989*.

Employees, who have taken or been paid for long service leave accrued in their previous period(s) of service and who are re-employed, will have those previous period(s) of service counted for qualifying purposes only for future entitlements.

17.2 At what rate does leave accrue?

Long service leave accrues as follows:

Length of Service	Amount of Leave
10 years	13 weeks
15 years	19.5 weeks
20 years	30.3333 weeks
each year after 20 years	2.1666 weeks.

It is not intended to reduce the entitlement to leave under the *Long Service Act, 1955*. Transferred employees with periods of service listed in 17.1 (c) and 7.1(h) must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Delta Electricity.

17.3 The entitlement for length of service in between any of the periods listed in 17.2 is worked out on a proportional basis.

17.4 How is leave paid?

Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Delta Electricity, payment of the value of the long service leave is based on completed weeks of service.

17.5 When can leave be taken?

Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Delta Electricity, then it must be postponed to a time on which both the employee and Delta Electricity can agree.

17.6 An employee may take long service leave:

- (a) on full pay:
 - (i) in periods of four weeks or more; or
 - (ii) with the agreement of Delta Electricity in periods of not less than two weeks; or
- (b) on half pay only at a time suitable to Delta Electricity and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.

17.7 Employees must give Delta Electricity at least one month's notice before the date they intend to take long service leave.

17.8 Public holidays falling during leave

Long service leave does not include public holidays.

17.9 On leaving between 5 and 10 years

If an employee has completed at least 5 years' service (as defined in the *Long Service Leave (Amendment) Act, 1963*), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:

- (a) Delta Electricity terminates the service of the employee for any reason; or

- (b) the employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or
- (c) the employee dies.

Delta Electricity must pay the employee (or the employee's personal legal representative in the case of death) a cash amount equivalent to the leave.

17.10 On leaving after 10 years

If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, then Delta Electricity must pay the employee (or the employee's personal legal representative in the case of death) a cash amount equivalent to any untaken leave.

18. Sick Leave and Accident Pay

18.1 When may employees be granted sick leave?

Employees may be granted sick leave, either with or without pay, when they are absent from work because:

- (a) they are personally ill or injured; or
- (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in 18.11 to 18.22.

18.2 When will sick leave not be granted?

Employees will not be granted sick leave when:

- (a) they have workers compensation approved; or
- (b) subject to section 26 of the *Industrial Relations Act*, 1996, the personal illness or injury was caused or substantially brought about by:
 - (i) the employees' wilful act, misconduct or negligence; or
 - (ii) participation in a game involving risk of injury unless Delta Electricity accepts that the participation is beneficial for the health and efficiency of the employee; or
 - (iii) participation in other employment.

18.3 Amount of sick leave

The amount of sick leave with pay which may be granted will be ascertained by crediting each employee with the following periods:

Upon completion of three months' service	126 hours
Upon completion of twelve months' service	126 hours
Upon completion of each additional 12 months' service	126 hours

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of Section 26 of the *Industrial Relations Act*, 1996, will be taken into account.

18.4 Maximum period of leave

The maximum period of continuous paid sick leave is ordinarily 52 weeks.

18.5 Delta Electricity may approve additional sick leave with pay if:

- (a) the employee still has sick leave with pay outstanding after 52 weeks; or
- (b) all sick leave with pay has been exhausted but Delta Electricity considers exceptional circumstances exist, such as the employee's length of service.

18.6 Sickness during long service leave and annual leave

If employees are personally ill or injured during annual or long service leave and produce appropriate medical evidence that they were unable to derive benefit from the leave, they must be granted, if they so elect, to have the period of illness or injury approved as sick leave:

- (a) for periods of one working day or more in the case of annual leave; or
- (b) for a period of at least 5 consecutive working days in the case of long service leave.

18.7 Public holidays during sick leave

A public holiday will not be counted as sick leave for employees if:

- (a) it occurs during a period of absence on approved sick leave; and
- (b) they would not have been required to work on that day.

18.8 Infectious diseases

Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either:

- (a) treated as sick leave; or
- (b) deducted from their annual leave.

18.9 Accident pay

Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.

18.10 Employees may be granted accident pay for a maximum period of 52 weeks if they:

- (a) have workers' compensation approved; and
- (b) comply with 18.11 to 18.22.

However, where special circumstances exist, Delta Electricity may discontinue accident pay at any time after receipt of such payment for a period of twenty six weeks.

Regulations

18.11 How to apply

Employees must claim sick leave or accident pay on the appropriate forms.

18.12 Notification

An employee is responsible for notifying Delta Electricity within 2 hours of their commencing time, where practicable, that they will be taking sick leave.

18.13 Medical examination

If required by Delta Electricity, employees must be examined by a medical practitioner nominated by Delta Electricity as soon as they are physically able.

18.14 Absences of more than 3 days

Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees claim:

- (a) sick leave (with or without pay) exceeding three working days which are consecutive days; or
- (b) accident pay.

18.15 The medical certificate must contain:

the name of the employee

the period the employee is likely to be unfit for work

the date of which the employee will be able to report to Delta Electricity's Occupational Health Physician

the date the employee first consulted a medical practitioner or Delta Electricity's Occupational Health Physician

the medical practitioner's qualifications, name, address and signature or the signature of Delta Electricity's Occupational Health Physician and the date of issue of the certificate.

18.16 If the certificate does not include the nature or cause of the illness or injury, Delta Electricity may refer the employee to a nominated medical practitioner for examination.

18.17 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:

the name and address of the medical practitioner

the date of the consultation and

the reasons for not obtaining a certificate.

18.18 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:

- (a) three working days which are consecutive; and
- (b) two non-working days; and
- (c) any public holiday; and
- (d) any special day off related to the working of a nine day fortnight.

18.19 Absences of three days or less

Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

18.20 Disputed medical certificate

If Delta Electricity disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Delta Electricity. Any medical certificate issued by that referee must be accepted by the employee and Delta Electricity as conclusive.

Delta Electricity must pay the fee if the referee decides in favour of the employee, and employees must pay the fee if the decision is against them.

Delta Electricity must allow the employee to have leave with pay for any medical examination by the referee.

18.21 Admission to hospital

Each employee who is admitted to hospital must obtain a medical certificate stating:

- (a) the date of admission
- (b) the nature of the incapacity for work
- (c) the anticipated period of absence.

Employees must obtain a medical certificate for each 4 weeks they are in hospital.

18.22 Payment at half pay

Employees may elect to be paid at half pay if their sick leave balance falls below 200 hours.

19. Personal/Carer's Leave and Bereavement Leave

19.1 Use of sick leave

An employee, other than a casual employee, with responsibilities in relation to a class or person set out in 19.3 (b) who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for at 18 - 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.

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

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

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - A. 'relative' means a person related by blood, marriage or affinity;
 - B. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - C. 'household' means a family group living in the same domestic dwelling.

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

19.5 Unpaid leave for family purposes

An employee may elect, with the consent of Delta Electricity, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 19.3 (b) who is ill.

19.6 Annual leave

An employee may elect with the consent of Delta Electricity, 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.

19.7 Time off in lieu of payment for overtime

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

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

19.9 If, having elected to take time as leave in accordance with 19.7, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or termination.

19.10 Where no election is made in accordance with 19.7, the employee shall be paid overtime rates in accordance with the Award.

19.11 Make up time

An employee may elect, with the consent of Delta Electricity, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the span of ordinary hours provided in the Award, at the ordinary rate of pay.

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

19.13 Rostered days off

An employee may elect, with the consent of Delta Electricity, to take a rostered day off at any time.

- 19.14 An employee may elect, with the consent of Delta Electricity, to take rostered days off in part day amounts.
- 19.15 An employee may elect, with the consent of Delta Electricity, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between Delta Electricity and employee, or subject to reasonable notice by the employee or Delta Electricity.
- 19.16 This clause is subject to Delta Electricity informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 19.17 Bereavement Leave
- An employee, other than a casual employee, shall be entitled to up to two days' bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in 19.3.
- 19.18 The employee must notify Delta Electricity as soon as practicable of the intention to take bereavement leave and will, if required by Delta Electricity, provide to Delta's satisfaction proof of death.
- 19.19 Bereavement Leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 19.3(b), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.20 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.
- 19.21 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request, Delta Electricity will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20. Public Holidays and Picnic Day

20.1 Public holidays

The following days are observed as public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Picnic Day (the last Monday in November)

- (l) other proclaimed holidays observed throughout New South Wales.

20.2 What is a day worker entitled to?

A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.

20.3 What is a shift worker entitled to?

A shift worker is:

- (a) paid for public holidays in accordance with 10 - Shift Work; and
- (b) not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

20.4 Are public holidays paid during a period of absence?

An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:

- (a) approved leave without pay not exceeding 20 consecutive days or shifts
- (b) approved sick leave without pay.

21. Standby Allowance

21.1 Who is entitled to the allowance?

Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance. These employees are termed "approved employees".

21.2 Standby work includes:

- (a) restoring continuity of supply
- (b) returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down
- (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.

21.3 Work not included

Standby work does not include:

- (a) overtime that was arranged before an employee's ordinary finishing time; and/or
- (b) work which does not involve an emergency or breakdown situation.

21.4 How much is the allowance?

Standby allowance is \$96.10 per week. It becomes \$100.70 from the first pay period on or after 11 March 2006 and becomes \$105.50 from the first pay period on or after 11 March 2007.

21.5 Payment of overtime worked when called out - day workers

"Approved" day workers who are called out and required to work overtime must be paid in accordance with 11 - Overtime. They must receive a minimum payment of one hour at double time.

21.6 Payment of overtime when called out - shift workers

"Approved" shift workers who are notified after leaving work must be paid in accordance with 11 - Overtime if the overtime commences:

- (a) two hours or more before their ordinary commencing time:
 - (i) double time when the overtime merges with their ordinary commencing time
 - (ii) double time, with a minimum of three hours at single time, when the overtime does not merge with their ordinary commencing time.
- (b) less than two hours before their ordinary commencing time, the appropriate rate provided for in 11 - Overtime.

Additionally, in the case of non-merging overtime, the appropriate rate in 11 - Overtime applies from the time of commencing overtime to the time of commencing the next rostered shift.

21.7 Public holidays

Employees required to be on standby, in accordance with the provisions of this clause, on a public holiday shall have a day added to their accrued annual leave entitlement.

21.8 Standby availability

Employees standing by:

- (a) must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and
- (b) must have at least one weekend, comprising two consecutive days, off duty in each four weeks, without reduction in standby allowance if other employees are not available.

22. Travelling Time and Fares

22.1 Travel for a normal day or shift

Employees are required to travel to and from their home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.

22.2 When can it be claimed?

Employees are entitled to claim excess travelling time and excess fares when they travel to and from Eraring Power station.

22.3 Employees cannot claim for any time spent travelling during ordinary hours.

22.4 Who can claim?

Excess travelling time and travel outside a region can be claimed only by employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1st June, 1979.

22.5 Excess fares may be claimed by all employees.

22.6 Definitions

For the purposes of this clause, the regions are:

- (a) Central Coast - Munmorah and Vales Point power stations;

- (b) Western - Wallerawang and Mount Piper power stations;
- (c) Sydney CBD.

22.7 Excess travelling time and excess fares are based on the extra distance an employee travels when travelling to a location which is further from their home than their normal location.

22.8 The reference points for the calculation of the times and distances are Doyalson traffic lights (Central Coast), mid-point between Wallerawang and Mount Piper power stations (Western) and the Corporate Office building (Sydney CBD).

22.9 Travel outside a region

Employees required to travel outside a region must be paid:

- (a) for travel between an employee's home and Eraring power station:
 - (i) excess travelling time based on a speed of 45 kph; and
 - (ii) excess fares based on 58 cents per kilometre. This rate becomes 61 cents from the first pay period on or after 11 March 2006 and becomes 64 cents from the first pay period on or after 11 March 2007.

This applies to employees whose residence is within the Central Coast region.

- (b) for travel between regions, at time and one half (for all time outside normal hours), based on the following times:
 - (i) Central Coast to West - 3 3/4 hours;
 - (ii) Central Coast to Sydney CBD - 2 hours;
 - (iii) West to Sydney CBD - 3 hours.

Travel to other locations must be paid at time and one half based on a reasonable time for travel to the location from the employee's region.

If an employee is delayed in their travel by unforeseen circumstances which extends the above times by more than 2 hours, then their travel time will be the actual reasonable time and they must be paid at time and one half.

Employees required to travel between regions after completing work for which penalty rates greater than time and one half will continue to be paid at the higher rate for the travel, provided the travelling is undertaken within a reasonable time after finishing work.

22.10 Employees required by Delta Electricity to use their private motor vehicle for travel between regions must be paid 58 cents per kilometre based on the following distances:

- (a) Central Coast to West - 230 km
- (b) Central Coast to Sydney CBD - 110 km
- (c) West to Sydney CBD - 165 km

This rate becomes 61 cents from the first pay period on or after 11 March 2006 and becomes 64 cents from the first pay period on or after 11 March 2007.

Travel to other locations will be based on the actual distance from the region to the other location.

22.11 Travel associated with non-merging overtime

Employees required to work non-merging overtime must be paid at overtime rates from the time they leave their home until they return home.

23. Working Away from Headquarters

23.1 Overnight absence from home

When Delta Electricity requires employees to transfer to a temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.

Under these circumstances, Delta Electricity must also pay each employee an allowance of \$2.40 for each night's absence. This rate becomes \$2.50 from the pay period on or after 11 March 2006 and becomes \$2.60 from the first pay period on or after 11 March 2007.

23.2 Alternatively, employees may arrange their own accommodation. Delta Electricity must pay them the reasonable expense level determined from time to time by the Australian Taxation Office (ATO) for the location.

23.3 Travel by train

If employees have to travel by train to or from distant jobs, Delta Electricity must provide them with:

- (a) a first class rail ticket for travel in the daytime; and
- (b) a sleeping berth if the travel has to be overnight.

23.4 Returning home after extended periods away

Delta Electricity must allow employees who are away from headquarters for an extended period of time to return home:

- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
- (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
- (c) more frequently if Delta Electricity considers it economical.

23.5 Employees returning home from their temporary headquarters on approved weekend travel must be provided with:

- (a) first class return rail travel or an equivalent; and
- (b) a meal allowance of \$11.10 for each forward and return journey, only if they have worked the full ordinary hours at the temporary headquarters on the day of travel. This rate becomes \$11.60 from the pay period on or after 11 March 2006 and becomes \$12.20 from the first pay period on or after 11 March 2007.

23.6 One day trip meal allowance

Where Delta Electricity requires employees to work away from their normal location and to travel to and from the new location on the same day, it must pay them the reasonable cost of an evening meal up to \$28.60 if the employee arrives home after 7.00pm. Employees must provide a receipt for the meal. This rate becomes \$30.00 from the pay period on or after 11 March 2006 and becomes \$31.40 from the first pay period on or after 11 March 2007.

24. Local Workplace Flexibility

24.1 Intention

This clause is intended to provide the means by which the conditions of employment may be varied as a result of an arrangement which is agreed at the local workplace and by the affected and relevant union/s.

24.2 What clauses may be varied?

A local workplace agreement provides for flexibility in the conditions of employment in relation to the provisions of this Award and in accordance with the following:

- (a) Within the span of hours for day workers, work may be extended outside of the ordinary hours for that day and the number of additional hours worked taken off at a later time. The ordinary hours accumulated must not exceed a total of 35 hours.
- (b) Except as provided in (a) above, the hours of work cannot be altered so that they exceed the ordinary hours allowed in 6 - Hours of Work.
- (c) The meal break provisions of the award relating to work in ordinary hours shall not be varied in local workplace flexibility agreements.
- (d) The provisions in (a) and (b) above do not prevent a local workplace flexibility agreement from providing for work to commence from 6.30am.

24.3 Requirements for negotiation

A local workplace agreement shall only provide for flexibility of award and employment conditions where the following requirements have been complied with:

- (a) The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
- (b) The agreement is not contrary to any law and does not jeopardise safety.
- (c) The agreement will improve efficiency and/or customer service and/or job satisfaction.
- (d) The employees are not disadvantaged when the agreement is viewed as a whole.
- (e) The appropriate union(s) has signed the agreement reached with the employees concerned.
- (f) Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.

24.4 Where the agreement is collective and where 75% of union members affected by a proposed workplace flexibility agreement vote in favour of the agreement, the relevant union/s' agreement is not required under clause 24.1 and 24.3(e). This provision does not apply to agreements reached under clause 24.8 of this Award.

24.5 Individual employees may opt out of an agreement if its operation will cause him/her genuine personal or family hardship. Transfer to another equivalent position will be considered in these circumstances.

24.6 Term of an agreement

A local workplace agreement will expire after three months. A renewal of an agreement may have a longer term as agreed between the parties to that agreement.

24.7 A local workplace flexibility agreement will not be used as a precedent in other local workplace flexibility agreement discussions or negotiations.

24.8 Agreement of named employee(s)

Notwithstanding the provisions of clauses 24.3(a) and (e), an agreement may be made under this clause between Delta Electricity and the relevant union(s) that applies to specifically named employee(s). Before any such agreement can operate, it must be signed by the relevant union or Labor Council as appropriate.

If an employee advises Delta Electricity in writing that they do not wish endorsement by a union then the agreement will go to the Labor Council of NSW for endorsement. Clause 24.4 does not apply in respect of an agreement reached under this provision.

24.9 Termination of agreement

An agreement may be terminated prior to its expiry by giving three months notice in writing by either:

- (a) By a majority of the affected employees in the case of an agreement applying to more than one person, or the named employee in the case of an agreement under 24.8 that only covers a single person; or
- (b) Delta Electricity.

24.10 Any party may refer any difficulties arising under this clause to the Labor Council of New South Wales.**25. Grievance and Disputes Procedures**

25.1 This Award recognises that employees' grievances should be resolved speedily and effectively with factual information, without recourse to industrial action. It is intended that most issues shall be resolved informally between employees and team leader/s.

25.2 Employees' work related grievances are to be dealt with as follows:

- (a) Employees or Union delegates who have a grievance on any issue shall firstly raise the matter with their immediate team leader.
- (b) The team leader/s shall provide the necessary response as soon as possible but no later than 24 hours following the grievance being raised.
- (c) If an answer cannot be given within 24 hours a progress report shall be given at that time.
- (d) When the grievance has not been resolved to the satisfaction of any party, the issue shall be referred by the Team Leader to a Business Unit Manager or their representative.
- (e) The Relevant Business Unit Manager or their representative and union representative shall at the earliest possible time following referral, convene a grievance meeting which shall attempt to resolve the matter.

The meeting should include:

Team Leader Representative
Management Representative
Delegate involved in grievance
Union Official(s) or their representative

- (f) The grievance shall be discussed at the grievance meeting with a view to achieving agreement or resolution.
- (g) Until the matter is resolved by the grievance meeting as detailed above, except where a genuine safety issue is involved work will continue as normal, without interruption and without prejudice to final settlement.

- (h) If the matter is not settled through the foregoing procedure then the aggrieved party shall refer the matter to either:
- (i) the Labor Council of New South Wales for their attention so as to provide conferences of all parties with a view to reaching a solution; or
 - (ii) the Industrial Relations Commission of New South Wales.

26. Redundancy

26.1 If Delta Electricity offers to employees a voluntary redundancy, the minimum paid must be:

- (a) four weeks notice or payment in lieu; plus
- (b) an additional week's notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service; plus
- (c) severance pay at the rate of 3 weeks per year of continuous service with a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis; plus
- (d) the benefit allowable as a contributor to a retirement fund.

26.2 Those employees who accept an offer of voluntary redundancy within 2 weeks of the offer being made, and terminate employment within the time nominated by Delta Electricity, will be entitled to the following additional payments:

- | | |
|---|--------------|
| (a) less than 1 year's service: | 2 weeks' pay |
| (b) 1 year and less than 2 years' service: | 4 weeks' pay |
| (c) 2 years and less than 3 years' service: | 6 weeks pay |
| (d) 3 years' service and over: | 8 weeks pay |

27. Miscellaneous

27.1 Holding of meetings on Delta Electricity's premises

Permission to hold any meeting on any of Delta Electricity's premises must be requested by the union(s) concerned.

Such a request must be made to the Manager of the location and:

- (a) made by the Secretary, Executive Officer or accredited union representative of the union(s); and
- (b) in writing whenever practicable or verbally where there is not enough time; and
- (c) within reasonable time before the proposed meeting.

The request must include:

- (d) the purpose of the meeting; and
- (e) the time and place of the meeting; and
- (f) the estimated duration of the meeting.

Should a request for such a meeting be approved, the mess room may be used within the time agreed upon by the manager and the person making the request.

Should a request for such a meeting not be approved, the meeting must not be held on Delta Electricity's premises.

Unless approved by the Chief Executive, employees must not be paid for time lost attending such meetings.

27.2 Anti-Discrimination

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.

27.3 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.

27.4 Under the *Anti-Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

27.5 Nothing in this sub-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.

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

27.7 Leave Reserved

Leave is reserved to the parties to apply in respect to the following matters:

- (a) a process relating to use of contractors. In relation to "site rates", the parties will wait on the outcome of the Secure Employment test Case;
- (b) the PR2 process for Mount Piper Production Officers. The parties will discuss the issue before leave reserved is exercised;
- (c) Delta Maintenance Project Services Allowance;
- (d) Hours of Work clause in relation to the ordinary hours for day workers, other than at Delta Electricity's Head Office. This leave reserved may be exercised by way of the proceedings in IRC matter 2936 of 2005 or fresh application/s to vary the Award;
- (e) the allowances in paragraphs (e) and (f) of subclause s 5.1 of clause 5, Allowances.

APPENDIX 1 - ALLOWANCES

The following allowances, which appeared in the Delta Electricity Employees Award 1996, were deleted from the Delta Electricity Employees Award 1997 as part of the agreement to consolidate allowances under clause 5. References are to the clause number of the 1996 Award.

Allowance	1996 Award Clause
Other Locations Allowance	5.1(b)
Occupational Health Nurse certificates	5.1(h)-(k)
Full time First Aid Attendant	5.2(b)(viii)
First aid duties in the field	5.2(b)(ix)
Materials Testing at Vales Point	5.2(b)(xi)
Leading Hand Allowance	5.4
Painting Stacks	5.2(a)(ii)
Stacks with Navigation Lights	5.2(a)(iii)
Boiler Main and Distribution Drums	5.2(a)(viii)
Fabric Filter Compartments	5.2(a)(ix)
Pulverised Fuel Lines	5.2(a)(x)
Morganite Refractory Material	5.2(a)(xi)
Blue Asbestos	5.2(a)(xiii)
Thermal Insulation containing Asbestos	5.2(a)(xiv)
Ladders - Insulation other than Asbestos	5.2(a)(xvi)
Operation of Electric Eel	5.2(a)(xvii)
Insulation other than Asbestos	5.2(a)(xxi)
Spray Painting Applications	5.2(b)(iv)
Operate Steam Cleaning or Greasing Bulldozers	5.2(b)(v)
In charge of plant during meal break	5.2(b)(x)

The following allowances, which appeared in the Delta Electricity Employees Award 1997, were deleted from the Delta Electricity Employees Award 2000 as part of the review of allowances under clause 5. References are to the clause number of the 1997 Award.

Allowance	1997 Award Clause
Fabric Filter Compartments - Eraring	5.2 (c)
Dust Removal air Slides - Eraring	5.2 (l)

J. D. STANTON, Commissioner.

Printed by the authority of the Industrial Registrar.

(1329)

SERIAL C4160

AUSTRALIAN STEEL MILL SERVICES PTY ENTERPRISE AWARD 2005 - 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Steel Mill Services Pty.

(No. IRC 5350 of 2005)

Before Mr Deputy President Grayson

27 October 2005

AWARD

Arrangement

PART A

Clause No.	Subject Matter
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21.	Annual Holidays Loading
37	Anti-Discrimination
17.	Call-Out
13.	Casual Employment
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5.	Conditions of Employment
27.	Contract of Employment
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PART B

MONETARY RATES

Wage and Allowance Rates Schedule

Appendix A - Integrated Work Groups: Consultation

Appendix B - Anti-Discrimination

Appendix C - Twelve [12]-Hour Shift Details

PART A

1. Title

This Award shall be known as the Australian Steel Mill Services Pty. Enterprise Award 2005 - 2008.

2. Parties Bound

This Enterprise Award shall be binding upon Australian Steel Mill Services Pty of BlueScope Steel Limited ("BSL") Recycling Area, Springhill Road, Port Kembla and The Australian Workers' Union, New South Wales, and employees who are eligible to be members of that union. This Enterprise Award supersedes all other Awards and Agreements on this site, but shall observe the ASMS Sick Leave Enterprise Agreement.

3. Objectives of the Award

- 3.1 To provide a healthy and safe working environment for all employees and to ensure the Company and employees comply with relevant safety standards.
- 3.2 To provide essential services to BSL in the material movement, processing and distribution off-site of Furnace Slag and Aggregate products.
- 3.3 To ensure our products and processes meet all safety, quality and environmental standards.
- 3.4 To improve the quality of working life and develop career opportunities through training and development.
- 3.5 To enhance productive performance by encouraging Work Groups and Management participation and acceptance of responsibility and decision-making.
- 3.6 To provide equal opportunity in employment and to maintain a process of affirmative action to suit the needs of the business in accordance with the relevant legislation. Also refer to Appendix B.
- 3.7 12-Hour Shift Pattern, to provide a more efficient operation.

4. Period of Operation

This Enterprise Award shall operate from the first pay period to commence on or after the 1st April 2005 and remain in force for a period up until 31st March, 2008.

This Award rescinds and replaces the Australian Steel Mill Services Pty 1997-1999 Enterprise Award As Amended 2004 published 23 July 2004 (345 I.G. 475) and all variations thereof.

5. Conditions of Employment

- 5.1 This Award shall form the terms and conditions of employment for all employees working within the scope of the payment structures in Clause 10, Wages, and Clause 11, Salaries.
- 5.2 Where Work Groups recommend changes to any terms and/or conditions of this Enterprise Award, they will place such proposed changes before Management and delegates and be reviewed by the Consultative Process (Refer Appendix A.).
- 5.3 This Award has been negotiated through extensive consultation between Management and employees. The content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Award:

- (a) Is not contrary to public interest.
- (b) Is not unfair, harsh or unconscionable.
- (c) Was at no stage entered into under duress, and;
- (d) Reflects the interests and desires of the parties.

6. Hours

- 6.1
- (a) It is an intention of this Award that at the start and finish times of employees, they will be at their actual place of work within the Company's operations. All wash-up time shall therefore be taken at the expiry of the employees' ordinary hours of work each day.
 - (b) The parties intend that there will be minimum disruption to operational efficiency between shift changes. Employees shall commence and complete their hours of work at their actual workplace within the Company's operations. All wash-up time shall be taken at the expiry of the employees' normal hours of work.
- 6.2 A regular starting and finishing time within the normal span of hours shall be fixed which shall not be altered, except after notice of at least a week, to the employee concerned. Notice less than one week may be given by agreement between the employer, the employee, and the majority of the employees in the Work Group.
- 6.3 Day Shift Employees:
- (a) The ordinary hours of day workers shall be 38 per week, to be worked eight hours per day, Monday to Friday inclusive, between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Except as provided elsewhere in this Award, the ordinary working hours shall be worked in accordance with the following provisions for a four-week cycle:
 - (i) The ordinary working hours shall be as a four-week cycle, Monday to Friday inclusive, with 19 working days of 8 hours' duration, with 0.4 of one hour on each day worked or for each day on approved or entitled leave accruing as an entitlement to take an accrued Roster Day Off (RDO) within the four-week cycle following the date of entitlement.
 - (ii) The taking of the RDO shall be determined by Management in consultation with employees in the Work Group, having regard to the needs of the business, health and safety issues and any legal requirements.

- (iii) However, where the RDO cannot be taken within the four-week cycle following the date of entitlement, due to legitimate reasons, at any one time up to a maximum of four (4) RDOs may be accumulated.
- (iv) Where an employee intends to take accumulated RDOs, a written application form must be submitted prior to and approved by the employee's Supervisor/Manager in writing, giving at least 24 hours' notice.
- (v) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (vi) An employee who has not worked or is not regarded as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the accrued Roster Day Off, (RDO) or in the case of termination of employment, on termination.
- (vii) The accrued Roster Day Off (RDO) may be worked where that is required by the employer in which case, in addition to accrued entitlements, the employee shall be paid at the rates prescribed for Saturday work.

6.4 Shift Work:

- (a) If two shifts are worked, they shall be worked between the hours of 6.00 a.m. and midnight. Where shift patterns may be required from time to time outside these hours the Company and the employees shall agree to work through the Joint Consultative Making Process (refer Appendix A).
- (b)
 - (i) Afternoon shift shall commence normally at 2.00 p.m. and finish at 10.00 p.m.
 - (ii) Night shift shall commence normally at 10.00 p.m. and finish at 6.00 a.m. on the next day.
 - (iii) A regular starting and finishing time within the normal span of hours shall be fixed, which shall not be altered except after notice of at least a week to the employee concerned. Notice of less than one week may be given by agreement between the employer, the employee, and the majority of the employees in the Work Group.
- (c) Shift work hours between Monday and Friday, inclusive, shall be paid as ordinary hourly rates. Time worked on a Saturday, Sunday or a Public
Holiday shall be paid in accordance with Clause 7, Overtime, provided an ordinary shift commencing before, and extending beyond, midnight Friday, shall be regarded as a Friday shift.
- (d) Accrued Rostered Days Off (RDO) as per Sub-Clause 6.3 (b) of Clause 6, Hours, shall apply to eight (8) hour shift workers.
- (e) By consultation and agreement between Management, employees and union, a special shift may be worked, commencing Sunday night shift and continuing to Thursday night shift (five shifts) paid at appropriate shift penalties with Sunday penalties for the Sunday shift.
- (f) Shift Work Allowances for Shift Workers:

Subject as in the Award otherwise provided, shift workers shall be paid, in addition to the rates payable under this Award, shift work allowances at the rates as set out in Items 1 to 4 of Table 1 of Part B Monetary Rates, per 38-hour week in respect of all shifts worked.

6.5 Twelve [12] -Hour Continuous Shift Operation:

[Refer Appendix C. 2. Hours - (a), (b), (c), (d), (e), (f)].

7. Overtime

7.1

- (a) For all work done outside ordinary hours, 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.
- (b) This Clause shall not apply when the time is worked by arrangement between employees with the approval of Management.

7.2 Any overtime worked on Saturday - time and a half for the first two hours, then double time thereafter, with a minimum payment of four hours, provided shift workers, for their ordinary shifts of eight hours, shall be paid at the rate of time and a half.

7.3 Any overtime worked on Sunday - double time.

7.4 Any work done on public holidays will be paid at the rate of double time and a half, with a minimum payment of four hours.

7.5 The hourly rate, when computing overtime, shall be the relevant rate for the job as per Clauses 10, Wages, and 11, Salaries.

7.6 Rest Period After Overtime:

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten [10] consecutive hours off duty between the working of successive working days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of ordinary work on the next day, such that the employee has not had at least ten [10] consecutive hours off duty between those times must,

subject to this Sub-Clause, be released after completion of the overtime until the employee has had ten [10] consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) By agreement between Management and an individual employee, the 10-hour rest break provided for in this Clause may be reduced to a period of no less than 8 hours then when an employee resumes or continues work without having had the ten [10] consecutive hours off duty, the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had ten [10] consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

8. Maximum Payment

8.1. Shift allowances and special rates shall not be subject to any premium or penalty provisions.

8.2 All rates prescribed by this Award shall not exceed double the rate as prescribed by Clauses 10, Wages, and 11, Salaries, except as provided for in Clause 7., Overtime.

9. Training

- 9.1 This Award has been formulated on the basis of providing multi-skilling and flexibility opportunities for Company employees. In this regard demarcation provisions are not included; providing employees are suitably qualified, they may be required to carry out any work function contained within the employer's operation.
- 9.2 Each Work Group, with Management, will monitor training needs for skills required within the Work Group, to meet operational requirements.
- 9.3 All training will be competency-based, with clearly defined and agreed performance standards. Employees will have to demonstrate capability against these standards as part of the assessment process and a reasonable amount of additional training will be given in accordance with the training needs of the business in each area of operation, as identified in a training plan. Where an employee fails to meet performance standards after a reasonable amount of additional training, continued training for that employee may be withdrawn.
- 9.4 Training will be consistent with the work skills required by the Company and the Work Group through the process of a training-needs analysis and skills audit.
- 9.5 The Company is committed to an objective of equal opportunity and affirmative action, which will apply to all employment practices.
- 9.6 The Company will pay for reasonable training costs incurred by an employee for the Company-sponsored/approved Courses. Time spent travelling and attendance time will be paid at ordinary rates. Reasonable out-of-pocket expenses shall be provided by the employer. Reimbursement of reasonable training costs, travelling and attendance time, and reasonable out-of-pocket expenses shall be subject to the presentation of reports of completion and/or competency.
- 9.7 Career Progress:
- (a) Where from time to time vacancies occur for any positions within the Organisation covered by this Award, such vacancies are first to be offered to operators from within the host department then next to any other operators and then to all employees Company wide covered by this Award meeting the criteria as set out in Sub-Clause (b) and (c) of this Clause.
 - (b) First preference shall be afforded to applicants with a demonstrated history of performance and commitment to ASMS Occupational Health & Safety standards.
 - (c) From those applicants referred to in Sub-Clause (a & b), of this Clause, the selection process will afford preference to -
 - (i) applicants who meet the skills/qualifications/experience criteria required;
 - (ii) all employees covered by this Award.
 - (d) This selection shall involve consultation between Management and the relevant Work Groups, giving consideration to career development through needs-based training.
 - (e) If there are no internal applicants or in the event internal applicants are not successful, the Company shall advertise externally. Selection shall be based on the same criteria as applied to the internal applicants.
 - (f) An employee shall be given at least five (5) ordinary working days' notice if required to work shift work. Notice less than one week may be given by agreement between the employer and employee, within his/her relevant Work Group, but still attract relevant penalty rates.

10. Wages

- 10.1 The minimum rates to be paid to any classification of employee shall be in accordance with the definitions as listed in this Section.
- 10.2 All new employees shall be employed on a three [3] months' probationary period.
- 10.3 During the probationary period an employee's employment may be terminated for a reason or reasons connected with the employee's lack of commitment to safety performance, capability or conduct, or based on the Company's operational requirements.
- 10.4
- (a) Effective first pay period to commence on or after 1st April, 2005, to 31st March, 2006. Refer (1) Part B, Wage and Allowance Rates Schedule.
 - (b) Effective first pay period to commence on or after 1st April, 2006, to 31st March, 2007. Refer (2) Part B, Wage and Allowance Rates Schedule.
 - (c) Effective first pay period to commence on or after 1st April, 2007, to 31st March, 2008. Refer (3) Part B, Wage and Allowance Rates Schedule.
- 10.5
- (a) Entry Level shall mean a person (other than a tradesperson) on probation.

Thirty-eight hour rate - an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.
 - (b) Operator Level 1 shall mean a person (other than a tradesperson) undertaking training for Level 2 classification.

Thirty-eight hour rate - an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.
 - (c) Operator Level 2 shall mean a person assessed as competent and employed in one Furnace Department core skill (in training for Level 3), or two of the following operations:

Water Cart; Dump Truck; Front-end Loader (general push-up duties); Crushing & Screening Plant (equivalent to two skills); Metal Recovery Plant (equivalent to two skills); Blending Plant (equivalent to two skills); Road Sweeper; Fuel Truck; Bobcat with all attachments or Road Maintenance (equivalent to two skills); Weighbridge Operator or Storeperson and persons in training for Level 3 classification.

Thirty-eight hour rate - an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.
 - (d) Operator Level 3 shall mean a person assessed as competent and employed in two Furnace Department core skills (in training for Level 4), all Road Maintenance, or two of the following operations:

Feed Crushing and Screening and Metal Recovery Plant; Sales Loader; 771B and 114B Cranes; Excavator; Belt Repairs; D10 Dozer; Weighbridge Operations including invoice / account reconciliation; Fuel Truck with chain repair; General Repair/Maintenance Tradesperson and higher level Tradesperson not yet competent in Level 4 skills.

Thirty-eight hour rate - an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.

- (e) Operator Level 4 shall mean full-time Fitters, Boilermakers and Electricians who have been assessed as competent in technical skills that are at a higher and more exacting level than the Repair/Maintenance employee Level 3, or Operators with three [3] Furnace Department core skills or 771B and 114B Cranes, including routine maintenance of same.

Thirty-eight hour rate - an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.

- (f) Operator Level 5 - Special Class Tradesperson - shall mean an Operator

Level 4 Tradesperson with the following requirements :

- A. Primary Tradesperson Role.
- B. Base Trade Qualification.
- C. Post Trade Qualifications (any 2 from those listed in B below).
- D. In-House/Company-Specific Objectives/Outcomes.

- A. Base Trade Qualifications

Fitter

Plant Mechanic

Boilermaker

Auto Electrician

Electrician

- B. Post Trade Qualifications

CAT Training	PM	Welding 8 and 8E	All
Hydraulics 1 & 2	PM	Air Conditioning	AE/PM
Pneumatics 1 & 2	PM	Power Lockouts	E/AE
Diesel 1 & 2	PM	Fuel Injection	PM
HVC Certificate	PM	Scales	AE/PM
Welding 1, 1E, 3 & 3E	All	PLC	AE/PM
MIG & TIG	All	Explosive Power Tools	AE
Electric Arc	All	Lifting Skills	All
Oxy 1 & 2	All	Mobile Equipment tkts.	All
Welding 6 & 7	All		

In addition to the two post-trade skills, the higher paid Tradespersons shall have at least one plant skill that assists with flexibility on the plant.

- C. Company Specific Objectives/Outcomes

It is essential that Level 5 Tradespersons are committed and will respond to the needs of the business, not frustrate the needs of the business. To this end, the following items assist both the employer and the employee to obtain the best value for each other.

- 1. Customer-focused: Know their customers' business and respond to this in ways that ensure their work group can meet those needs.

2. Attuned to the business needs: Know the requirements of the various work groups and respond with a maintenance programme that attains their needs.
3. Suitable training: People who are prepared to be trained in various roles inside and outside their main role.
4. Flexibility: Tradespersons who, while carrying out their primary role within the organisation, are willing to use other skills to keep the business going, e.g. maintenance people willing to operate machines and equipment on a needs basis in their work areas, or other areas of ASMS.

It is recognised that the primary role of tradespersons in ASMS is the maintenance and upkeep of the Company's plant and equipment. The use of their operator skills enables the Company to maintain production to satisfy customers in a particular work area when an operator shortfall occurs in their work groups.

Should tradespersons be found to be not complying with the requirements of Level 5 and normal counselling processes do not resolve the issue, the matter will then be dealt with by Disputes Procedure.

5. Perform preventative maintenance: To advise and perform a preventative maintenance role. Assist to keep the plant availability high. Present ideas in a constructive manner that allows real action in real time. Present written reports on plant, and not to say afterwards "I told you".
6. Proactive: Respond quickly and before equipment breaks, wherever possible. Keep in mind the needs of production. Partner with operational areas. Be a constructive member of work area teams. Help the business reduce its costs. Recognise that operation improvements and changes are an ongoing necessity of the business, to allow it to remain competitive.

Thirty-Eight (38) hour rate - an amount per hour, as set out in Part B, Wage and Allowance Rates Schedule.

- (g) Leading Hand - For the purpose of this Sub-Clause, a Leading Hand may be defined as an employee at any level, who is required to act as a Leading Hand and is formally appointed after consultation with the Work Group and Management. The Primary Purpose of the Leading Hand function is to allocate and prioritise work to his/her team while on shift. The Leading Hand shall assist Management in:

- (i) the safe working procedures of employees on his/her Work Team;
- (ii) keeping all plant in his/her work environment in a safe and good working condition;
- (iii) ensuring all work is carried out to a high standard.

An amount per shift as set out in Part B, Wage and Allowance Rates Schedule.

- (h) Relief Supervisor - An employee required to act as a Relief Supervisor formally appointed by Management, an amount per hour as set out in Part B, Wage and Allowance Rates Schedule.
- (i) Tool Allowance - Qualified Tradespersons shall agree to the tool requirements of the Company and shall be paid an amount per week as set out in Part B, Wage and Allowance Rates Schedule.
- (j) Electrical Licence Allowance - Qualified Electricians required to work without direct supervision shall be paid an amount per week as set out in Part B, Wage and Allowance Rates Schedule.

11. Salaries

11.1

- (a) A salaried employee (Administration and Laboratory) covered by this Clause may choose to be paid an annualised salary.
- (b) The annualised salary will provide a stable income for the individual and support the team concept. The choice of an annualised salary shall be in lieu of payment for overtime and the system of accrued Roster Days Off (RDO) as per Sub-Clause 6.3 Hours, Day Shift Workers.
- (c) A weekly overtime component of three hours multiplied by 1.66 times, equivalent to five ordinary paid hours, shall be added to the weekly base rate and annualised.
- (d) If, in any 26-week cycle, an individual works overtime in excess of 78 hours, the excess hours will be paid at the rate of 1.66 times per hour. Time off in lieu of excess hours may be requested.
- (e) There will be no reduction in payment if, in any 26-week cycle, an individual is not required to work the paid 78 hours.
- (f) The annualised salary is paid for all periods of leave, including public holidays, long service leave, sick leave taken, holiday leave loading and other special leave as per Clause 24, Other Leave.

11.2 The minimum rates to be paid to any classification of employee shall be in accordance with the definitions as listed in this Section.

11.3 All new employees shall be employed on a six months' probationary period.

11.4 During the probationary period, an employee's employment may be terminated for a reason or reasons connected with the employee's lack of commitment to and safety performance, capability or conduct, or based on the operational requirement of the enterprise.

11.5 The levels of pay shall be applicable to employees employed in the Administration and Laboratory departments.

11.6

- (a) Effective first pay period to commence on or after 1st April, 2005, to 31st March, 2006. Refer (1) Part B, Wage and Allowance Rates Schedule.
- (b) Effective first pay period to commence on or after 1st April, 2006, to 31st March, 2007. Refer (2) Part B, Wage and Allowance Rates Schedule.
- (c) Effective first pay period to commence on or after 1st April, 2007, to 31st March, 2008. Refer (3) Part B, Wage and Allowance Rates Schedule.

11.7

- (a) Entry Level - as set out in Part B, Wage and Allowance Rates Schedule.
- (b) Level 1 - as set out in Part B, Wage and Allowance Rates Schedule.
- (c) Level 2 - as set out in Part B, Wage and Allowance Rates Schedule.
- (d) Level 3 - as set out in Part B, Wage and Allowance Rates Schedule.
- (e) Level 4 - as set out in Part B, Wage and Allowance Rates Schedule.

- (f) Quality Management Officer - as set out in Part B, Wage and Allowance Rates Schedule.
- (g) Product and Process Engineer - as set out in Part B, Wage and Allowance Rates Schedule.
- (h) Leading Hand - as set out in Part B, Wage and Allowance Rates Schedule.
- (i) Relief Supervisor - as set out in Part B, Wage and Allowance Rates Schedule.

12. Higher Duties

- 12.1 An employee requested by Management to perform duties at a higher level than that in which they are employed, shall be paid at the higher appropriate rate for the shift when such duties are for the purpose of providing leave coverage, for training, work on special projects, or trades work.

13. Casual Employment

13.1

- (i) The Company reserves the right to employ casual employees to replace permanent employees who are absent for annual leave, long service leave, workers' compensation, or periods of absence without pay, but excluding short-term periods of less than two (2) weeks/two (2) roster periods' absenteeism, or where the majority of union employees of a particular area are absent on leave and cannot be covered by reasonable overtime, as agreed between Management and union.
- (ii) Immediately upon notification of absenteeism covered in 13.1 (i) above, the Supervisor of the relevant department shall request overtime coverage, four (4) weeks prior to the absenteeism, and notify the relevant delegate.
- (iii) It is agreed the Company requires one week's notice prior to the commencement of the absenteeism to arrange casual employee coverage.
- (iv) Such employees will be engaged by the hour and may be dismissed or leave the Company's service with one day's notice on either side.

- 13.2 A casual employee is one engaged and paid as such. A casual employee, for working ordinary time, shall be paid, per hour, the hourly rate prescribed in this Award for the work which he or she performs, plus 15 per cent loading, plus one-twelfth of the annual leave component for all ordinary hours worked in conformity with the *Annual Holidays Act 1944*.

- 13.3 Work in excess of normal daily hours shall attract the relevant overtime penalty.

- 13.4 The employment of casuals under the terms of Sub-Clause 13.1 will be consulted with the Work Group prior to such employment.

14. Fixed Term Employment

- 14.1 A fixed term employee is one engaged after consultation and agreement with the Work Group and delegates and paid as such to work as additional labour required to cover project work for a minimum period of one month, to a maximum of nine months. The position becomes permanent if employment continues after nine (9) months, excluding Maternity Leave.
- 14.2 An employee so engaged shall be paid per hour the hourly rate prescribed by this Award for the level of skills in which the employee is competent and is engaged.
- 14.3 An employee engaged as a fixed-term employee shall be entitled to payments in respect of overtime rates, annual leave, sick leave, public holidays and superannuation arising under this Award.

Service as a fixed term employee will be considered when applying for a permanent position, provided that the employment of fixed term employees does not deprive permanent employees of the opportunity for promotion or training.

15. External Contractors

15.1 External contractors may be employed for special projects, capital works and during plant maintenance programs. However, the use of contractors will be done with due regard to any restrictions on overtime and the skills available on site.

16. Meals & Crib Breaks

16.1 Eight-(8) Hour Shift Employees:

(a) Meal breaks shall, by agreement through consultation, be staggered to ensure operations are continuous. Provided there is no interruption to services available to internal and external customers, a meal break of 20 minutes will be paid in each shift, when the shift exceeds four hours for employees working within the scope of the payment structure in Clause 10, Wages, and 30 minutes for employees working within the scope of the payment structure in Clause 11, Salaries. Breaks for meals should occur at a mutually-agreed time and not beyond six (6) hours from the normal time of commencing work. If the employee, after notifying the Supervisor, is unable to take a break prior to it falling due, the employee shall be paid overtime rates until the end of shift or until a break is taken.

(b) Rest Breaks:

(i) An employee shall be given a rest break of ten minutes each shift.

(ii) The time of taking a rest break shall, by agreement through consultation, be staggered to meet operational requirements.

16.2 An employee required to work overtime for four hours or more following his/her normal shift, shall be entitled to take a 20-minute paid meal break prior to commencement of overtime and each 4 hours thereafter.

16.3 An employee required to work an overtime shift, being a normal work day, shall be entitled to the normal meal break of that shift.

16.4 Meal Dockets:

(a) Where an employee is required to work overtime following his/her normal shift, one (1) meal ticket will be issued to the employee for each crib break allowable and taken as set out in Sub-Clause 2. of this Clause 16.

(b) Sub-Clause 4. (a) of this Clause 16 will not apply:

(i) when hours are rostered, or

(ii) when the employee is given more than twenty-four [24] hours' notice before beginning the overtime shift.

(c) Overtime subject to Sub-Clause 3. of Clause 16 - one [1] meal ticket will be issued per normal meal break. This Sub-Clause will not apply:

(i) when hours are rostered, or

(ii) when the employee is given more than twenty-four [24] hours' notice before beginning the overtime shift.

16.5 12-Hour Shift Employees:

[Refer Appendix C - 3. Meal Breaks (a), (b), (c), (d), (e)].

17. Call-Out

- 17.1 For the purposes of this Clause, a "call-out" may be defined as a call-out to work for the purpose of satisfying short-term emergency work, that otherwise could not be postponed until commencement of the next regular shift. The scope of work shall be communicated to the employee prior to his/her presentation for work. Should there eventuate a continuation of only the original initial emergency work during the call-out period, the employee called out is obliged to fulfil those duties. In the event of a further non-related emergency arising, the employee, with Management, will decide the magnitude of the emergency and together they will make appropriate arrangements to accommodate such. If, after he four (4) hours time period (Refer Sub-Clause [2] of Clause 17 of this Award) has elapsed, the employee, with Management, will decide the magnitude of the remaining work and together they will make appropriate arrangements to accommodate completion.
- 17.2 An employee called-out from home to work shall be paid a minimum of four [4] hours at the relevant rate.
- 17.3 If such call-out is on a Saturday, Sunday or Public Holiday it shall be paid at the relevant overtime rate.
- 17.4 If a call-out is cancelled by the Company less than one hour prior to work commencing, the relevant minimum payment of four hours will apply.

18. Public Holidays

- 18.1 Employees shall be entitled to Public Holidays, without loss of pay, as follows:
- 18.2 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with any other days which may be proclaimed as Public Holidays for the State and observed in the locality where the Enterprise Award operates.
- 18.3 The Picnic Day shall, for the purposes of this Award, be regarded as a Public Holiday. The Picnic Day shall be the first Monday in December or such other day as agreed.
- 18.4 [Refer Appendix C. - 4. Public Holidays - (a), (b), (c)].

19. Requirement to Work in Accordance With the Needs of the Industry

- 19.1 The employer may require any employee to work reasonable overtime, including work on Saturdays, Sundays and holidays, at the rate prescribed by the Award and, unless reasonable excuse exists, the employee shall work in accordance with such requirements.
- 19.2 An employee shall work shift work if required, within his/her relevant Work Group.
- 19.3 An employee shall be given at least five (5) ordinary working days' notice if required to work shift work. Notice less than one week may be given by agreement between the employer and employee, within his/her relevant Work Group, but still attract relevant penalty rates.

20. Annual Leave

- 20.1 As per the *Annual Holidays Act 1944*.
- 20.2 12-Hour Shift Workers:
- [Refer Appendix C. - 5. Annual Leave - (a), (b)].

21. Annual Holidays Loading

- 21.1 In this Clause the *Annual Holidays Act 1944* is referred to as the Act.
- 21.2 Prior to taking annual leave, the employee shall be paid a loading determined in accordance with this Clause.
- 21.3 The loading is payable in addition to the pay for the period of annual leave taken.
- 21.4 The loading is the amount payable for the period or the separate period, at the rate per week of 17.5 per cent of the ordinary pay of the employee immediately before commencing annual leave.
- 21.5 When the employment of an employee is terminated by the employee, and at the time of the termination the employee has not been given and has not taken annual leave entitlement, the employee shall be paid annual leave entitlements and loading.
- 21.6 Where the employment of an employee is terminated by the employer, for misconduct, annual leave loading shall not apply.
- 21.7 An employee who is given and takes annual leave and who would have worked as a shift worker but for the leave, shall be paid the higher of:
- (a) the amount to which the employee would have been entitled by way of shift allowances and weekend penalty rates for the ordinary time (not including time on a holiday) which the employee would have received during the period of the holiday; or
 - (b) the annual leave loading calculated in accordance with this Clause.

22. Long Service Leave

- 22.1 As per the *Long Service Leave Act 1955*.

23. Sick Leave

- 23.1 Annual Entitlement - Employees who have completed three months' service who are unable to attend for work due to personal illness or personal injury shall be entitled to 80 hours' paid sick leave per annum. Management may request, and the employee is obliged to provide, a medical certificate where the employee is absent for longer than one day.
- 23.2 Upon completion of three months' service the employee may apply for payment of any unclaimed sick leave in respect of which payment was not made.
- 23.3 Each employee shall have their common date of sick leave allowance provided on 1st January each year.
- 23.4 The employee shall where possible, within at least two hours prior to the commencement of such absence, notify the employer of his/her inability to attend for duty and as far as possible state the nature of the illness or incapacity and the estimated duration of the absence.
- 23.5 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken as sick leave in any subsequent year or years.
- 23.6 The employer will monitor absences and in instances where an individual employee continually abuses sick leave provisions, Management will have the discretion to recommend disciplinary action.
- 23.7 12-Hour Shift Workers:
- [Refer Appendix C - 6. Sick Leave].

24. Other Leave:

24.1 Jury Service:

- (i) An employee shall immediately notify the employer of the date upon which he/she is required to attend for Jury Service. Further, the employee shall give the employer proof of his/her attendance, the duration of such attendance, and the amount of remuneration received in respect of such Jury Service.
- (ii) An employee, other than casual employees, required to attend for Jury Service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on Jury Service.

24.2 Bereavement Leave:

- (i) An employee, other than a casual employee, shall be entitled to up to three [3] days' bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in Sub-Clause (iii) of this Clause. Where the death of a person as prescribed by the said Sub-Clause (iii) occurs outside Australia, the employee shall be entitled to an additional three [3] days' bereavement leave where such employee travels outside Australia to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (iii) Bereavement leave shall be available to the employee in respect of the death of a person prescribed for the purposes of personal / carer's leave, as set out in Sub-Paragraph (ii) of Paragraph (c) of Sub-Clause (1) of Clause 36, Personal /Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this Clause during any period in respect of which the employee has been granted other leave.

24.3 Parental Leave:

An employee, other than a casual employee, shall be entitled to parental leave in accordance with Section 53 of the *Industrial Relations Act 1996*.

24.4 State Emergency Service:

- (i) For State Emergency Service duty an employee, being a member of the State Emergency Service, other than a casual employee, may be allowed reasonable time off work without loss of income when a State Emergency is declared.
- (ii) The employee must notify Management as soon as practicable, of the intention to take time off under this Clause and will provide, to the satisfaction of Management, proof of his/her participation in the Declared State Emergency.

25. Occupational Health and Safety

- 25.1 Management and employees have agreed to work together to continue to improve Occupational Health and Safety performance, thereby reducing costs and time losses, in accordance with the *Occupational Health and Safety Act 2000* as amended.
- 25.2 All work-related incidents and/or injuries must be reported to the appropriate Supervisor/Manager, using the Company Incident Report form.

26. Job Transportation

- 26.1 When employees are required to travel to and from work in the employer's vehicle, the employer shall provide the vehicle with suitable seating accommodation, together with a canopy to protect the employees from the weather.

27. Contract of Employment

- 27.1 Except as provided in Clause 13, Casual Employment, employment on a weekly basis shall be covered by Clause 10, Wages, and on a monthly basis by Clause 11, Salaries.
- 27.2 Employees shall perform such work as the employer shall, from time to time, reasonably require and an employee not attending for or not performing the duty shall lose pay for the actual time of such non-attendance or non-performance.
- 27.3 Notice on Termination of Employment:
- (a) Employment shall be terminated by a week's notice on either side, given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be, for employees covered by Clause 10, Wages.
 - (b) Subject to the above, employment shall be terminated by a month's notice on either side, given at any time during the month or by the payment or forfeiture of a month's wages, as the case may be, for employees covered by Clause 11, Salaries.
 - (c) During the probationary period such employment may be terminated at any time by either party with the giving of one week's notice prior to the completion of the probationary period.
- 27.4
- (a) This Clause shall not affect the right of the employer to deduct payment for any day or portion thereof during which the employee is stood down by the employer as the result of refusal of duty or misconduct on the part of the employee.
 - (b) This Clause shall not affect the right of the employer to dismiss an employee without notice for refusal of duty (other than on Occupational Health & Safety grounds) or misconduct and, in such cases, the wages shall be payable up to the time of dismissal only. In these situations the reasons for dismissal will be discussed with the union delegates. In the event of there being unresolved issues relating to such dismissal, it is agreed the employee be stood down for three days on full pay whilst these issues are resolved. In the event the dismissal stands, the three-day stand-down pay shall form part of the notice referred to in Sub-Clause 27.3 of this Clause.
- 27.5 Misrepresentation or non-disclosure of previous medical and/or employment history which may affect the employee's capabilities under multi-skilled and flexible employment opportunities shall be considered as reasons for termination of employment.
- 27.6 For the purpose of this Clause, continuous service shall be deemed not to have been broken by:
- (i) any absence from work on leave granted by the employer; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided any time so lost shall be taken into account in computing the qualifying period of three months.
 - (iii) A Letter of Appointment will be issued to all new employees, other than casuals, and an acceptance of the terms and conditions of employment will be signed by the employee.

27.7

- (i) Where permanent employees are retrenched or made redundant they will receive a benefit of four weeks' wages for each completed year of service, to a maximum of 32 weeks.
- (ii) In addition, a retrenched or redundant employee will also receive pro rata long service leave after five (5) years service and accrued annual leave plus loading.
- (iii) Security of Employment.
 - (a) It is proposed that through the limited use of casuals where genuinely necessary, significant fluctuations in numbers of permanent employees will cease during the life of this Agreement.
 - (b) Security of employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing their jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement, will maximise the security for everyone.
 - (c) It is not the Company's intention to have any forced retrenchments during the life of this Agreement.
 - (d) While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.
 - (e) The parties agree that any changes in the area of employment shall be handled in the following manner:
 - 1. Employees shall be offered other available permanent full time positions.
 - 2. An employee's skills shall be further reasonably developed to improve flexibility.
 - 3. Employee numbers shall be reduced if required, by natural attrition.
 - 4. Voluntary Retirement Schemes may be used in preference to forced redundancies.
 - (f) If the above steps do not resolve the situation, both parties agree to enter further discussions with a view to resolving the situation to the satisfaction of both parties.

28. Time and Payment of Wages

- 28.1 All employees shall be paid not later than Thursday of each week, for work up to and including the previous Friday night shift for employees covered by Clause 10, Wages and Clause 11, Salaries.
- 28.2 All monthly paid employees shall be paid by the 15th day of each month for the period from the first day of that calendar month to the last day of that calendar month for employees covered by Clause 11, Salaries.
- 28.3 It is a condition of employment that payment of wages will be by electronic funds transfer. Funds will be credited to the employee's nominated Bank Account on normal pay days. Should electronic funds transfer be temporarily unavailable, payment will be made by means of Company cheque. In these circumstances, the Company will organise prompt cheque cashing facilities.
- 28.4 Any alteration to, or enquiries regarding time sheets shall be notified to the employee prior to such alteration.

29. Union Delegates

- 29.1 The Company recognises that up to five (5) union delegates may be elected by employees.
- 29.2 An employee appointed as a delegate shall, upon notification by the union to the employer, be recognised as the accredited representative of the union to which he belongs and shall be allowed reasonable time during working hours to submit to their employer matters affecting the employees they represent.
- 29.3 A delegate shall on request be allowed reasonable time during working hours to attend to job matters affecting the union.
- 29.4 Reasonable notice of intended absence and the duration of that absence will be given to the employer in order to properly cover the union delegate's work.
- 29.5 A delegate shall be committed to following the Disputes Procedure under Clause 31 of this Agreement and shall remind the employees they represent to do so on all occasions.
- 29.6 Delegates shall demonstrate leadership, together with Management, in Occupational Health and Safety on site.
- 29.7
- (a) During the period of industrial strike action, one union delegate shall remain on site at all times.
 - (b) During the period of industrial strike action, any issues arising shall be dealt with by agreement between management and the delegate on site.

30. No Extra Claims

- 30.1 There shall be no further wage or salary increases during the term of this Award unless the official Australian CPI, as measured and published by the Australian Bureau of Statistics, in the 12-month period from 1st April, 2004, to 31st March, 2005, exceeds five per cent.

31. Disputes Procedure

- 31.1 Any dispute arising from this Award shall be dealt with in accordance with the following procedure:
- (i) The matter shall first be discussed between the employee affected and the appropriate Supervisor.
 - (ii) If not settled, the matter shall be discussed between the employee, the union delegate, the appropriate Supervisor and the Departmental Manager.
 - (iii) If not settled, the matter shall be discussed between the union delegate, an organiser of the union, the Departmental Manager and the Manager Organisation Support.
 - (iv) If not settled, either party may seek the assistance of the Industrial Relations Commission of New South Wales in resolving any dispute.
- 31.2 A maximum time limit of twenty-four [24] hours will apply to each step of the procedure set out in Sub-Clause 31.1 of this Clause.
- 31.3
- (a) While the matter in dispute is being discussed in accordance with the Dispute Procedure, work shall continue and the status quo, as applying before the dispute, shall be maintained. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this Clause.

- (b) During periods of properly convened union meetings, it is agreed that despatch/sales loaders shall continue to operate to meet customer orders/take-off demands. Failure to comply with this Sub-Clause shall result in non-payment for the duration of absence from work duties for meeting attendance.
- 31.4 Twenty-four [24] hours' notice of intended industrial action shall be given to Management in order that representatives of both parties shall meet to attempt to resolve the issue.
- 31.5 If industrial action is taken after all steps defined in this Clause have failed to reach resolution, it is agreed that the minimum level of activity defined in Clause 32 - Essential Services, shall be maintained at such times.

32. Essential Services

32.1 Objectives of this Clause:

- (i) The parties understand that only by delivering Essential Services can the Company achieve the desirable benefit of ongoing security of employment.
- (ii) The obligations imposed by this Clause apply to all parties at all times, regardless of the reasons, the nature or the extent of, industrial action, other than serious safety or environmental issues affecting employees in Essential Service activities.
- (iii) The obligations imposed by this Clause require that employees covered by this Clause perform as directed, the necessary work which is part of their usual duties, and be exempt from industrial action.

32.2 Slag Handling:

- (i) Slag Handling Essential Services shall be defined as "those activities associated with the handling and removal of Slag from the Blast Furnace and BOS sites, in a safe and environmentally compliant manner that does not impede upon BSL's operations".
- (ii) These activities include the ASMS Blast Furnace Department's activities and transport of Blast Furnace and BOS material generated from the above operations and the management of incoming material storage.
- (iii) The following Operating Procedures define the level of activity per shift:
 - (A) No.5 Blast Furnace and Air-Cooled Pits:
 - (a) Three operators.
 - (b) No.5 Blast Furnace will granulate to facilitate pit-digging only.
 - (B) BOS:
 - (a) One Pot Carrier Operator.
 - (b) One Loader Operator.
 - (C) No.6 Blast Furnace and Air-Cooled Pits:
 - (a) Three Operators to service Furnace Floors and Pot Carriers.
 - (b) One Operator to dig Pits as required, to accommodate safe Pit tipping.

(D) Transport:

- (a) Three Drivers per shift.
- (b) The Three (3) Trucks to haul an equivalent quantity of slag from No.5 Blast Furnace and No.6 Blast Furnace as that to be dug from the respective pits. This slag will be loaded from either stockpiles or directly from pits.
- (c) BOS Rubble and Clean Material will be hauled to maintain the agreed stockpile limit, having due regard to incoming material. On reaching the agreed stockpile limit, seven (7) truck loads, or the equivalent of 350 tonnes, of both Rubble and seven (7) truck loads or the equivalent of 350 tonnes of Clean will be hauled per twelve (12) hour shift.
- (d) Skulls: Once the number of skulls stockpiled reaches sixteen (16) skulls (or more) during the course of the dispute, a maximum of four (4) skulls will be hauled per twelve (12) hour shift.
- (e) During the period of industrial strike action, one union delegate shall remain on site at all times.
- (f) During the period of industrial strike action, any issues arising shall be dealt with by agreement between Management and the delegate on site.

32.3 Maintenance and Refuelling:

(a) Workshop:

One Boilermaker, one Fitter, one Auto Electrician, one Electrician, to be on standby on site in the case of an emergency and shall be paid at the appropriate rate.

(b) Furnace:

One Maintenance person to be on stand-by on site at all times during an industrial dispute for the purpose of breakdowns and safety requirements.

32.4 Refuelling:

- (i) One Refuelling vehicle and Operator as per normal shift.
- (ii) The machines to be greased and refuelled during an industrial dispute shall be Essential Services machinery such as to maintain current requirements under this Clause.

32.5 Environmental Requirements:

Water Truck and/or Road Sweeper - one Operator as per EPA's Environmental requirements.

32.6 Any new Contracts won by ASMS with BSL that includes the need to provide Essential Services, to be discussed between Management and the union and should be added to this Award through exchange of letters.

33. Clothing

33.1 Personal Protective Safety Clothing shall be issued as required, to meet relevant Departmental Personal Protective Equipment Policies.

33.2 New employees shall be provided with the following Personal Protective Safety Clothing as a minimum:

- (a) Four pairs of socks;

- (b) Four shirts;
- (c) Four pairs of trousers;
- (d) One coat or two jumpers;

33.3

- (a) The ongoing allocation of Personal Protective Safety Clothing to be worn by the employee shall operate under a points system.

The points allocated to each item of Safety Clothing are as follows :

Overalls Shirts	Cotton Drill	Navy	2
	Cotton Drill	Navy	1
		Flannel	1
Trousers Jackets	Cotton Drill	Navy	1
	Cotton Drill	Navy	2
	Bluey Jnr.	Navy	4
Sweat Shirt Socks	Blue		2 0.5

- (b) For Furnace employees only -

Overalls Shirts	Cotton Drill	Navy	2
	Cotton Drill	Navy	1
	Flannel	Navy	1
	Wool	Navy	1
Trousers	Cotton Drill	Navy	1
	Wool	Navy	1
Jackets	Cotton Drill	Navy	2
	Bluey Jnr.	Navy	4
Sweat Shirt Socks T-Shirt	Blue Wool	 Navy	2 0.5 1

The agreed number of annual points for the terms of this Award is 14.

- (c) The issue of work appropriate Safety Footwear will be on a needs/replacement basis.

- 33.4 The issue of this Safety Clothing is an obligation on the employee that such clothes will be correctly worn during employment in the employer's operations. If the employee presents for work without appropriate clothing they may be stood down until their next shift or the next day. Repeated occurrences shall be grounds for disciplinary action.
- 33.5 There will be a clothing allowance for female office employees, as set out in Part B, Wage and Allowance Rates Schedule.
- 33.6 All Personal Protective Clothing shall comply with relevant Personal Protective Equipment Safety Standards as from time to time may prevail.

34. Leave Reserved

- 34.1 Should significant matters or changes occur during the currency of this Award, it is agreed that an exchange of letters between the Company and the union will be implemented to cover agreed matters.

35. Superannuation

- 35.1 The employer shall contribute to a Superannuation Fund, which complies with the Act and Regulations, on behalf of each eligible employee, a superannuation contribution of nine (9) per cent of such eligible employee's ordinary-time earnings from the date of operation of this Award, and shall be varied during the term of this award, according to relevant changes to the Act and Regulations.
- 35.2 An employee may choose to make additional contributions into the employees Superannuation Fund from his/her weekly pay.
- 35.3 An employee who chooses to make additional superannuation contributions must authorise the Company, in writing, to pay a specified amount into his/her Superannuation Fund.
- 35.4 Employees shall have the right to adjust the amount of additional contributions, in writing, from the 1st July each year.

36. Personal/Carer's Leave

- 36.1 Use of Sick Leave:
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in Sub-Paragraph (ii) of Paragraph (c) of this Sub-Clause who needs the employee's care and support shall be entitled to use, in accordance with this Sub-Clause, any current or accrued sick leave entitlement, provided for in Clause 23 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or Statutory Declaration, the illness of the person concerned and that the illness is such as to require care by the employee. In normal circumstances, an employee must not take carer's leave under this Sub-Clause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this Sub-Clause is subject to:
 - (i) the employee being responsible for the care of the person concerned, and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a defacto spouse who, in relation to a person, is a person of the opposite sex to the firstmentioned person who lives with the firstmentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step-child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee; or spouse or defacto spouse of the employee; or
 - (d) a same-sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and 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.

36.2 Unpaid Leave for Family Purpose:

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Sub-Paragraph (ii) of Paragraph (c) of Sub-Clause (1) of this Clause, who is ill.

37. Anti-Discrimination

37.1 Refer to Appendix B.

38. Union Dues Deduction

- 38.1 The Company shall deduct union membership fees (not including fines and levies) from the pay of an employee, provided that:
- (i) the employee has authorised the Company to make such deductions in accordance with Sub-Clause 2 herein;
 - (ii) the union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount;
 - (iii) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee, and
 - (iv) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 38.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including any variation in that fee affected in accordance with the union's rules) that the union advises the Company to deduct.
- 38.3 Monies so deducted from employees' pays shall be remitted to the union on a monthly basis, together with the necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts.
- 38.4 The union shall advise the Company of any change to the amount of membership fees made under its rules, provided it does not occur more than once in any calendar year. The union shall give the Company a minimum of two months' notice of any such change.
- 38.5 An employee may at any time revoke in writing, an authorisation to the Company to make payroll deductions of union membership fees.

39. Other

- 39.1 As soon as possible, but no later than six (6) months after ratification of this Award by the Industrial Relations Commission, the Company and employees shall conclude an Incident Procedure and outline a clear definition of the Employee Warning System.
- 39.2 The Parties to this Enterprise Award agree to commence negotiating the revision of appropriate clauses six (6) months prior to the expiry date of this Award.
- 39.3 The Company agrees to recognise adherence to this Award by providing a Christmas Hamper to all current employees subject to this Award.

PART B**WAGE AND ALLOWANCE RATES SCHEDULE****1st April 2005 to 31st March 2008**

Increase % Date Applicable		(1)	(2)	(3)
		4% 1st April 2005 \$	4.75% 1st April 2006 \$	4.75% 1st April 2007 \$
Entry Level	per hr	21.00	22.00	23.04
Level 1	"	21.25	22.26	23.31
Level 2	"	23.22	24.32	25.48
Level 3	"	23.99	25.13	26.32
Level 4	"	25.06	26.25	27.50
Level 5	"	26.10	27.29	28.54
Quality Management Officer	"	29.22	30.61	32.07
Product & Process Engineer	"	31.81	33.32	34.51
Leading Hand (Relief)	"	13.34	13.97	14.64
Leading Hand	per week	66.76	69.93	73.25
Meal Ticket	each	10.70	11.25	11.75
Relief Supervisor	per hr	3.53	3.69	3.87
Tool Allowance	per week	12.60	13.20	13.83
Electricians Allowance	"	30.27	31.71	33.22
Shift Workers working:				
(i) Night shift, Afternoon shift	38hr week	148.55	155.61	163.00
(ii) Night shift only	38hr week	178.25	186.71	195.58
(iii) Afternoon shift	38hr week	178.25	186.71	195.58
(iv) Rotating Shifts	38hr week	178.25	186.71	195.58
Employees working shift work for one or more weeks during their normal four-week cycle	per shift	50.52	52.92	55.44
Clothing Allowance for female employees	per annum	506.12	530.16	555.34

APPENDIX A**INTEGRATED WORK GROUPS**

It is agreed that the development of integrated work groups is a key to the future of the organisation and its employees. To this end the organisation supports the concept that people need to have responsibility and authority to control the things which impact on their jobs, and therefore, should be promptly and adequately informed on the matters impacting on their work groups. Equally group members have a responsibility to seek out information that is important to team effectiveness.

Groups given the resources and authority to make decisions have responsibility for the outcome they control.

It is accepted that groups may require training to accept the responsibilities recognised as appropriate for the group and such training will be provided through the training plan. The group will decide when it is ready to accept the responsibilities. In order to understand decision making and responsibility, four key areas of decision making and responsibility, reflecting the interaction between the organisation and the work groups, have been defined as follows:

Managerial Decision-Making - This process would involve management making decisions in some areas and keeping the groups informed of these decisions and

any matters arising as a result.

Joint Decision-Making - This process would involve a process of shared agreement being reached by management and the work groups before any action was taken.

Participative Decision-Making - This process involves work groups taking total responsibility for decision making without any prior reference to management.

Consultative Decision-Making - This process would involve management seeking workforce/team input on organisational issues; however, management would make the final decision and take responsibility.

1. Consultation Approach:

- 1.1 The consultation process defined in the context above should be broad and widespread, and must be entered in good faith with a genuine approach to reach a resolution.
- 1.2 The consultation process provides the "opportunity" for those concerned to contribute to the Management decision-making process.
- 1.3 Consultation involves all relevant parties being afforded an opportunity to understand the nature and impact of a proposed change, contributing their considered opinion, and receiving a fair consideration of their contribution before Management makes the final decision on the implementation of change.
- 1.4 However, if that opportunity is abused or abandoned, Management can only consider the (limited) contribution in the decision-making process.
- 1.5 Consulting "for as long as it takes" is not conducive to genuine consultation.
- 1.6 Improvement changes are continual. However, the Company cannot be constrained and subject to "paralysis by consultation".
- 1.7 The following is a recommendation of a simple process for an effective consultation process in the decision-making process.

2. Consultation Period:

- 2.1 Change at ASMS is inevitable and is necessary to ensure its ongoing viability.
- 2.2 The Company does not propose to "consult to death" an issue where change is required for Occupational Health & Safety reasons, efficiency and productivity improvements or compliance.
- 2.3 Parties involved in the consultation process must have the authority to agree and to bind their respective constituency.
- 2.4 The Company considers a maximum period of one (1) month of genuine consultation in good faith is sufficient to arrive at a resolution.
- 2.5 However, it may well be that the significance of an issue will demand protracted consultation.

- 2.6 In the event that at the end of the consultation process, both parties agree the consultation process is progressing, an agreed additional timeframe may be invoked.

3. The Consultation Process

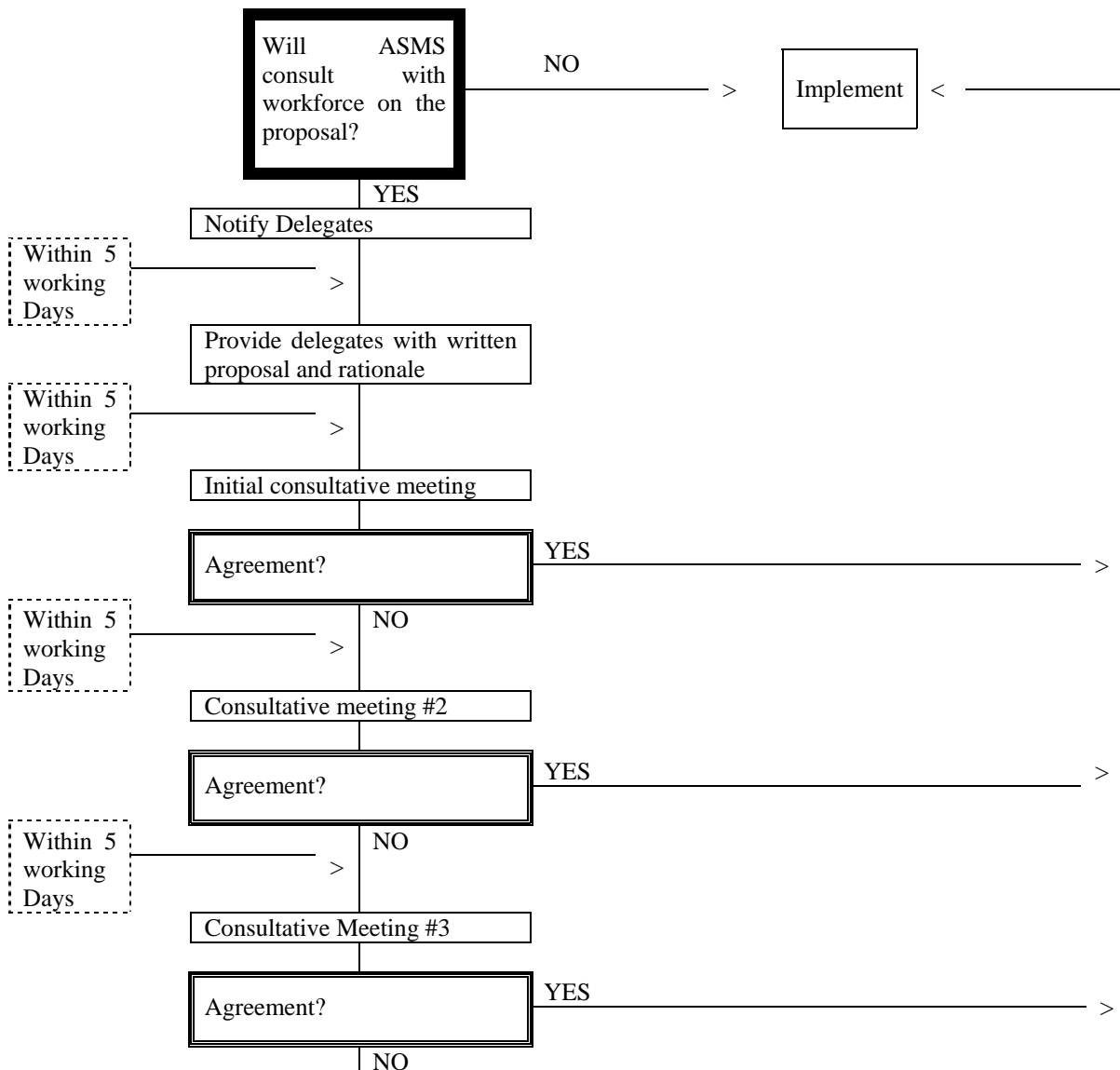
- 3.1 This process does not embrace the adherence to otherwise agreed practice or elements contained within the ASMS Enterprise Award.
- 3.2 Management shall notify union delegates of a proposal to bring about workplace change.
- 3.3 Within five (5) working days after notification, Management shall provide delegates with a written proposal and the proposal rationale.
- 3.4 A Consultation Meeting between Management and an employee representation delegation shall be convened within five (5) working days after step 4.3, to afford employees a fair opportunity to develop a considered response, in writing, to the proposal.
- 3.5 At the initial Consultative Meeting, Management will table and discuss the proposal and rationale. Delegates will, in turn, table the response and any counter-proposal.
- 3.6 Consultative Meetings should be structured to ensure they do not to extend beyond one (1) hour.
- 3.7 Both parties will engage the consultation process in good faith and with a genuine attempt to resolve any differences.
- 3.8 When, at any point in the process, agreement is achieved, (such agreement shall be recorded in the Meeting Minutes), Management will swiftly implement the decision within the agreed timeframe.
- 3.9 In the event the implementation process is frustrated, an immediate resumption of consultation should commence.
- 3.10 In the event an agreed position cannot be achieved in the initial meeting (Step 4.5), both parties are to be provided further time to reconsider their proposal/response, and convene a second Consultative Meeting within five (5) working days (maximum).
- 3.11 Repeat step 3.10 if agreement is not reached after the second Consultative Meeting.
- 3.12 If, after the third Consultative Meeting and the process fails to reach agreement, and it is accepted as pointless to pursue the matter further, (now twenty (20) working days has elapsed), either party shall notify the other in writing by 5.00 pm the following day that the consultative process is considered exhausted and also the rationale behind the decision.
- 3.13 Alternatively, where further meetings are agreed to be worthwhile, additional meetings will be convened within five (5) working days maximum, until either party feels the process is exhausted, or an implementation decision is achieved.
- 3.14 After all attempts to come to agreement have failed and the consultation process is exhausted, the Company may assess/modify the proposal, taking into account any progress achieved through the consultative process with a view to implementation.
- 3.15 Through the Consultation Process period the status quo will remain (as per Clause 33.3 of the ASMS Enterprise Award) and there will be no industrial action.
- 3.16
- (i) However, prior to implementation the Company will notify delegates by 5.00 pm the following day from the last Consultative Meeting of a "cooling off" period of five (5) working days, in which both parties will have a period to consider their respective positions.

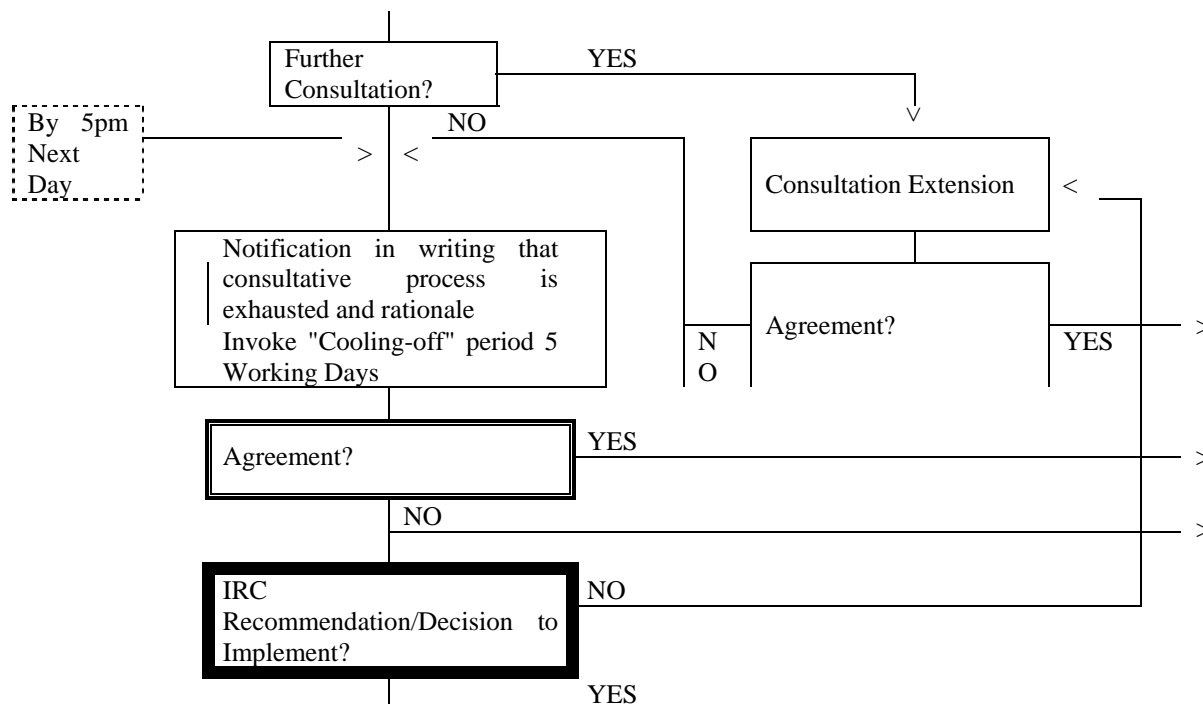
- (ii) This may require the matter to be referred to the NSW Industrial Relations Commission. Notification would need to be sufficiently early for the matter to be heard during the "cooling off" period.

3.17 Where the issue is considered so significant as to seek outside assistance to achieve a resolution, a Notice of Dispute is filed before the NSW Industrial Relations Commission. The Commission may Direct/ Recommend both parties to further consultation if it believes the consultation process has been prematurely concluded.

3.18 The proposed changes shall proceed to implementation where:

- (i) There is agreement to change, or
- (ii)
 - (a) Consultation is declared exhausted, and
 - (b) At the conclusion of the "cooling off" period, or
- (iii) It is an outcome of proceedings in the Commission.





APPENDIX B

ANTI-DISCRIMINATION

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

NOTES:

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

"Nothing 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."

APPENDIX C

TWELVE [12]-HOUR SHIFT DETAILS

1. Objective:

This Appendix is to highlight those specific Clauses referring to Twelve [12] Hour Shift Employees.

2. Hours: (Refer Clause 6.5)

Twelve [12]-Hour Continuous Shift Operation:

- (a) The ordinary hours of duty will be twelve [12] hours each shift. The hours rostered will average forty-two [42] hours per week over the roster cycle of four [4] weeks, except for those employees who work an eight [8]-week cycle.
- (b) Day shift will commence at 6.00 a.m. and conclude at 6.00 p.m.
- (c) Night shift will commence at 6.00 p.m. and conclude at 6.00 a.m. the next day.
- (d) All employees must be on the job and ready for work and to have relieved the previous shift, by the designated start-time, as appropriate.
- (e) Furnace Department employees shall work a shift overlap of twenty [20] minutes, to ensure transfer of operational information.
- (f) Relief on the job: In the event the incoming shift relief at the Furnace Department does not arrive, employees may be required to remain on the job until a replacement is arranged, to provide continuity of production or service, or for up to a maximum of two [2] hours.

3. Meal Breaks: (Refer Clause 16.5)

- (a) Two [2] thirty-five minute meal breaks may be taken and shall be counted as time worked. These breaks should be arranged so they are taken approximately four [4] hours apart, at a time to best suit the needs of the operation.
- (b) An employee required to work an overtime shift shall be entitled to the normal meal breaks of that shift.
- (c) Two [2] meal dockets will be issued per 12-hour overtime shift.
- (d) Sub-Clause 5. (c) of Clause 16. will not apply where the employee has been notified twenty-four [24] hours prior to the shift required to work.
- (e) Meal Ticket rate - an amount per ticket, as set out in Part B, Wage and Allowance Rates Schedule.

4. Public Holidays: (Refer Clause 18.4)

- (a) Shift Workers rostered off on a Public Holiday will accrue an additional day off, or if requested by the employee, be paid out as hours within that pay period.

- (b) An employee may accrue an unpaid Public Holiday, provided that, at any one time, up to a maximum of four [4] accrued unpaid Public Holidays may be accumulated.
- (c) Where an employee intends to take accumulated unpaid Public Holidays, a written application form must be submitted prior to and approved by the employee's Supervisor/Manager, in writing, giving at least twenty-four [24] hours' notice.

5. Annual Leave: (Refer Clause 20.2)

- (a) Basis of Payment:

An employee's annual leave entitlement is governed by the terms of the *Annual Holidays Act 1944*, which describes entitlements in "weeks". The Act stipulates that an employee is entitled to "4 weeks" annual leave, plus an additional "week" for a year working a 7-day roster, totalling five [5] weeks per annum.

Payment for annual leave will continue to be paid according to the days rostered on to work during each week of annual leave (Pay by Roster).

- (b) Annual leave will be credited in weeks and when taken will be deducted by the week.

6. Sick Leave: (Refer Clause 23.7)

One day is deemed twelve [12] hours paid and accrued at single time.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(708)

SERIAL C4059

OMYA (AUSTRALIA) PTY LIMITED - BATHURST ENTERPRISE AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Omya Australia Pty Ltd.

(No. IRC 4846 of 2005)

Before Mr Deputy President Sams

23 September 2005

AWARD

1. Title

This award shall be known as the Omya (Australia) Pty. Limited - Bathurst -Enterprise Award 2005.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Scope of Award
5.	Relationship to Parent Award & Enterprise Agreements
6.	Date and Period of Operation
7.	Aim of Award
8.	Classifications
9.	Pay Rates
10.	Joint Consultative Committee
11.	Hours
12.	Overtime
13.	Holiday Leave & Other Leave
14.	Respirators, Protective Clothing
15.	Grievance Procedure
16.	Disciplinary Procedure
17.	Training
18.	Job Security and Redundancy
19.	Contract of Employment
20.	Anti-Discrimination
21.	Declaration
22.	Future Negotiations
23.	No Extra Claims

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

Appendix A - Classification Structure

3. Parties Bound

This Award shall be binding upon:

Omya (Australia) Pty Limited (the "Company") in respect of its operations located at Vale Road, Bathurst, and Cow Flat, Bathurst;

The Australian Workers Union, New South Wales (the "AWU");

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) (the "AMWU"); and

The Electrical Trades Union of Australia, New South Wales Branch (the "ETU").

The AWU, the AMWU and the ETU are referred to in this Award as the "Unions."

4. Scope of Award

4.1 This Award shall apply to employees of Omya (Australia) Pty. Limited at the Vale Road Bathurst plant engaged in the milling, pulverising, coating, packaging and despatch of limestone and maintenance who are members or eligible to be members of one or other of the Unions and who are employed in one or other of the Production and Maintenance classifications set out in Appendix A of this Award. (hereinafter referred to as "Production and Maintenance employees").

4.2 This Award shall also apply to employees engaged in quarrying at the Bathurst quarry who are members or eligible to be members of one or other of the Unions and who are employed in one or other of the Quarry Worker classifications set out in Appendix A of this Award.(hereinafter referred to as "Quarry employees").

5. Relationship to Parent Awards

This Award rescinds and replaces in total the terms and conditions of the Omya (Australia) Pty Ltd Bathurst Enterprise Award 2002.

This Award will be read in conjunction with the following Awards:

the Metal Engineering and Associated Industries (State) Award;

the Electricians (State) Award; and

the Quarrying Industry (State) Award.

In the event of any inconsistency with the above awards, this Award, namely the Omya (Australia) Bathurst Enterprise Award 2005, will operate to the extent of the inconsistency. Otherwise the said award shall apply.

6. Date and Period of Operation

6.1 This Award shall commence on 23 September 2005 and shall remain in force until 21 July 2008.

6.2 This award rescinds and replaces the Omya Australia Pty Limited Bathurst Enterprise Award 2002 published 24 January 2003 (338 I.G. 7).

6.3 The parties agree that if at any time after 21 January 2008 one or more of the Unions serves a letter on the Company requesting the commencement of negotiations for a new award, then the Company must commence those negotiations within 14 days of receipt of such a letter.

7. Aim of Award

- 7.1 This Award aims to further develop a flexible and multi-skilled workforce allowing a "team" approach to all activities. This team approach allows any employee to perform any task on site for which that employee is appropriately trained.
- 7.2 The parties acknowledge that the Company engages contractors from time to time at the Bathurst quarry to provide services that, by determination of the Company, are more efficiently provided by external contractors. This practice, at the determination of the Company, shall remain. Vale Road maintenance employees may also continue to be utilised for quarry maintenance if required.

8. Classifications

8.1 Workplace Skills and Activities

The following are workforce skills/activities which employees may be asked to perform. No-one shall be asked to perform any activities without adequate training.

Communication skills

Occupational Health and Safety

Production and Process

Product Packaging

Material Handling

Despatch of Product

On-line Minor Maintenance and Lubrication

Complete Maintenance (Electrical and Mechanical)

Problem Solving/Team Skills

Quality, Sampling and Testing

Instructing and Training

Leading Hand and Supervisory

Specialist Skills

General Duties: cleaning, amenities, grounds

8.2 Utilisation of Skills

- (a) Employees shall be employed to carry out such duties as may be directed by the Company from time to time subject to the limits of their skill, competence, training and obligations of the *Occupational Health and Safety Act 2000* (NSW).
- (b) The purpose of requiring employees to work in any or all of these areas is to promote flexibility in skill utilisation and not to promote deskilling.
- (c) Any employee may at any time carry out such duties and use such tools and equipment as may be directed by the Company provided that the employee has been properly trained in the use of such tools and equipment.

- (d) The parties agree that employees at the Bathurst quarry may undergo training to become qualified and proficient in all operations of the quarry including training in Front End Loader operation and Excavator operation.
- (e) Disputes arising in relation to the operation of this clause shall be dealt with in accordance with Clause 15 Grievance Procedure following prior consideration of the issue in accordance with the consultative mechanism in Clause 10.

8.3 Classification Structure

Employees shall be classified in accordance with Appendix A. Two classification structures shall apply for:

Production and Maintenance employees; and

Quarry employees.

8.4 Progression and Entry to Work Team

All employees will be encouraged and assisted to progress to the highest level personally attainable consistent with the needs of the workplace and employees' career paths.

9. Pay Rates

9.1 All pay rates are total pay rates excluding allowances listed in 9.4.

9.2 Rates of pay were increased by 4% from the first full pay period on or after 21 July 2005. Level 4 and Level 5 Production and Maintenance Employees received a \$20.00 per week (gross) allowance from the first full pay period on or after 21 July 2005, in return for the Level 4 and Level 5 Production and Maintenance employees agreeing to perform additional quality assurance laboratory duties.

Rates of pay will increase by 4% on the first full pay period on or after 21 July 2006.

Rates of pay will increase by 4% on the first full pay period on or after 21 July 2007.

Rates of pay applicable prior to the commencement of this Award are shown in the table appearing at 9.3.

Rates of pay applicable from first full pay period on or after 21 July 2005 are shown in column 1 of Table 1 of Part B of this Award.

Rates of pay applicable from first full pay period on or after 21 July 2006 are shown in column 2 of Table 1 of Part B of this Award.

Rates of pay applicable from first full pay period on or after 21 July 2007 are shown in column 3 of Table 1 of Part B of this Award.

9.3 Rates of Pay Prior to the commencement of this Award

Base Hourly Rates		
Production and Maintenance Employees - Classification	\$/Week	\$/Hour
Level 11 - Electronics Tradesman	1020.21	26.85
Level 10 - Advanced Engineering Tradesperson II (Maintenance. Planner)	985.53	25.93
Level 9 - Engineering Tradesperson Special Class II	914.31	24.06
Level 8 - Engineering Tradesperson Special Class I	844.22	22.21
Level 7 - Engineering Tradesperson II / Plant Electrician	809.54	21.30

Level 6 - Engineering Tradesperson I	774.33	20.38
Level 5 - Senior Plant Controller	774.33	20.38
Level 4 - Plant Controller	745.77	19.63
Level 3 - Operator	725.37	19.09
Level 2 - Operator	665.68	17.52
Level 1 - Entry Level Operator	599.37	15.77
Notes:		
1. Hourly Rate includes Tool Allowance Levels 5 and above.		
2. Hourly Rate includes First Aid Allowance where applicable.		
3. Electricians Licence to be added into hourly rate.		
4. To progress from level 2 to level 3 an existing Operator must:		
a. Carry out quality sampling and testing for his/her area of work.		
b. Carry out feed preparation at Moss Vale.		
c. Be able to do basic milling circuit stop/start/fault reading at Bathurst.		
5 To progress from level 3 to level 4 an existing Operator must:		
a. Carry out Quality Control and process efficiency checks on milling circuits.		
b. Carry out higher level of routine minor maintenance than currently.		
c. Carry out laboratory duties as directed		
6. To progress from level 4 to level 5 an existing Operator must obtain a Trade Qualification or equivalent qualification recognised by the Company.		
7. Tradesmen at level 6 and above must be able to operate milling circuits if so required		
Quarry Employees - Classification	\$/Week	\$/Hour
Grade 1 - Quarry Worker Grade 1 (Trainee)	565.85	14.89
Grade 2 - Quarry Worker Grade 2 (Attendant)	597.61	15.73
Grade 3 - Quarry Worker Grade 3 (Advanced Attendant)	629.24	16.56
Grade 4 - Quarry Worker Grade 4 (Operator)	660.76	17.39
Grade 5 - Quarry Worker Grade 5 (Skilled Operator)	676.57	17.80
Grade 6 - Quarry Worker Grade 6 (Advanced Operator)	692.39	18.22
Grade 7 - Quarry Worker Grade 7 (Special Class Operator)	705.04	18.55

9.4 Allowances

Allowances will be increased on the dates identified for wage adjustments.

Allowances applying from 21 July 2005 are shown in Table 2 of Part B of this Award. The allowances below are the allowances prior to the making of this Award.

(a) Shift Allowance

Day -	\$10.73/shift
Afternoon -	\$21.44/shift
Night -	\$32.15/shift

(b) Leading Hand

\$10.99 per 8 hour shift

Typical Duties Required for a Leading Hand.

Allocate work.

Ensure correct time keeping.

Ensure paperwork etc completed.

Check on quality and safety of work.

Report when consumable stocks become low.

Ensure problems etc are reported.

Organise replacement overtime/callouts.

Ensure breakdown repairs are organised.

(c) First Aid (to be included in hourly rate)

\$13.18 per week

(d) Tool Allowance (is included in hourly rate)

\$13.33per week

(e) Electricians Licence (is included in hourly rate)

\$32.44per week

9.5 Safety Net Clause

This Award reflects a joint commitment by the Company, its employees and the Unions to provide workplace and employment conditions in which the services of the Company can be delivered in an efficient, flexible and profitable manner.

The parties recognise that previous work organisation and industrial agreements have developed and implemented positive changes to the enterprise. It is the intention of the parties to continue to negotiate and reach subsequent agreements or awards that will be registered through the Industrial Relations Commission of New South Wales.

10. Joint Consultative Committee

The parties covered by this Award shall participate in a consultative mechanism with appropriate representation of employer and employee(s) and/or the Unions with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise.

The representatives of production and maintenance employees and quarry employees may meet for the purposes of finalising an agreement. Such representatives shall be entitled to full pay and travel. Travel for the purposes of the registration of any agreement in the Industrial Relations Commission of New South Wales shall also be covered by this clause.

The Company shall continue the consultative process currently being conducted with employees. The consultative process is the cornerstone to employees understanding the progress and difficulties of the Company. It also allows for a sharing of ideas. The frequency of these meetings should be negotiated at each site.

11. Hours

11.1 Day Workers

(a) The ordinary hours of work shall be 38 hours per week and be between 6.00 am. and 6.00 p.m., 7 days/week.

(b) Ordinary hours worked per day may be increased from eight hours and up to 12 hours on a site where the Company, the Unions and the majority of employees agree provided that the ordinary hours do not exceed an average of 38 hours per week. Seven day roster arrangements may be introduced at a site where the Company, the Unions and the majority of employees agree.

Ordinary hours are to be paid at single time except where subclause (h) Saturdays, Sunday and Holidays applies.

- (c) The methods of implementation referred to in (b) above shall be any one of the following:-
- (i) by employees working less than eight ordinary hours on one or more days each week; or
 - (ii) by fixing one day on which all employees will be off during a work cycle of 152 ordinary hours; or
 - (iii) by rostering employees on various days of the week during a work cycle of 152 ordinary hours so that each employee has one day off during that cycle; or
 - (iv) by accumulating RDO's to be taken in a block at a time mutually suitable to the Company and the employee and if agreed by both parties.
- (d) Provided that, except as otherwise provided herein, not less than seven (7) days notice shall be given to weekly employees of a rostered day off.
- (e) Where a rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternate day in that four week cycle or the next cycle is agreed between the Company and the employee.
- (f) The Company shall be entitled to fix the start and finish times for each site or section within the spread of hours agreed in (b) and to alter them either by mutual consent or by giving employees one week's notice.
- (g) Meal break time is unpaid and must be additional to the agreed hours of work. An employee shall not work for a longer period than 5 hours without a meal break.
- (h) Saturdays, Sundays and Holidays
- (i) Workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and a half for all ordinary hours worked.
 - (ii) Workers required to work on Sundays (midnight Saturday to midnight Sunday) as part of their normal roster shall be paid at double time for all hours worked.
 - (iii) Workers required to work on Public Holidays as part of their normal roster shall be paid at double time and a half for all hours worked.
 - (iv) The above extra rates are paid in substitution for and are not cumulative upon shift work allowances prescribed in subclause 9.4.

11.2 Shift Work

(a) Requirements

All employees are engaged on the basis that with one week's written notice, they may be required to work shifts as required by the Company.

(b) Hours

The average ordinary working hours of shift workers shall be fixed by normal agreement between the Company and the employees but shall not exceed an average of 38 hours per week over a four week period. Shifts shall be eight hours per day provided that shifts up to 12 ordinary hours may be worked where the majority of the Company, the Unions and the affected employees agree.

(c) Roster

Shifts shall be rostered so as to provide for weekly change of shifts unless otherwise agreed. The Company shall be entitled to fix the shifts rostered for each site or section and alter them by mutual consent or by giving one week's notice.

(d) Rostered Days Off

Rostered Days Off shall be organised according to a roster or other arrangement under Clause 11.1(c)

(e) Meal Break

Twenty minutes meal time shall be allowed to shift workers which shall be paid as time worked. These breaks shall be at a convenient time agreed with the Company.

(f) Changeover

Leading hands or supervisors are required to arrange relief when an employee is unable to attend his/her shift. Employees who are unable to attend their shift must endeavour to contact the lead hand or supervisor in advance.

(g) Saturday, Sunday and Holidays

(i) Shift workers required to work on Saturdays (midnight Friday to midnight Saturday) as part of their normal roster shall be paid at time and half for all ordinary hours worked.

(ii) Shift workers required to work on Sundays (midnight Saturday to midnight Sunday) as part of their normal roster shall be paid at double time for all hours worked.

(iii) Shift workers required to work on Public Holidays as part of their normal roster shall be paid at double time and half for all hours worked.

(iv) The above extra rates are paid in substitution for and are not cumulative upon shift work allowances prescribed in subclause 9.4.

(h) Roster

The Company shall be entitled to fix the shift rosters for each site or section and alter them by mutual consent or by giving employees one week's written notice.

(i) Swapping Shifts

Employees may swap shifts by private arrangement between each other provided that:-

both employees obtain their supervisor's prior approval;

time records show the employee who actually worked the shift and the employee who was rostered to work the shift; and

the Company will pay the employees for the shifts actually worked.

(j) Overtime

Shift workers shall be paid for all overtime at the rate of time and a half for the first two hours and double time thereafter, except overtime work on a public holiday shall be paid at double time and a half.

11.3 Casual Employees

A casual employee for ordinary working time shall be paid per hour one-thirty eighth of the weekly rate for the work which he/she performs plus 15 per centum for a minimum payment of four hours per day, plus 1/12th of the hourly rate for annual leave. This penalty shall be in lieu of payment for sick leave, personal leave, annual leave and public holidays. Casual employment or labour sourced from a labour hire supplier will be limited to 6 months. Provided that by consultation with the employees and the Union, casual employment or labour sourced from a labour hire supplier may be extended beyond six months.

11.4 Part-Time Employment

- (a) An employee may be engaged by the week to work on a part-time basis for a constant minimum number of hours each week which shall be less than 38 hours.
- (b) The spread of hours shall be the same as those prescribed in subclause (11.1) Day Workers.
- (c) Any hours worked in excess of 38 per week shall be paid at overtime rates.
- (d) An employee so engaged shall be paid one thirty eighth of the weekly rate for each hour worked except as provided for in (c) above.
- (e) All other entitlements such as sick leave, annual leave and long service leave shall be provided on a pro rata basis.
- (f) Supply of protective clothing will be in accordance with Clause 14 of this Award.

12. Overtime

12.1

- (a) All work done in excess of an employee's ordinary hours shall be overtime and shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (b) All time worked on Sundays by day workers shall be paid for at the rate of double time, and all time worked on public holidays by day workers shall be paid for at the rate of double time and a half.
- (c) An employee required to work overtime for more than two hours after his/her ordinary ceasing time and who has not been notified before leaving his/her work on the previous day or earlier that he/she would be required to work such overtime, shall either be supplied with a meal or paid the sum of \$7.20 in lieu thereof and, if the work extends beyond that meal, he/she shall be paid a further sum of \$7.20 for each subsequent meal which falls within that period of overtime.
- (d) An employee, after completion of overtime work (except for meal breaks) after his/her usual time shall, provided he/she would ordinarily be required to take up duty at the time fixed for the commencement of the next ordinary day's work, be entitled to be absent until he/she has had eight consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence. In the case of call outs this provision will only apply if the employee does not have 8 consecutive hours off duty between normal finishing time and normal starting time for the next rostered shift. Should this occur again immediately after the second shift, the time off entitlement will rise to 10 hours. If, on the instruction of the Company, any employee resumes work without having had the appropriate time off duty he/she shall be paid at double time rates until relieved from duty to take such rest period and he/she shall then be entitled to be absent until he/she has had the entitled consecutive hours off duty, without deduction of pay for ordinary time off duty occurring during such absence.
- (e) Overtime will not be paid except where it has been authorised by the Company. Overtime is not payable when arranged between the employees themselves.

- (f) Employees who are rostered to work overtime and cannot attend must notify the Company prior to the shift to allow alternate arrangements to be made.
- (g) Shift workers will not be paid overtime for the purpose of effecting the customary rotation of shifts.
- (h) For the purposes of calculating overtime, each day shall stand alone.

12.2 Call Out

Employees who are called out after having completed their day's work shall be paid for not less than four hours at the appropriate overtime rate.

13. Holiday Leave & Other Leave

Payment (to the amount which would ordinarily have been paid had the day been a working day) shall be made for the following days or the days upon which they are observed: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other day gazetted or proclaimed as a public holiday within the State and observed in the locality of the enterprise. One day per annum on a date of mutual agreement between employees and the Company shall be a holiday as the picnic day of the AWU, the AMWU and the ETU.

Employees not required to work on the said Picnic Day shall be paid for the holiday at the ordinary rates of pay prescribed in Clause (9), Pay Rates of this Award.

No deduction shall be made from the wages of a weekly hand for holidays not worked and if work is done on a holiday the employee shall be paid at the rate of double time and a half for the time worked with a guarantee of four hour's pay.

When an employee is absent from his/her employment on the working day before or after a holiday without a doctor's certificate or without the Company's consent, the employee shall not be entitled to payment for such holiday.

13.1 Long Service Leave

See *Long Service Act*, 1955 as amended.

13.2 Annual Leave

See *Annual Holidays Act*, 1944.

13.3 Annual Leave Loading

- (a) In this Clause the *Annual Holidays Act*, 1944, is referred to as "the Act".
- (b) Before an employee is given and takes his/her annual holiday, or where, by agreement between the Company and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Company shall pay the employee a loading determined in accordance with this clause.
- (c) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under the Act and this Award.
- (d) The loading is the amount payable for the period or the separate period as the case may be at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his/her annual holiday together with all purpose allowances where applicable.

- (e) Employees who take annual leave in advance shall be paid a pro rata amount of annual leave loading as if the annual leave had fully accrued. Provided that, if the employee leaves his/her employment with the Company for any reason prior to the period of the annual leave, loading that was paid in advance shall be deducted by the Company from any monies owing to the employee.
- (f) Where, in accordance with the Act, the Company's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned: -
 - (i) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (d) of this Clause;
 - (ii) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act, a pro rata amount for annual leave loading in proportion to the accrued entitlement;
- (g)
 - (i) When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.
 - (ii) Except as provided by paragraph (i) of this subclause, no loading is payable on the termination of an employee's employment.
- (h) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

13.4 Other Leave

- (a) Bereavement Leave
 - (i) An employee shall, on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law, grandmother, grandfather, brother, sister, child or stepchild 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 ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the Company.
 - (ii) This Clause shall have no operation while the period of leave under it coincides with any other period of leave.
 - (iii) For the purpose of this Clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.
- (b) Jury Service
 - (i) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage

he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

- (ii) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

(c) Compassionate and Discretionary Leave

In circumstances where genuine need and hardship arises an employee shall be entitled to request leave from the Plant Manager. Such leave could be with or without pay depending on circumstances.

13.5 Sick Leave

- (a) The parties commit to reducing the incidence of sick leave and carer's leave to a satisfactory level, that being an average of five (5) days per annum per employee.

- (b) Reasonable paid sick leave will be available to any employee unable to attend and fulfil nominated work requirements as a result of legitimate illness or injury.

- (c) The Company will approve for payment, reasonable and legitimate requests for sick leave but reserves the right to:

require Doctor's Certificates in instances of frequent short duration and longer term illnesses;

refer an employee to an independent medical practitioner at the Company's expense;

limit the duration of paid sick leave where the leave is assessed as unreasonable after considering all aspects of an employee's employment, including the history of sick leave taken by an employee during the course of his or her employment and the nature and cause of the illness or injury;

refuse paid sick leave where the illness or injury is a result of misconduct or negligence.

- (d) The employee is to notify the Company of the inability to attend for duties, the nature of the illness and incapacity and the estimated duration of the absence within 8 (eight) hours of the commencement of the absence.

- (e) Breaches of notification, failures to provide necessary medical evidence and unusual or excessive taking of sick leave determined by Management shall be discussed between the representatives of the Company, the employee and an official of the relevant Union and the appropriate action determined.

- (f) Employees are not required to supply Doctor's certificates for up to two (2) single days sick leave per annum. An additional two day's sick leave shall be allowed without the production of a Doctor's certificate, however for these two days only the employee shall be required to produce a statutory declaration stating the employee was unable to attend for duty and declare the illness or injury. Any sick leave in excess of four (4) days per annum must be substantiated with a Doctor's certificate. All Doctor's certificates shall state the period of illness or injury and state the nature of the illness or injury.

- (g) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to worker's compensation.

- (h) Any dispute about the application of this clause will be dealt with in accordance with clause 15, Grievance Procedure, of this Award.

Leave Reserved

The parties agree that if there is not a reduction in the incidence of sick leave taken to an average of five days per annum per employee within the first and subsequent years of this Award, the Company may apply to the Industrial Relations Commission to vary this clause to impose a limit on the amount of sick leave that may be taken by an employee in a single year.

13.6. Personal / Carer's 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 subclause (a)(iii)(b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, up to 5 days of accrued sick leave, provided for in clause 13.5 Sick Leave in each year of service, for absences when the employee is genuinely required to provide care and support for such persons when they are ill. Such leave may be taken.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the defacto 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 subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking

such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company 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 Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause (a)(iii)(b) who is ill.

(c) Annual Leave

(i) An employee may elect with the consent of the Company, 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 subclause (c)(i), 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 single day absences, until at least five consecutive annual leave days are taken.

(d) Time Off in Lieu of Payment for Overtime

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

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

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

(iv) Where no election is made in accordance with the said subclause (d)(i), the employee shall be paid overtime rates in accordance with the award.

(e) Make-up Time

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

(ii) An employee on shift work may elect, with the consent of the Company, 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.

(f) Rostered Days Off

(i) An employee may elect, with the consent of the Company, to take a rostered day off at any time.

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

- (iii) An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or the Company.
- (iv) This subclause is subject to the Company informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

14. Respirators, Protective Clothing Etc.

- 14.1 Where necessary, the Company shall provide free of charge, safety equipment and protective clothing appropriate to the employee's duties. Such equipment shall be properly maintained and used by the employee.
- 14.2 All equipment issued in accordance with this Clause shall remain the property of the Company and shall be returned to the Company on demand and in event of termination of employment.
- 14.3 The Company shall provide all employees with replacement items as necessary upon damage or being worn out and return of the worn out article to the nominated Officer.
- 14.4 Upon the making of this Award by the Industrial Relations Commission a one-off issue of four pairs of socks per employee shall be made to each employee. Additional pairs are to be provided on a genuine fair, wear and tear basis.
- 14.5 Upon the making of this Award by the Industrial Relations Commission the Company shall provide to each employee one leather belt which shall be worn by employees whilst attending for duty.

15. Grievance Procedure

The procedure for the resolution of industrial disputation will be in accordance with section 14 of the *Industrial Relations Act, 1996*. These procedural steps are:

- 15.1 Procedure in relation to a grievance of an individual employee:
 - (a) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of this discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.
- 15.2 Procedure for a dispute between the Company and the employee:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time levels must be allowed for discussion at each level of authority.

- (c) While a procedure is being followed, normal work must continue.
- (d) In the event of discussion failing to prevent or settle the dispute, either party may refer the dispute to the Industrial Relations Commission of NSW to be dealt with in accordance with the *Industrial Relations Act 1996*.
- (e) The Company may be represented by an industrial organisation of employers or other representative and the employees may be represented by his or her Union or another representative for the purpose of each procedure.

16. Disciplinary Procedure

16.1 The following disciplinary procedure shall be adhered to by the Company and the employees.

- (a) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents either in writing or orally. The record will only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The Union representative is entitled to be informed providing employee confidentiality is not breached.

17. Training

17.1 Company Initiated Training

- (a) Employees may undertake training and retraining as required by the Company.
- (b) The Company will pay all costs associated with such training whether it is formal, internal, external or on the job.
- (c) Time off without loss of pay will be provided. However, if external training extends beyond the normal hours of work the employee shall make the time available and be paid at single time.

17.2 Employee Initiated Training

- (a) Employees planning to undertake further training should discuss the matter with their Manager.
- (b) The Company will consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to the Company's current or future needs.
- (c) Where the Company agrees to reimburse part or all of the costs associated with the training the employee will be notified in writing.
- (d) Reimbursement for approved training will be made at the successful completion of each stage of the course.

- (e) Employees will be required to submit a claim for payment accompanied by receipts.
- (f) The Company may approve any reasonable request for time off work without pay for attendance at such training including examinations and study leave. Requests for time off with pay should utilise any available Annual Leave.

18. Job Security and Redundancy

18.1 The Company guarantees for the term of this Award that no retrenchments of permanent employees will occur because of improved efficiency and flexibility resulting from this Award.

18.2 In cases where redundancy is to be considered and to occur the following is to be implemented.

- (a) Application
 - (i) This clause shall apply in respect of full-time and part-time employees. This clause shall not apply to casual employees or to employees who are engaged for a specific period or a specific task.
 - (ii) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (iii) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (b) Introduction of Change
 - (i) Employer's duty to notify
 - (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

- (ii) Employer's duty to discuss change
 - (a) The Company shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (b)(i), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

- (b) The discussions shall commence as early as possible after a definite decision has been made by the Company to make the changes referred to in subclause (b)(i).
- (c) For the purpose of such discussions, the Company shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- (c) Redundancy - Discussions before terminations
- (i) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause (b)(i)(a) and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with the Union to which they belong.
- (ii) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of subclause (c)(i), and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (iii) For the purpose of the discussion the Company shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- (iv) The parties agree that where redundancies are being considered, employees may express an interest in being made redundant voluntarily. The parties further agree that the Company is not obliged to offer a redundancy to an employee who expresses such an interest.
- (d) Termination of Employment
- (i) Notice for changes in production, programme, organisation or structure. This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from production, programme, organisation or structure, in accordance with subclause (b)(i)(a), of this clause:
- (a) In order to terminate the employment of an employee, the Company shall give to the employee the following notice:
- | Period of continuous service | Period of notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (ii) Notice for technological change. -This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from technology in accordance with subclause (b)(i)(a).
 - (a) In order to terminate the employment of an employee, the Company shall give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
 - (iii) Time off during the notice period
 - (a) During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
 - (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
 - (v) Statement of employment - The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
 - (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the Company shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
 - (vii) Employment Separation Certificate - The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required.
 - (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in subclause (b)(i), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- (e) Severance Pay
- (i) Where an employee is to be terminated pursuant to subclause (d), Termination of Employment, of this clause, subject to further order of the Industrial Relations

Commission of New South Wales, the Company shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) Where the Employee is made redundant by the Company

Where the Employee is under 45 years of age, the Company will pay in accordance with the following scale:

Years of service	Entitlement - Weeks Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

Where the Employee is over 45 years of age, the Company will pay in accordance with the following scale:

Years of service	Entitlement - Weeks Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (b) Where the employee volunteers for redundancy and as a consequence is made redundant by the Company

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

Years of service Entitlement	Under 45 Years of Age
Less than 1 year	3 weeks
1 year and less than 2 years	7 weeks
2 years and less than 3 years	10 weeks
3 years and less than 4 years	13 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17 weeks
6 years and less than 7 years	19 weeks
7 years and less than 8 years	20 weeks
8 years and less than 9 years	21 weeks
9 years and less than 10 years	22 weeks
10 years and less than 11 years	23 weeks
11 years and less than 12 years	24 weeks
12 years or more	25 weeks

Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 years of Age and Over Entitlement
Less than 1 year	3 weeks
1 year and less than 2 years	8 weeks

2 years and less than 3 years	11.75 weeks
3 years and less than 4 years	15.5 weeks
4 years and less than 5 years	18 weeks
5 years and less than 6 years	20.5 weeks
6 years and less than 7 years	23.5 weeks
7 years and less than 8 years	24.5 weeks
8 years and less than 9 years	25.5 weeks
9 years and less than 10 years	26.5 weeks
10 years and less than 11 years	27.5 weeks
11 years and less than 12 years	28.5 weeks
12 years or more	29.5 weeks

- (c) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.
- (ii) Incapacity to pay - Subject to an application by the Company and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.
- The Commission shall have regard to such financial and other resources of the Company concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (i) of this subclause, will have on the Company.
- (iii) Alternative employment - Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this clause, if the Company obtains acceptable alternative employment for an employee.
- (f) Savings Clause - Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Unions and the Company.

19. Contract of Employment

19.1

- (a) Clause 19.2 applies to full time and part time permanent employees. Clause 19.2 does not apply to casual employees. Clause 19.2 does not give an employee engaged for a specified period of time or specified task a right to notice of termination of employment or payment in lieu of the date that the employee is to complete specified period or specified task.
- (b) Permanent employment shall be on a weekly basis.

19.2

- (a) Permanent employment shall be probationary for the first two months. Extension to this time period may be considered by the Company in consultation with the Union(s). Termination by either party shall be one week's notice. If employment ceases during the first twelve weeks for any reason, the Company may deduct half the cost of the safety boots/clothing issued to the employee from any monies owing to the employee.
- (b) The Company may terminate the employment of an employee by giving the employee the same period of notice or payment in lieu for all or part of the notice period as set out in 18(d)(i) of this Award.

This shall not limit the Company's right to dismiss an employee without notice for refusal of duty, inefficiency, neglect of duty, misconduct including breach of Company rules and in such cases the wages shall be payable up to the time of dismissal.

- (c) An employee may terminate his or her employment by giving one week's notice to the Company. If the employee fails to give the required period of notice, the Company may withhold monies due to the employee to a maximum amount equal to the employee's ordinary time rate of pay for one week

19.3

- (a) Any employee taking unauthorised absence from duty shall not be paid for the actual time of such non-attendance and may be subject to further disciplinary action.
- (b) The obligation of the Company and employees to customers and their employees must be respected by ensuring actions of the Company or employees do not adversely affect customers.

20. Anti Discrimination

- 20.1 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 carers responsibility.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (i) The Company and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

21. Declaration

21.1 This Award has been negotiated through extensive consultation between management, the Unions and employees. The content of this Award has been canvassed with all parties. All parties are entering into this Award with full knowledge as to the content and effect of the document.

21.2 The parties declare that this Award:

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of the parties.

22. Future Negotiations

Subject to clause 6.2, the parties agree to commence negotiations for a new Award not less than six months before the nominal expiry date of this Award.

23. No Extra Claims

Apart from commencing negotiations for a new Award to replace this Award in accordance with clauses 22 and 6.2, neither the employees or the Unions will demand, pursue, support or promote, by any means whatsoever, any extra claims relating to benefits, conditions, obligations or matters whether covered by this Award or not.

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Base Hourly Rates Production and Maintenance Employees - Classification	From first full pay period on or after 21/7/05 \$/Week	From first full pay period on or after 21/7/06 \$/Week	From first full pay period on or after 21/7/07 \$/Week
Level 11 - Electronics Tradesman	1,061.00	1,103.44	1,147.57
Level 10 - Advanced Engineering Tradesperson II (Maintenance. Planner)	1,024.95	1,065.95	1,108.58
Level 9 - Engineering Tradesperson Special Class II	950.88	988.91	1,028.46
Level 8 - Engineering Tradesperson Special Class I	878.00	913.12	949.64
Level 7 - Engineering Tradesperson II / Plant Electrician	841.92	875.60	910.62
Level 6 - Engineering Tradesperson I	805.30	837.51	871.01
Level 5 - Senior Plant Controller	805.30	837.51	871.01
Level 4 - Plant Controller	775.60	806.62	838.89
Level 3 - Operator	754.38	784.55	815.93
Level 2 - Operator	692.30	720.00	748.80
Level 1 - Entry Level Operator	623.34	648.27	674.20
Notes: 1. Hourly Rate includes Tool Allowance Levels 5 and above. 2. Hourly Rate includes First Aid Allowance where applicable. 3. Electricians Licence to be added into hourly rate.			

<p>4. To progress from level 2 to level 3 an existing Operator must:</p> <p>a. Carry out quality sampling and testing for his/her area of work.</p> <p>b. Carry out feed preparation at Moss Vale.</p> <p>c. Be able to do basic milling circuit stop/start/fault reading at Bathurst.</p> <p>5. To progress from level 3 to level 4 an existing Operator must:</p> <p>a. Carry out Quality Control and process efficiency checks on milling circuits.</p> <p>b. Carry out higher level of routine minor maintenance than currently.</p> <p>c. Perform quality assurance laboratory duties as required.</p> <p>6. To progress from level 4 to level 5 an existing Operator must obtain a Trade Qualification.</p> <p>7. Tradesmen at level 6 and above must be able to operate milling circuits if so required.</p>			
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Quarry Employees - Classification	From first full pay period on or after 21/7/05 \$/Week	From first full pay period on or after 21/7/06 \$/Week	From first full pay period on or after 21/7/07 \$/Week
Grade 1 - Quarry Worker Grade 1 (Trainee)	588.50	612.04	636.52
Grade 2 - Quarry Worker Grade 2 (Attendant)	621.50	646.36	672.21
Grade 3 - Quarry Worker Grade 3 (Advanced Attendant)	654.41	680.58	707.80
Grade 4 - Quarry Worker Grade 4 (Operator)	687.19	714.67	743.25
Grade 5 - Quarry Worker Grade 5 (Skilled Operator)	703.63	731.77	761.04
Grade 6 - Quarry Worker Grade 6 (Advanced Operator)	720.08	748.88	778.83
Grade 7 - Quarry Worker Grade 7 (Special Class Operator)	733.24	762.56	793.06

Table 2 - Allowances

Allowance	From first full pay period on or after 21/7/05 \$	From first full pay period on or after 21/7/06 \$	From first full pay period on or after 21/7/07 \$
(a) Shift Allowance			
Day	11.18	11.64	12.12
Afternoon	22.33	23.26	24.23
Night	33.49	34.88	36.34
(b) Leading Hand			
Per 8 Hour shift	11.44	11.92	12.42
(c) First Aid (to be included in hourly rate)	13.73	14.30	14.90
(d) Tool Allowance (is included in hourly rate)	13.88	14.46	15.06
(e) Electricians Licence (is included in hourly rate)	33.79	35.19	36.66
(f) Level 4 and 5 Laboratory Quality Assurance Allowance (is included in hourly rate)	20.00	20.80	21.63

APPENDIX A

1. Classification Structure - Production And Maintenance Employees

2. Classification Structure - Quarry Employees

2.1 Quarry Workers

2.2 Definitions

2.3 Plant Groupings

1. Classification Structure - Production and Maintenance Employees

Level 11 - Electronics Tradesman

Level 10 - Advanced Engineering Tradesperson II (Maintenance Planner)

Level 9 - Engineering Tradesperson Special Class II

Level 8 - Engineering Tradesperson Special Class I

Level 7 - Engineering Tradesperson II / Plant Electrician

Level 6 - Engineering Tradesperson I

Level 5 - Senior Plant Controller

Level 4 - Plant Controller

Level 3 - Operator

Level 2 - Operator

Level 1 - Entry Level Operator

Classification Descriptions - Production and Maintenance Employees

Level 1 "Entry Level"

This employee is employed on probation for up to 2 months to allow full assessment of his/her ability by the work team and management.

The Trainee Operator must achieve and demonstrate competency in all aspects of the operation for which he/she is trained.

Core Requirements:

basic plant and safety knowledge;

bagging of product and bulk despatch;

automatic and manual palletising; and

obtaining Learners Permits for Fork Lift and Front End Loader and undertake operation of this equipment.

On achieving competency in these Core Skills he/she will progress to Level 2 - Operator.

Any employee who has difficulty in attaining progression to Level 2 will be provided with special assistance to attempt to overcome learning problems.

Level 2 "Operator"

Carry out any duties to the extent of his/her training and ability. Primary duties will include all aspects of product packaging and despatch. Must finalise acquisition of Fork Lift and Front End Loader Tickets. Obtain Overhead Crane Permit if appropriate. Will be required to acquire Occupational Health and Safety Skills and carry out general duties.

Level 3 "Operator"

The primary workplace skills and activities which apply to Level 3 - Operator are:

- materials handling and feed preparation;
- despatch of product;
- general duties;
- occupational health and safety;
- communication and team skills;
- problem solving, basic milling knowledge;
- quality sampling and testing;
- on-line minor maintenance;
- other duties for which he/she may be qualified; and
- obtain mobile crane permit if appropriate.

Level 4 "Plant Controller"

Carry out any duties to the extent of his/her training and ability. Primary duties will include control and operation and production maintenance of Milling Systems.

- production process (milling);
- optimise process milling efficiency;
- production quality control;
- duties in the laboratory for which the employee has been trained and
- other duties for which he/she may be qualified.

Level 5 "Senior Plant Controller"

A Plant Controller who has obtained a Company recognised qualification (equivalent to Trade Qualification) and can competently carry out work at a high level in production and including team leader. Would need to exercise all the above skills. Senior Plant Controller would be called upon to carry out higher level repairs which they are qualified to do. (Trades Based Entry Level).

Level 6 "Engineering Tradesperson Level 1"

Engineering Tradesperson Level 1

An Engineering Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as an:

- (i) Engineering Tradesperson (electrical/electronic) Level I;
- (ii) Engineering Tradesperson (mechanical) Level I;
- (iii) Engineering Tradesperson (fabrication) Level I;

and is able to exercise the skills and knowledge of that trade.

An Engineering Tradesperson Level I.

1. Understands and applies quality control techniques;
2. Exercises good interpersonal skills and communication skills;
3. Exercises keyboard skills at a higher level than lower grades;
4. Exercises discretion within the scope of this grade;
5. Performs work under limited supervision either individually or in a team environment;
6. Operates all lifting equipment incidental to his/her work;
7. Performs non-trade tasks incidental to his/her work;
8. Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
9. Able to inspect products and/or materials for conformity with established operational standards;
10. Can operate limestone production processes to test run, fault restart and familiarise with the production process.

Level 7 "Engineering Tradesperson Level II"

Engineering Tradesperson Level II

An Engineering Tradesperson Level II is an:

- (i) Engineering Tradesperson (electrical/electronic) Level II;
- (ii) Engineering Tradesperson (mechanical) Level II; or
- (iii) Engineering Tradesperson (fabrication) Level II;

Who has completed the following training requirement:

- (i) 33% of the modules towards and appropriate Post Trade Certificate;
- (ii) or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Level II works above and beyond an Engineering Tradesperson Level 1 and to the level of their training;

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards prescribed by Appendix X of this Award.
2. Exercises the discretion within the scope of this grade.
3. Works under general supervision either individually or in a team environment.
4. Understands and implements quality control techniques.
5. Provide trade guidance and assistance as part of a work team.
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than Level 6.

Tasks which employees at this level may perform are subject to the employees having the appropriate Trade and Post Trade Training to enable them to perform particular tasks.

Level 8 "Engineering Tradesperson Special Class I"

A Special Class Engineering Tradesperson Level I means a:

- (i) Special Class Engineering Tradesperson (electrical/electronic) Level I; or
- (ii) Special Class Engineering Tradesperson (mechanical) Level 1; or
- (iii) Special Class Engineering Tradesperson (fabrication) Level 1;

who has completed the following training requirement:

- (i) 66% of the modules towards an appropriate Post Trade Certificates;
- (ii) or has completed equivalent modules of Company nominated training.

A Special Class Engineering Tradesperson Level I:

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
2. Provides trade guidance and assistance as part of a work team.
3. Assists in the provision of training in conjunction with supervisors and trainers.
4. Understands and implements quality control techniques.
5. Work under limited supervision either individually or in a team environment.
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 7.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- (a) Exercises high precision trade skills using various materials and/or specialised techniques;
- (b) Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs.

- (c) Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.
- (d) Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising interconnected circuits.

Level 9 " Engineering Tradesperson Special Class II"

A Special Class Engineering Tradesperson level II means a:

- (i) Special Class Engineering Tradesperson (electrical/electronic) Level II; or
- (ii) Special Class Engineering Tradesperson (mechanical) Level II; or
- (iii) Special Class Engineering Tradesperson (fabrication) Level II.

who has completed the following training requirement:

- (i) An appropriate Post Trade Certificate;
- (ii) or has completed equivalent modules of Company nominated training.

An Engineering Tradesperson Special Class Level II:

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
2. Is able to provide trade guidance and assistance as part of a work team.
3. Provides training in conjunction with supervisors and trainers.
4. Understands and implements quality control techniques.
5. Works under limited supervision either individually or in a team.
6. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 8.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks:

- (a) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls or a combination thereof.
- (b) Works on machines or equipment which utilise complex electrical/electronic circuitry and controls.
- (c) Works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles.
- (d) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
- (e) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs.
- (f) Works on complex or intricate interconnected electrical circuits at a level above level 8.
- (g) Works on complex radio/communication equipment.

Level 10 "Advanced Engineering Tradesperson Level II (Maintenance Planner)"

An Advanced Engineering Tradesperson Level II means an;

- (i) Advanced Engineering Tradesperson (electrical/electronic) Level II;
- (ii) Advanced Engineering Tradesperson (mechanical) Level II; or
- (iii) Advanced Engineering Tradesperson (fabrication) Level II.

who has completed:

- (i) Advanced Certificate; or
- (ii) has completed equivalent modules of Company nominated training.

An Advanced Engineering Tradesperson Level II works above and beyond a tradesperson at level 9 and to the level of his/her training and:

1. Provides technical guidance within the scope of this level.
2. Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level.
3. Has an overall knowledge and understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her task.
4. Assists in the provision of on the job training in conjunction with supervisors and trainers.
5. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than level 9.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post-trade training to enable the employee to perform the particular indicative tasks:

- (a) Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.
- (b) Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Advanced Engineering Tradesperson Level I.
- (c) Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
- (d) Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

Level 11 "Electronics Tradesman"

Electronics Tradesman means an electrical tradesman who is engaged in applying his knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesman is required to carry out his tasks.

To be classified as an electronics tradesman, a tradesman must have at least three years on the job experience as a tradesman in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to a least two years' part time study.

In addition, to be classified as an electronics tradesman, a tradesman must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition;
- (e) Carrying out duties and responsibilities of a Level 10 employee.

2. Classification Structure - Quarry Employees

Grade 1	Quarry Worker Grade 1	(Trainee)
Grade 2	Quarry Worker Grade 2	(Attendant)
Grade 3	Quarry Worker Grade 3	(Advanced Attendant)
Grade 4	Quarry Worker Grade 4	(Operator)
Grade 5	Quarry Worker Grade 5	(Skilled Operator)
Grade 6	Quarry Worker Grade 6	(Advanced Operator)
Grade 7	Quarry Worker Grade 7	(Special Class Operator)

2.1 Classification Descriptions - Quarry Workers

Quarry Worker Grade 1 (Trainee)

A Quarry Worker Grade 1 (Trainee) is an employee who, upon entering the production workforce of the quarry, will undertake up to three months of induction and skills training. This training will include information on the enterprise, conditions of employment, introduction to quarry personnel, training and career opportunities, quarry layout, work and documentation procedures and specific occupational health and safety equipment appreciation and quality control training.

Duties - Indicative of the tasks an employee at this level may perform are the following:

general labouring;

cleaning;

higher grade tasks for training purposes.

Responsibility - An employee at this level will perform routine tasks, using minimal judgement, under direct supervision, to the level of their skill and training.

Qualification - The qualification required for an entry by the employee will be determined by the employer. Basic literacy and numeracy skills will be desirable. Use and understanding of English is also desirable.

Training - An employee at this level will be provided with a period of up to 3 months of structured induction and skills training in order to competently perform the duties of a Quarry Worker Grade 2.

Progression - An employee may progress from Grade 1 to higher grades after 3 months service and on being able to competently perform the duties at a higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

no comparable old classification.

Quarry Worker Grade 2 (Attendant)

A Quarry Worker Grade 2 (Attendant) has successfully completed up to three months structured training so as to enable the employee to perform competently the work within the scope of this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

attend to, maintain and service fixed and mobile plant;

assist with the repair and maintenance of fixed and mobile plant;

apply basic quality control and assurance procedures;

use Class 1 motor vehicles;

maintain simple records; and

higher grade tasks for training purposes.

Responsibility - An employee at this level works under direct supervision, either individually or in a team environment.

Qualification - A Quarry Worker Grade 2 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow him/her to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Labourer, Pick and Shovel;

Driver, Motor Vehicle Class 1;

Fixed Plant Attendant.

Quarry Worker Grade 3 (Advanced Attendant)

A Quarry Worker Grade 3 (Advanced Attendant) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- operate at least one item of Group A plant;
- maintain quarry plant and equipment;
- carry out basic product sampling and quality testing;
- operate a weighbridge;
- carry out clerical tasks and maintain simple records;
- receive, issue and maintain quarry stores;
- assist in on-the-job training; and
- higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their own work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 3 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 3 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to a higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Driver Motor Vehicle Class 3A;
- Driver Motor Vehicle Class 3B;
- Control Room Operator C;
- Weighbridge Operator B;
- Storeperson.

Quarry Worker Grade 4 (Operator)

A Quarry Worker Grade 4 (Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

- fault find problems and make adjustments to plant;
- understand and interpret quality assurance procedures and perform analytical tests and ascertain conformity;
- operate at least one item of Group B plant;
- operate a weighbridge and allocate trucks;
- assist in on-the-job training; and
- higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 4 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 4 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

- Operator Remote Control - B;
- Operator Tractor <70 bhp;
- Operator Mobile Crane 5-10t;
- Operator Tractor 70-130 bhp;
- Operator Mobile Crane 10-20t;

Operator Weighbridge - A;

Operator Tractor 130-295 bhp;

Operator Cutter Suction Dredge.

Quarry Worker Grade 5 (Skilled Operator)

A Quarry Worker Grade 5 (Skilled Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

Carry out routine mechanical repairs;

fault find problems and make adjustments to plant;

operate at least one item of Group C plant;

operate multiple weighbridges and carry out computerised allocation of trucks;

higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 5 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 5 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Operator Remote Control - A;

Operator Navvy 0.6 - 1.5m;

Operator Dumper 12-15t;

Operator Tractor > 295 bhp @ wf;

Operator Dumper 15-20 t;
Operator Pneumatic Drill <750 cfm;
Operator Hydraulic Drill <95 kW;
Transport Clerk Special Class;
Operator Dumper 20-25t;
Operator Navy 1.5-3.0m.

Quarry Worker Grade 6 (Advanced Operator)

A Quarry Worker Grade 6 (Advanced Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

operate at least one item of Group D plant;
supervise, plan and control clerical and weighbridge operations;
prepare and initiate quarry blasts;
higher grade tasks for training purposes.

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 6 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 6 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Operator Tractor 295-600 bhp;
Operator Tractor 450-600 bhp;

Operator Dumper 25-30t;
Tradesperson;
Shot Firer;
Operator Hydraulic Drill 95+kW;
Operator Dumper 30-50t;
Supervisor Clerk;
Operator Dumper 50-75t.

Quarry Worker Grade 7 (Special Class Operator)

A Quarry Worker Grade 7 (Special Class Operator) has demonstrated competency and is required to undertake work at this level.

Duties - Indicative of the tasks an employee at this level may perform are the following:

operate at least one item of Group E plant;

Responsibility - An employee at this level will be responsible for the quality of their work, subject to routine supervision, and exercise discretion to the level of their skill and training.

Qualification - A Quarry Worker Grade 7 will have successfully completed the entry level induction and skills training and have demonstrated competence in performing the duties at this level.

When accredited competency-based training and assessment becomes available for Grade 7 occupations, successful completion of this training and assessment will be a required qualification for this grade.

Training - An employee at this level may be provided with structured training to allow him/her to perform the wider range of duties at this level.

An employee may also, over time, be provided with a structured program of training that will allow them to competently perform work at higher grades.

Progression - An employee may progress to a higher grade on the basis of being able to competently perform the skills to work at the higher grade and on being selected for a position when a position at that level becomes available.

When accredited competency-based training and assessment becomes available for higher grades, successful completion of this training and assessment will be required for progression to the higher grade.

Translation from Old Structure to New - Old classifications that are to be translated to this grade include:

Operator Tractor > 600 bhp;
Operator Navvy 3.0-5.3m;
Operator Dumper >75t;
Operator Navvy > 5.3m.

2.3 Plant Groupings

For the purposes of the classification definitions, the "Plant Groupings" are:

- (a) Group A -
 - Simple Processing Plant;
 - Motor Vehicle Class 3A and 3B.
- (b) Group B -
 - Wheel and Tracked Loaders up to and including 220 kW;
 - Tracked Dozers up to and including 220 kW;
 - Motor Graders;
 - Mobile Cranes;
 - Dredges;
 - Complex fixed or portable processing plant.
- (c) Group C -
 - Excavator up to and including 3.0 m³;
 - Face Shovel up to and including 3.0 m³;
 - Dragline up to and including 3.0 m³;
 - Dump Truck over 12 t and up to and including 25 t capacity;
 - Motor Scraper over 12 t and up to and including 25 t capacity;
 - Off Highway Water Carts;
 - Wheel or Tracked Loader over 220 kW and up to and including 450 kW (not employed at a hard rock face);
 - Tracked Dozer over 220 kW and up to and including 450 kW (not employed at a hard rock face);
 - Air Drill;
 - Hydraulic Drill up to and including 95 kW;
 - Sophisticated, computer managed processing plant.
- (d) Group D -
 - Wheel and Tracked Loaders over 220 kW and up to and including 450 kW (employed at a hard rock face);
 - Tracked Dozer over 220 kW and up to and including 450 kW (employed at a hard rock face);
 - Dump Truck over 25 t and up to and including 75 t capacity;
 - Motor Scraper over 25 t and up to and including 75 t capacity;

Hydraulic Drill over 95 kW.

(e) Group E -

Excavators over 3.0 m³;

Face Shovels over 3.0 m³;

Dragline over 3.0 m³;

Dump Truck over 75 t capacity;

Wheel Loaders over 450 kW;

Tracked Dozers over 450 kW.

P. J. SAMS *D.P.*

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SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 5136 of 2005)

Before The Honourable Justice Schmidt

20 October 2005

AWARD

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Clause No. Subject Matter

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2. Title

This award shall be known as the School Support Staff (Catholic Independent Schools) (State) Award 2005.

3. Definitions

- (i) "Award" means the School Support Staff (Catholic Independent Schools) (State) Award 2005.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means any employee employed in a clerical and administrative capacity and any employee other than a teacher who is employed to assist and support the principal, teaching staff and other school officers in the day to day functions of the school, including incidental cleaning, but excluding those persons employed solely for the purpose of cleaning, and excluding persons employed under the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2003.

Provided that employees may include school assistants such as food technology assistants, art assistants, TAS assistants, music assistants, agriculture assistants, print room assistants, laboratory assistants, library/audio-visual assistants, book room assistants, bi-lingual aides and teachers' aides.

Employees shall not be deployed instead of a teacher to conduct classroom lessons.

- (iv) "Full-time Employee" means an employee who works 38 hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 per week.
- (vi) "Casual Employee" means an employee engaged and paid as such.
- (vii) "Employer" means the employer of an employee to whom the award applies.
- (viii) "Union" means, for an employee employed in a clerical and administrative capacity either the New South Wales Independent Education Union or the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union and for an employee employed as a school assistant or shop employee means the New South Wales Independent Education Union.
- (ix) "Fund" means either:
 - (a) The New South Wales Non-Government Schools Superannuation Fund; or
 - (b) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to the award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

4. Contract of Employment

(i) Letter of Appointment

On appointment, the employer shall provide to an employee, other than a casual employee, a letter setting out the following:

- (a) the major and substantial duties of the employee (i.e. either clerical/administrative, shop employee or those of a school assistant);
- (b) the classification and rate of pay of the employee;
- (c) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year;
- (d) a statement in relation to superannuation entitlements; and
- (e) whether the rate of pay is payable during term time only or throughout the year in accordance with paragraph (c) of subclause (xii) of clause 6, Wages.

If there is a requirement to work during school vacations, except in accordance with clause 8, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

(ii) Stand down - School Assistants and Shop Employees

- (a) Subject to clause 10, Implementation of 38 Hour Week, a school assistant or shop employee may be stood down on leave of absence without pay during all school vacation periods when no work is available. Provided that the contract of employment shall be deemed not to have been broken for all award and statutory purposes by such leave of absence during vacation periods. Provided that such leave of absence during pupil vacation periods shall count as service for all award and statutory purposes.
- (b) Where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee within one week of the end of any school term or during the following vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next school term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act, 1955*.

(iii) Termination of employment

- (a) Except for the first week of employment, the employment of a full-time or part-time employee may be terminated by either party by giving notice to the other party as set out in the following table "Period of Notice", or by the payment or forfeiture of the equivalent wages in lieu of notice.

Period of Notice

Years of Continuous Service	Notice Period
Not more than 1 year	1 week minimum
More than 1 year but not more than 3 years	2 weeks minimum
More than 3 years but not more than 5 years	3 weeks minimum
More than 5 years	4 weeks minimum

- (b) In addition to the notice periods specified in paragraph (a) of this subclause, employees aged over 45 years and who have completed at least 2 years continuous service with the employer are entitled to one additional week's notice from the employer.

- (c) Paragraphs (a) and (b) of this subclause shall not affect the right of the employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
 - (d) During the first week of employment, the employment may be terminated by a day's notice given by either party.
 - (e) The employment of a casual employee may be terminated by one hour's notice by either party.
- (iv) Statement of Service

On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the employee's classification, and when the employment terminated.

- (v) Payment on Termination

Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.

5. Redundancy

See Part D - Redundancy

6. Wages

- (i) Level 1
- (a) Without limiting the foregoing, a Level 1 may be required to perform the following tasks involving basic clerical skills under supervision:
 - mailing;
 - filing;
 - collating;
 - operation of photocopying, duplicating, binding and facsimile machines;
 - messenger work;
 - handling mail;
 - checking figures.
 - (b) The basic skills required of a Level 1 employee include:
 - Communication Skills
 - an ability to read and write English;
 - an ability to perform simple numerical tasks.
 - Technical Skills
 - an ability to operate basic office equipment (e.g. facsimile machine, photocopying machine).

Interpersonal Skills

an ability to deal with basic internal requirements.

Quality Assurance

understanding of the quality requirement of their tasks.

Information Handling Skills

an ability to deal with basic information systems and requirements.

(c) Level 1 includes Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops.

(ii) Level 2 (Canteen)

(a) An employee who has responsibility for the operation of the canteen or uniform shop and, where relevant, supervision of other employees or volunteers, shall be classified at Level 2 of this award. All other employees working in the canteen shall be appointed at Level 1.

(b) A person who is responsible for the operation of the canteen or uniform shop:

- (1) has the knowledge and experience to perform duties without technical instructions or supervision;
- (2) has responsibility for planning their own work and, where appropriate, the work of those who are supervised;
- (3) may be required to exercise independent initiative and judgement;
- (4) works under minimal supervision to the level of training held by an employee; and
- (5) is competent in technical areas as required for the position.

(iii) Level 2

(a) A Level 2 position is one where the employee may have no formal training and:

- (1) exercises a limited range of skills and undertakes basic duties similar to those indicative duties listed in subclause (i) of Part C, Indicative Duties or in the circumstances where the employee performs clerical and administrative work, shall be proficient in the skills set out in paragraph (b) below and perform the duties in paragraph (c) below;
- (2) is under the general supervision of a teacher or higher level school assistant;
- (3) initially, receives specific direction, leading to routine direction as knowledge of procedures develops; and
- (4) does not supervise students without a higher level school assistant or teacher present.

(b) Communication Skills

proficient written skills such as letter composition;

proficient oral communication skills;

ability to comprehend and interpret documentation associated with higher tasks.

Technical Skills

ability to operate multiple pieces of office equipment with a high degree of competence, including complex calculations.

Interpersonal Skills

ability to apply knowledge and skills to meet internal and parental requirements.

Quality Assurance

responsible for quality of own work.

Business/Financial Knowledge and Skills

ability to deal with more intricate financial matters such as payroll, cashier, credit etc.

Organisational/Planning Skills

plans own work schedule and/or work schedule of those who are supervised.

Training Delivery

limited school based training in relation to own functions

- (c) A Clerical Officer Level 2 may be required to perform the range of clerical duties that exist in schools other than those required of Level 3 or Level 4 employees or of the Clerical Administrator Level 6. Without limiting the generality of the foregoing such clerical tasks may include:

- (i) data entry and basic computer operation;
- (ii) sending and receiving e-mails;
- (iii) word processing/typing;
- (iv) maintenance of school accounts and petty cash;
- (v) bank reconciliation;
- (vi) salary processing;
- (vii) control of school accounts;
- (viii) setting up of programmes/ledgers;
- (ix) balancing of data base;
- (x) reception/switchboard;
- (xi) acquisition of school equipment;
- (xii) admission/registers;
- (xiii) enrolment procedures;
- (xiv) school statistical returns;
- (xv) collection of school fees and special purpose money;

- (xvi) issue of transport passes;
- (xvii) maintenance of pupil record cards and sporting rolls;
- (xviii) maintenance of periodical material and overdue book lists;
- (xix) preparation of orders for equipment and stationery.

(iv) Level 3

(a) A Level 3 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in subclause (ii) of Part C, Indicative Duties or, in circumstances where the major and substantial duties which the employee performs are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in paragraph (b) below;
- (2) may be required to exercise independent initiative and judgement;
- (3) has the knowledge and experience to perform basic duties without technical instructions;
- (4) receives instruction for complex tasks or tasks requiring specialised knowledge; and
- (5) would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant employer sponsored programs and/or post secondary training which may include TAFE training.

(b) Communication Skills

an ability to prepare reports and provide written advice related to own tasks and those of clerical employees of similar or lower classifications.

Technical Skills

has the knowledge and ability to operate complex office equipment.

Interpersonal Skills

an ability to deal with more significant and complex internal and external requirements. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually, work will be performed within routines, methods and procedures where some discretion and judgement is required.

Quality Assurance

an employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

Business/Financial Knowledge and Skills

understanding of methods and procedures for complex financial operations and systems and ability to administer these operations and systems.

Organisational/Planning Skills

plans own work schedule and/or work schedule of those who are supervised.

Supervisory Skills

up to four employees.

(v) Level 4

(a) A Level 4 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in subclause (iii) of Part C, Indicative Duties of Employees and/or, in circumstances where the employee's major and substantial duties which the employee is required to perform are clerical and administrative duties, shall be proficient to an advanced level in the skills set out in paragraph (b) below;
- (2) is regularly required to exercise independent initiative and judgement;
- (3) shall have responsibility and accountability for maintaining the quality of their own work and, if requested by the employer, the work of others;
- (4) receives limited instructions which relate specifically to matters of substance in the work assignment;
- (5) may assist teachers or other qualified members of staff with the conduct of one or more areas, such as laboratories, libraries, audio-visual units, kitchens or workrooms;
- (6) is competent in technical areas as required for the position; and
- (7) would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. Provided that where the employee's major and substantial duties are those of a school assistant, this requirement may be satisfied by relevant employer sponsored programs and/or post secondary training which may include TAFE training.

(b) Communication Skills

an ability to conduct interviews and provide oral presentations to groups/meetings.

Technical Skills

has the knowledge and ability to operate complex office equipment, including providing assistance and training to other users.

Interpersonal Skills

an ability to deal with more significant and complex internal and external requirements. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

Quality Assurance

The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

Business/Financial Knowledge and Skills

prepare financial reports;

draft financial forecasts/budgets;

undertake document costing procedures.

Organisational/Planning Skills

may participate in problem solving and/or decision making in relation to operational issues in own work section.

Supervisory Skills

up to six employees.

(vi) Level 5

A Level 5 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in subclause (iv) of Part C, Indicative Duties of Employees;
- (2) possesses knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position;
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised;
- (4) resolves complex operational problems and coordinates the work within a department of the school;
- (5) assists in planning future department or school organisational needs; and
- (6) is required to have undertaken and completed post secondary training provided by an accredited training provider relevant to the tasks required by the employer for this level, or has engaged in extensive equivalent inservice training, or has significant and substantial technical and procedural knowledge which is regarded by the employer to be equivalent to the required post secondary training.

(vii) Level 6

An employer may appoint a Clerical Administrator - Level 6. A person employed at this grade shall be proficient where applicable, and without limiting the requirements for this position, an employee at this grade shall be required by the employer to:

perform the entire range of duties and possess the skills required of a Level 4 employee; exercise substantial responsibility, independent judgement and initiative with a detailed knowledge of complex office procedures;

have and utilise advanced skills and knowledge in the operation of complex equipment and procedures;

have completed relevant post-secondary training or have significant and substantial technical and procedural knowledge and skill which may be deemed by the employer as being comparable with post-secondary training;

resolve operational problems for staff and coordinate work within a section of the office; monitor work quality of those supervised; be responsible for those supervised; assist in planning future sectional/office-organisational or resources and equipment needs.

(viii) Translocation

From the first pay period to commence on or after 1 July 2005, the employer shall translocate an employee to the new structure in accordance with the table below:

Immediately prior to the start of the first pay period on or after 1 July 2005	From the first pay period on or after 1 July 2005
Level 1	Level 1
Level 2	Level 2a
Level 3	Level 3a
Level 4	Level 4a
Level 5	Level 5
Level 6	Level 6

(ix) Progression

- (a) An employee appointed to level 2a, 3a or 4a shall progress to each further step within the level upon completion of twelve months' service. For the purpose of this subclause, 12 months service is defined as 12 months service excluding unpaid leave, provided that where a full-time or part-time employee works 4 school terms in a given year such employees will be regarded as having worked 12 months.
- (b) Where an employer considers that service of an employee is not satisfactory and competent, and for that reason considers progression to the next step is not warranted, a formal review of these matters shall be undertaken by the employer pursuant to clause 28, Dispute Avoidance And Grievance Procedure, before the date on which progression would otherwise occur.

(ix) Reclassification

- (a) An employee may apply for reclassification to another level if regularly called upon to perform substantial proportion of duties appropriate to the higher level. The employer will examine the skills utilised and the duties performed by the employee.
- (b) Where an application is made for reclassification to a higher level, the employer shall determine the application within one month of receipt of the application.
- (c) Reclassification to a higher level shall take place from the first full pay period on or after the date the application has been approved by the employer.
- (d) The employee shall be placed on the first step of the new level following reclassification.

(x) Higher Duties

Employees required to temporarily perform duties in a higher level for more than one day shall be paid at the higher grade for the whole period during which those duties are performed.

(xi) Wage Rates - Employees Required to Work 48 Weeks a Year.

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the other provisions of this award, be calculated by dividing the rates of pay set out in Table 1 - Wage Rates, of Part B, Monetary Rates by 52.14.

(b) Part-time Employees

- (1) Subject to the other provisions of this award, part-time employees, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage

calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them.

- (2) Part-time employees shall be paid a minimum of three hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school shall be paid for a minimum of one hour for each start.
- (3) No part-time employee shall have the number of hours worked adjusted unless by mutual agreement in writing or a redundancy payment being made in accordance with subclause 5, Severance Pay, of Part D - Redundancy

(c) Casual Employees

- (1) Casual employees, for each hour worked during ordinary time shall, be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (a) of this subclause, for the class of work performed by them, plus 20 percentum of such hourly equivalent, which is inclusive of compensation for Annual Leave under the *Annual Holidays Act, 1944*.
- (2) Casual employees shall be paid a minimum payment of three 3 hours for each start; provided that an employee employed for specific programs such as integration programs, ESL, DSP, new arrivals programs or like programs, whether government funded or funded by the school shall be paid for a minimum of one hour for each start.

(xii) Wage Rates - Employees not required to work 48 weeks of the year.

Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance with this subclause:

- (a) Where an employee is a shop employee or the employee's major and substantial duties are those of a school assistant and the employee is not required to work 48 weeks in a year (excluding annual leave) then the employer may elect to stand down the employee or to pay the employee in accordance with paragraph (c) of this subclause.
- (b) Where an employee's major and substantial duties are clerical and administrative and the employee is not required to work 48 weeks in a year (excluding annual leave) then the employee will be paid in accordance with paragraph (c) of this subclause.
- (c) When the employer elects to average a full-time employee's payment of wages under paragraphs (a) or (b) of this subclause the employee will be paid in equal instalments throughout the year. The following formula shall be used to determine the appropriate full-time weekly rate:

$$\frac{(N + 11)}{240} \times W$$

where;

W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (xi) of this clause

N = number of days worked per year and is not less than the number of days in the school year at each school; provided that:

- (1) N cannot be less than the number of school days in that school;
- (2) the value of N does not include the days paid at a casual rate in Clause 8, Work During Pupil Vacation Periods;

- (3) the number of days worked excludes public holidays; and
- (4) N cannot exceed 229 and if it does the employee shall be paid in accordance with subclause (xi) of this clause.

Provided that where the employee works school terms only (that is, where N equals 204) this formula shall be rounded to:

$$0.9 \times W$$

- (d) Part-time employees not required to work 48 weeks of the year and not stood down, for each hour worked during ordinary time, shall be paid one thirty-eighth of the minimum weekly wage calculated in accordance with paragraph (c) of this subclause, for the class of work performed by them.
- (e) The rate of pay of an employee determined by paragraphs (c) and (d) of this subclause shall be the appropriate rate for all purposes. However, such rate shall not be used in the calculation of casual and overtime rates of pay which may be payable to the employee.

(xiii) Rounding of Rates

The hourly rate of part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

7. Payment of Wages

- (i) Subject to subclause (ii) of this clause, wages shall be paid weekly in ordinary working time no later than Thursday of each week. An employee kept waiting after the normal ceasing time for the payment of wages shall be deemed to be working during any time kept waiting and shall be paid overtime from the normal ceasing time until payment is made.
- (ii)
 - (a) Wages may be paid fortnightly at the employer's discretion where the majority of employees at the school or college are already paid fortnightly.
 - (b) After three month's notice from the employer to the employees the employer may at the employer's discretion make payment by cheque or direct deposit into an account nominated by the employee.
- (iii) Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the employee, the relevant parties shall seek agreement on the matter of the overpayment and its repayment including, when necessary and appropriate, discussion between the relevant union and relevant employer representatives.
- (iv) Annual Remuneration
 - (a) Notwithstanding sub-clause (i) and (ii) of this clause, an employee may elect to receive his or her annual remuneration as a combination of wages (payable in accordance with this clause) and benefits payable by the employer. The sum total of such wages, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate rate of pay prescribed by sub-clause (xi) or (xii) (as relevant) of clause 6, Wages.
 - (b) The employer will determine the range of benefits available to the employee and the employee may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
 - (c) Any payment calculated by reference to the employee's salary and payable either:
 - (i) during employment; or

- (ii) on termination of employment; or
- (iii) on death

shall be at the rate prescribed by sub-clause (xi) or (xii) (as relevant) of clause 6, Wages.

8. Work During Pupil Vacation Periods

- (i) The parties to the award agree that the needs of a school may require work to be performed during periods of pupil vacation and that there is an expectation that employees will be flexible to ensure that such needs are met even though this may necessitate attendance at school during periods of pupil vacation. Subject to the provisions of subclause (ii) of the this clause employees can be required to work up to 8 days per year during periods of pupil vacation. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.
- (ii) Employees can be required to work during pupil vacation periods shall be subject to the following guidelines:
 - (a) The employer gives the employee 4 term weeks written notice of the requirement to work during the pupil vacation period;
 - (b) the notice is specific as to the time the employee is to work during the pupil vacation period;
 - (c) the employee cannot be required to work during the period of their 4 weeks' annual leave.
 - (d) the employee cannot be required to work on days other than their normal working days per week and their normal working hours on those days;
 - (e) Notwithstanding the above provisions an employee may agree to waive the conditions found in subparagraphs (a), (b), (c) and (d) of this subclause.
- (iii) Payment for work during pupil vacation periods
 - (a) Any days worked during pupil vacation periods which are not included in the value of 'N' in subclause (xii) of clause 6 Wages, will be paid at the appropriate casual rate for the employee's grade. The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's grade.
 - (b) If an employee is notified by the employer in accordance with sub clause (ii) of this clause and then not required to work on any day notified they will be paid at the appropriate part-time rate of pay for the employee's grade for that period(s);
 - (c) Notwithstanding the provisions of paragraph (a) and (b) of this subclause, an employer and an employee may agree to an alternate arrangement for the payment for time worked during periods of pupil vacation, provided that the employee shall not be financially disadvantaged by that arrangement.
- (iv) Employee has prior Commitments
 - (a) If an employee is unable to work during a particular week during a pupil vacation period because of family commitments or other activities planned during that week, the employee shall give the employer notice of their unavailability for that particular week. This would be given at the time the employer advises of the requirement to work during the pupil vacation.
 - (b) If despite the notice of the employee's unavailability to work during one particular week in the pupil vacation period in accordance with paragraph (a) of this subcaluse, an employer still requires the employee to work during that particular week, discussions will be held between the employer and the employee and/or their industrial representatives.

- (v) Pre-existing arrangements
- (a) Notwithstanding the provisions of subclause (i) of this clause, where an employee employed prior to 15 May 1995 in a clerical and administrative capacity was required to work more than 12 days per school year during pupil vacation periods this may continue.
- (b) Notwithstanding the provisions of subclause (i) of this clause, where an employee employed prior to 23 July 2001 in a canteen or uniform shop was required to work more than 12 days per school year during pupil vacation periods this may continue.

(vi) Occupational Health and Safety

For the purpose of this clause, an employee shall not be required to be the only person present at the school.

9. Hours

(i) Ordinary Hours:

Subject to clause 10, Implementation of 38 Hour Week, the ordinary hours of work for a full-time employee, exclusive of meal breaks, shall not without the payment of overtime exceed an average of 38 per week and shall be worked between the hours of 7.30 am. and 6.00 pm., Monday to Friday, inclusive, and between the hours of 7.30 am. and 12 noon on a Saturday.

(ii) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by full-time weekly employees in the establishment concerned. Where there are no such full-time weekly employees the spread of ordinary hours of work shall be those prescribed by subclause (i) of this clause.

(iii) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed eight hours per day.

(iv) Notice of Hours:

The employer shall fix the employee's ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees or in their contract of employment and such hours shall not be changed, without payment of overtime for work done outside the fixed hours, unless seven days' notice of any change of hours is given by the employer to the employee. Provided that such seven days' notice shall not be required if any change of hours is by mutual agreement between the employer and the employee.

- (v) Nothing in this clause shall increase the hours of work where employees worked less than 38 hours per week as at the introduction of this award.

10. Implementation of 38 Hour Week

The ordinary hours of work for a full-time employee provided by clause 9, Hours, shall be worked in one of the following methods:

(i) 19-Day Month

A school subject to this award and its employees may agree that the ordinary hours of work provided by the said clause 9 will be worked as a 19 day month, in which case the following provisions shall apply:

- (a) Each employee of the school subject to this award shall work 152 hours over 19 days in each four-week period with one rostered day off on full pay in each such period.

- (b) Each employee shall accrue 24 minutes for each eight hour day worked by the employee to give the employee an entitlement to take a rostered day off.
- (c) Each day of paid leave taken by an employee (but not including long service leave or any period of stand down as provided in subclause (ii) of clause 4, Contract of Employment), and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purpose of accruing an entitlement under paragraph (b) of this subclause.
- (d) Rostered days off shall not be regarded as part of the employee's annual leave for any purpose.
- (e) Notwithstanding any other provisions of this subclause, an employee shall not be entitled to more than 12 paid rostered days off in any 12 months of consecutive employment.
- (f) Any employee who is scheduled to take a rostered day off before having worked a complete four-week cycle shall be paid a pro rata amount for the time that the employee has accrued in accordance with paragraph (b) of this subclause.
- (g) Any employee whose employment is terminated in the course of a four week cycle shall be paid a pro rata amount for the time accrued by the employee in the cycle in accordance with the said paragraph (b).
- (h) Rostered days off shall be scheduled by mutual agreement between employees and the school.
- (i) An employee shall be advised by the employer at least four weeks in advance of the day on which the employee is to be rostered off duty.
- (j) An employee may, with the agreement of the employer, substitute the day on which the employee is scheduled to be rostered off duty for another day.
- (k) If any employee is rostered off duty on the day which coincides with the employee's normal pay day, the employee shall be paid no later than the working day immediately following his/her rostered day off.
- (l) If an employee's rostered day off falls on a public holiday, an alternative rostered day off shall be observed to be fixed by mutual agreement between the employee and the employer.
- (m) Any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 11, Overtime, and shall also receive another rostered day off in lieu.
- (n) Employees are not eligible for sick leave in respect of absences on rostered days off.

(ii) Any Other Method

A school may apply any other method of implementing the ordinary hours of work provided by clause 9, Hours, on which the school reaches agreement with its employees.

(iii) Discussion about Implementation of 38 Hour Week

Each school will propose to its employees the basis of implementing the 38 hour week which it determines is best suited to its operations. If the school and its employees are unable to agree to adopt this proposed basis the matter will be referred to the union, who will discuss it with the employer. If they are unable to agree upon the basis which will be adopted, the matter shall be referred to the Industrial Relations Commission of New South Wales for determination.

(iv) Payment for Rostered Days Off during Stand Down

Notwithstanding any other provisions of this award, the following provisions shall apply in the case of any employee whose contract of employment provides that he or she shall be stood down during the whole or part of non-term time pursuant to subclause (ii) of clause 4, Contract of Employment.

- (a) The ordinary hours of work for employees to whom this subclause applies shall not exceed 40 hours per week, exclusive of meal breaks, without payment of overtime.
- (b) At the commencement of every period during which an employee to whom this subclause applies is stood down, the employee shall be paid, in addition to any other entitlements, an amount calculated by using the formula

$$w \quad x \quad \frac{2P}{40}$$

where:

W = the number of weeks worked by the employee since either the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later; and

P = the weekly rate of pay fixed for the employee's work by this award received by the employee since the employee's employment commenced, this clause commenced, or the conclusion of the employee's last stand down period, whichever is the later.

- (c) This subclause will not apply to employees whose salary is determined in accordance with paragraph (c) of subclause (xii) of clause 6, Wages.

11. Overtime

- (i) Subject to the provisions of subclause (vi) of this clause an employer may require an employee to work reasonable overtime at overtime rates. All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 9, Hours, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that overtime at the rate of double time shall be paid for all overtime worked between midnight Friday and midnight Sunday. Provided further that in computing overtime each day's work shall stand alone.
- (ii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and he/she then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked, subject to the conditions herein:
- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with agreement from the employer. Such agreement shall be in writing and be kept with the time and wages records.
- (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and shall be taken within four weeks of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.
- (c) This provision shall only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday and Sunday shall apply for those days.

- (iv) An employee required to attend the employer's premises for a reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of two hours pay at the appropriate rate for each such attendance.

Provided that this subclause shall not apply where a period of duty is continuous (notwithstanding that the employer may allow the employee a reasonable meal break before, during or after such attendance) with the completion or commencement of ordinary working time.

- (v) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.
- (vi) 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.
- (vii) For the purposes of subclause 11(vi) what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health or safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

12. Tea Break

All employees shall be allowed a tea break of 10 minutes daily between the second and third hours from starting time each day, except by mutual agreement between the employee and the employer. Such tea break shall be counted as time worked.

13. Meal Breaks

Not more than one hour nor less than half an hour shall be allowed to employees each day for a midday and/or evening meal where work continues after 6.30 pm. This meal break shall be taken not later than the fifth hour of work each day, except by mutual agreement between the employer and the employee. Such meal break shall not be counted as time worked and is unpaid.

14. Public Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause (ii) of this clause, and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- (ii) In addition to the holidays specified in subclause (i) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

Provided that the additional holiday will not apply to those employees whose rates of pay are averaged over the year in accordance with paragraphs (a), (b) or (c) of subclause (xii) of clause 6, Wages.

- (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay, provided that an employee who is regularly rostered to work ordinary hours on Monday to Friday shall only be paid for such holidays as occur on those days.
- (iv) All time worked on a public holiday as specified in subclause (i) of this clause shall be paid for at the rate of double time and one-half the ordinary time rate with a minimum payment of 2 hours.

15. Annual Leave and Payment on Termination

- (i) This clause will only apply to employees who are paid in accordance with subclause (xii) of Clause 6, Wages. For all other employees, annual leave and payment on termination provisions are governed by the *Annual Holidays Act 1944*.

For employees paid in accordance with subclause (xii) of Clause 6, wages this clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
 - (b) notwithstanding any other provisions in this award.
- (ii) The provisions of this clause shall apply as set out in the relevant sub-clauses where:
 - (a) an employee's employment ceases
 - (b) an employee commences employment after the school service date;
 - (c) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
 - (d) the working hours of the employee have varied since the school service date.
 - (iii) Calculation of Payments
 - (a) A payment made pursuant to paragraph (a), (b) or (c) of sub-clause (ii) of this clause shall be calculated in accordance with the following formula:

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

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

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

where:

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

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

C = The number of term weeks in the school year

D = Result in weeks

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

F = Result in weeks

G = The employee's current fortnightly salary

H = Amount Due

- (b) A payment made pursuant to paragraph (d) of sub-clause (ii) of this clause to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

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

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

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

where:

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

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

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

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

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

F = Result in dollars

G = Amount Due

- (c) For the purpose of this clause:

- (i) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

- (iv) Employees who commence Employment after the School Service Date

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

- (v) Employees who take Approved Leave Without Pay or Parental Leave

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

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

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

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

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

16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Where an employee is given and takes their annual holiday or where, by agreement between the employer and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay their employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award or, where such a holiday is given and taken in separate periods in relation to each such separate period. NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

(vi)

- (a) No loading is payable to an employee who takes annual holidays wholly or partly in advance; provided that, if the employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be paid an annual holiday loading where the annual holiday falls wholly or partly in advance during the summer pupil vacation period. The employee shall be entitled to the fraction of four weeks holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks in the year since the school service date.
- (c) Where an employee receives a payment pursuant to paragraph (a) of subclause (iii) of clause 15, Annual Leave and Payment on Termination, the employee shall be entitled to be paid for that part of the fraction of four weeks holiday loading holiday loading as is equal to the number of weeks worked by the employee in that school year compared to the number of weeks since the school service date.

(vii)

- (a) Where the employment of an employee is terminated by their employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which they are entitled, they shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
- (b) Except as provided in paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

17. Sick Leave

- (i) An employee shall be entitled to sick leave on full pay, in accordance with the following table, upon each anniversary of their continuous service which occurs after the first full pay period on or after 29 January 2005.

Employees who work 45 term weeks or more per school year	15 days sick leave per annum
Employees who work 41 term weeks or more, but less than 45 weeks per school year	14 days sick leave per annum
Employees who work less than 41 term weeks per school year	13 days sick leave per annum

The taking of sick leave is subject to the following conditions:

- (a) Employees shall not be entitled to paid sick leave for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act, 1987*.
- (b) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of the commencement of such absence, inform the employer of an inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (c) The employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Provided that where a single day absence occurs before and/or after a public holiday or a rostered day off a medical certificate shall be supplied.

- (d) Service before the date of coming into force of this award shall be taken into account for the purpose of calculating the annual entitlement to sick leave, provided however:
 - (1) that for years of service completed between 1 January 2001 and immediately prior to the employee's anniversary of continuing service which occurred after the first full pay period on or after 29 January 2005 the sick leave entitlement was ten (10) days during the first year and twelve (12) days during the second and subsequent years; and
 - (2) that for years of service completed before 1 January 2001 the sick leave entitlement was seven (7) days during the first year and ten (10) days during the second and subsequent years.
- (ii)
 - (a) The sick leave entitlement of a part-time employee shall be in that proportion which the number of hours worked by the employee in a week bears to a full-time employee.
 - (b) When the number of hours worked by an employee varies, the sick leave entitlement of the employee shall be calculated and credited to the employee in hours at the time of such variation.
- (iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year. Provided that an employer shall not be bound to credit an employee for sick leave which accrued more than fifteen years before the end of the last completed year of service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.
- (iv) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.
- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.

18. Catholic Personal/Carer's Leave

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

- (a) An employee, other than a casual employee, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the employee's care and support, shall be entitled to use, in any year, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 17 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the employee shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the employee. An employee is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the employee or spouse.

18.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) An employee, other than a casual employee, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the employee's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 18.1(c)(ii).
- (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18.1(a) he or she may access any current or accrued sick leave for any pressing domestic necessity, where the employee is responsible for the care or support of a person not referred to in subparagraph 18.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18.2(b) is non-cumulative.
- (e) If required, an employee shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

18.3 Notification of Intention to Take Leave

In relation to sub-clauses 18.1 and 18.2, wherever practicable, an employee shall give the employer notice prior to the absence of the intention to take leave. The employee shall also provide the name of the person requiring care, that person's relationship to the employee, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the 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.

18.4 Unpaid Leave for Family Purpose

- (a) With the consent of the employer, an employee may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 18.1 (c) (ii) or paragraph 18.2(c) who is ill.

18.5 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

18.6 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph (a) of this subclause, the employee shall be paid overtime rates in accordance with the award.

18.7 Make-Up Time

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

18.8 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

19. Parental Leave - Schedule a Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule A of Part B of this Award.

19.1 Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 20 October 2005, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the employee requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month's notice of intention.

- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 20 October 2005, if the first day off work due to maternity leave is on or after 20 October 2005.

19.2 Adoption Leave

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

19.3 Paternity Leave

- (a) An employee shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 19.3(a), an employee shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the employee's entitlement to Catholic Personal/Carer's Leave pursuant to clause 18 of this award.
- (c) The employee shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the employee to take leave at a time outside the period specified in this paragraph. If the employee chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the employee does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 19.3(a) and (b) is inclusive of, and not in addition to, the employee's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (e) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 19.3(c) above.

20. Parental Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

(a) Maternity Leave

- (i) An employee who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* shall be entitled to paid maternity leave in accordance with this clause.
- (ii) The amount of paid leave for an employee who takes leave after 20 October 2005 shall be twelve weeks, provided that an employee who commences maternity leave prior to 20 October 2005, shall be entitled to nine weeks leave.
- (iii) The employee must be paid at the rate the employee was paid at the time of commencing leave.
- (iv) The employee must be paid:
 - (A) at the usual times and intervals that other employees are paid at the school, or
 - (B) if the employee asks two weeks in advance and the School agrees, in a lump sum.
- (v) The employer must pay the first, or lump sum, payment at the pay period commencing closest to:
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (A), the date of the birth; or
 - (C) if the employee has not commenced maternity leave at the time referred to in (A), when the employee commences leave.
- (vi) If an employee's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the employee is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the employee is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (1) of the *Industrial Relations Act 1996*.
- (ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

(b) Paternity Leave

- (i) An employee who takes paternity leave on or after 20 October 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the employee pursuant to Clause 18 of this award.
- (ii) An employee shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.

- (c) Adoption Leave
- (i) An employee shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken before the child reaches full-time enrolment age.
 - (ii) The period of paid adoption leave will not count as a period of service under this award or any statute.
 - (iii) An employee shall be required to give written notice of the approval or other decision to adopt a child at least 10 weeks prior to the expected date of placement of the child and shall provide other notice consistent with the provisions of section 58 (3) of the *Industrial Relations Act 1996*.

21. Long Service Leave - Schedule a Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule A of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955*.

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

- (ii) Entitlement to leave from 30 January 2006.

Subject to sub-clause (iii) of this award, the amount of long service leave to which an employee shall be entitled in respect of service performed on and from 30 January 2006 shall be:

- (a) In respect of full-time service an employee shall accrue 49.4 hours per year of service. "Full - time service" means service of 38 hours per week (consistent with the definition of full-time employee in clause 3(iv) of this award).
- (b) Where an employee works part-time in a given year the employee shall accrue leave on a pro rata basis according to the number of hours worked by the employee in a week compared to 38, where a full-time employee accrues 49.4 hours of leave for each year of service.

An employee shall be entitled to leave in accordance with this subclause together with leave pursuant to subclause (iii) of this clause.

- (iii) Calculation of Accrued Leave as at 29 January 2006

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

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

Calculation of Entitlement:

Prior to 1 January 2001	.866 weeks per year.
1 January 2001 to 29 January 2006	1.3 weeks per year or portion of a year.

- (b) It is the intention of the parties that on and from 30 January 2006 long service leave accrual will reflect the differing patterns of work of employees within Catholic schools, whose terms of engagement may change in terms of hours of work during their working career. To that end on and from 29 January 2006, all existing accruals will be converted from weeks to working hours.

- (c) The following formula will be used to calculate the number of hours of long service leave that an employee is entitled to as at 29 January 2006:
- (1) all full-time employees, as at 29 January 2006, will have their weeks of accrued long service leave converted to hours on the basis of 1 week of accrued leave equals 38 hours of accrued leave;
 - (2) all part-time employees, as at 29 January 2006, will have their weeks of leave converted to hours of leave by averaging their hours worked during the last 5 years of eligible service, comparing it with the current hours worked, (i.e. as at 29 January 2006) and using the higher figure to determine the proportion the number of hours worked by the employee bears to 38. Each week of accrued leave is then multiplied by the determined proportion of the number of hours of work compared to 38, and further multiplied by 38 hours to determine the accrued leave balance in hours.
- (iv) An employee shall be entitled to take any leave accrued under subclause (ii) and subclause (iii) of this Clause upon completion of ten years service with an employer. Provided that an employee is further entitled to take any further leave accrued under this Clause upon completion of each subsequent 5 years of service or as otherwise agreed with the employer.
- (v) It is the intention of the parties that the number of hours of long service leave accrued by the employee can be taken at the employee's current weekly hours of work when the long service leave is taken.
- For example, an employee works full-time for their first ten years of employment and then reduces to 19 hours per week (0.5 of full-time) for the next five years of their employment. The employee would accrue 494 hours of long service leave for their first ten years of service and then 123.5 hours of long service leave over their next five years of service, a total of 617.5 hours long service leave. If the employee works 19 hours per week (0.5 of full-time) at the time they commence leave, the employee would be entitled to take their 617.5 hours of long service leave over 32.5 weeks (i.e. 617.5 divided by 19).
- (vi) In the case of an employee who has completed at least five years service with an employer and the service of the employee is terminated or ceases for any reason, such employee shall be paid their accrued leave long service leave balance calculated in accordance with subclause (ii) and subclause (iii) of this Clause.
- (vii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking unpaid leave in accordance with clause 19 Parental Leave - Schedule A Schools, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service for the purpose of long service leave.

21A. Long Service Leave - Schedule B Schools

The provisions of this clause shall apply to all employees employed at schools listed at Schedule B of Part B of this Award.

- (i) Applicability of *Long Service Leave Act 1955*.

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

- (ii) In respect of service after 1 January 2001 by an employee who has at least 10 years service, the long service leave entitlement of an employee shall be:
- (a) in the case of an employee who has completed ten years service, 13 weeks; and
 - (b) In respect of each 5 years since the employee last became entitled to long service leave, 6.5 weeks.

- (c) In the case of an employee who has completed at least five years service with an employer where the service of the employee is terminated or ceases for any reason, the employee shall be paid a proportionate amount of long service leave on the basis of 13 weeks for ten years service from 1 January 2001 and on the basis of two months for ten years service prior to 1 January 2001.

(Note: The *Long Service Leave Act 1955* provided for two months of long service leave for ten years service).

- (iii) The service of an employee with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the employee taking parental leave (including paid and unpaid leave in accordance with clause 20 Parental Leave - Schedule B Schools, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

22. Bereavement Leave

- (i) An employee shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, step-child or grandchild, of the employee, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three days in respect of any such death. An employee may be required to provide the employer with satisfactory evidence of such death.
- (ii) Where the employee takes bereavement leave in accordance with subclause (i) of this clause, an employer in their absolute discretion may grant the employee additional leave without pay or leave with pay.
- (iii) Where the employee requests leave to attend a funeral of a person not specified in subclause (i) the employer in their absolute discretion may grant the employee leave as leave without pay or bereavement leave with pay.
- (iv) Where an employer grants an employee leave with pay in accordance with subclauses (ii) or (iii) of this clause, such leave will be deducted from the employee's entitlement to sick leave in accordance with clause 17, Sick Leave.
- (v) An employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of paid leave entitlement under this award or otherwise.
- (vi) Bereavement Leave shall be available to the employee in respect to the death of a person in relation to whom the employee could have utilised Personal/Carer's Leave in Clause 18, provided that for the purposes of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (vii) Bereavement Leave may be taken in conjunction with other leave available under subclauses 18.4, 18.5, 18.6 and 18.7 of Clause 18 Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.

23. Jury Service

- (i) A full-time or part-time employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (ii) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

24. Meal Allowances

An employee working overtime shall be paid a meal allowance in any of the following circumstances:

- (a) When required to work beyond 6.00 pm. - the rate set by Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (b) If overtime continues beyond 10.00 pm. - the rate set out in the said Item 1;
- (c) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in subclauses (a) and (b) of this clause shall not be payable;
- (d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. First-Aid and Medication Allowances

- (a) An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, if the employee is required by an employer to perform first-aid duty.
- (b) An employee who is required by an employer from time to time to dispense medication to pupils in accordance with the school's medication plan shall be paid an allowance as set by Item 3 of the said Table 2. Such allowance shall be in addition to the first aid allowance if such is paid to the employee.

26. Travelling Expenses

- (i) When an employee, in the course of their duty, is required to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment, they shall be paid all reasonable expenses actually incurred and in addition, shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from their home to their usual place of employment.
- (iii) Any employee required to provide a motor car shall be paid an allowance per week at the rate set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B-Monetary Rates.
- (iv) Where an employee is required by their employer to use their own motor car on a casual or incidental basis, they shall be paid an allowance as set out in Item 5 of the said Table 2, during such use.
- (v) If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

27. Miscellaneous Conditions

- (i) Meal Facilities:

Employees shall be supplied with facilities for tea making and heating food.

- (ii) Accommodation for Meals:

Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in a thoroughly clean condition.

(iii) Uniforms and Protective Clothing:

- (a) In the event of an employee being required to wear a uniform, including laboratory coats such uniform shall be provided by the employer and laundered at the employer's expense or, by mutual agreement, such employee shall be paid an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.
- (b) Where employees are required to work in laboratories and required to use chemicals or other injurious substances, they shall be supplied with overalls or lab coats, serviceable rubber gloves, and masks free of charge.

(iv) Dressing Accommodation:

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms and dressing accommodation and individual lockable lockers shall be provided.

- (v) A first-aid kit shall be supplied and readily available to all employees.
- (vi) All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.
- (vii) Protective clothing, uniforms, or rubber gloves supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.
- (viii) School Assistants who work regularly in a laboratory using chemicals on a regular basis and/or continuous basis, may request an annual medical check-up at the employer's expense.

28. Disputes Avoidance and Grievance Procedure

- (i) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation. Further, the parties agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matter(s) in question.
- (ii) Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by a relevant union for the purpose of each procedure.
- (iii) Procedures relating to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- (b) Where it has not been possible for an employer to resolve the question, dispute or difficulty in the ordinary course of events at a school, the employer is required to notify (in writing or otherwise) the employees as to the substance of the grievance and require the employee to attend a meeting to discuss the grievance. The employee may bring another member of staff or a representative of the relevant union to this meeting as a witness.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) While a procedure is being followed, normal work must continue.
- (e) The employer may be represented by an employer representative and the employees may be represented by a relevant union for the purpose of each procedure.

29. Superannuation

(i) Fund

- (a) The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.
- (b) The Clerical and Administrative & Retail Employees Plan shall be offered to each employee employed in a clerical or administrative capacity prior to 23 July 2001.

(ii) Definitions

For the purpose of this clause, the following definitions shall apply:

- (a) "Basic Earnings" for the purposes of this clause shall mean the minimum weekly or hourly rate of pay prescribed for the employee by this award.
- (b) "Fund" means either
 - (1) the New South Wales Non-Government Schools Superannuation Fund; or
 - (2) the Clerical Administrative and Retail Employees Plan; or
 - (3) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee including any Catholic diocesan superannuation fund existing as at the date of this award which is approved in accordance with the standards and is approved by the employer.

(iii) Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by the employer, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of three per cent of the employee's basic earnings.
- (b) Subject to paragraph (d) of this subclause, contributions shall be paid at intervals in accordance with procedures and subject to the requirements prescribed by the relevant fund or as agreed between each employer and the trustees of a fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an employee in regard to a period when that employee is absent from his or her employment without pay.

- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

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

- (e) the employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.

- (f) An employer shall make contributions pursuant to this award in respect of

- (1) casual employees who earn in excess of \$ 2,090.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
- (2) qualified employees in each ensuing year of employment with that employer.

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

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees within two weeks of such approval, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the trust deed of such fund and of a letter from the Insurance and Superannuation Commissioner granting interim or final listing to the fund at a cost of eighty cents per page of such copies.

- (iv) Transfer between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of sub-clause (iii) of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

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

- (v) Explanatory Clause

The figure which appears in subparagraph (1) of paragraph (f) of subclause (iii) of this clause, is calculated by the following formula:

Level 1 employee	x	19 eight-hour days
casual hourly rate of pay		(1 month)

or \$2,090.00, whichever is the greater.

30. Anti - Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempt for anti discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination on any State or federal jurisdiction.
- (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.

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

- (i) Definitions

For the purpose of this clause:

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

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

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) Any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

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

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

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

(ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations

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

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

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

(iii) Access to files

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

(iv) Additional Documentation from Employee

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

(v) Confidentiality of documents and files

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

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer, pursuant to subclauses (i) and (ii) of this clause, shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) An employee whose major and substantial duties are clerical and administrative can be required to perform the duties of a school assistant at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (v) An employee whose major and substantial duties are those of a school assistant can be required to perform clerical and administrative duties at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (vi) A shop employee can be required to perform the duties of a school assistant or clerical and administrative duties at an equivalent or lower level provided that the employee has the competence to perform those duties.
- (vii) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- 33.1 Subject to the provisions of Clause 34, Leave Reserved, it is a term of this award that the unions will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2008.
- 33.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements provided under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case Decision) handed down prior to or during the nominal term of this award and until 31 December 2008 and no claim can be made for such.

34. Leave Reserved

- 34.1 Notwithstanding the provisions of Clause 33, No Extra Claims, leave is reserved by the parties to apply for the variation of subclauses 19.1 (maternity leave) and 19.2 (adoption leave) of clause 19, Parental Leave - Schedule A Schools, during the life of this award. Such leave is reserved to give effect to any future improvements to maternity leave and adoption leave conditions that may arise under the Teachers (Catholic Independent Schools) (State) Award 2004.
- 34.2 Notwithstanding the provisions of Clause 33, No Extra Claims, leave is reserved by the parties to apply for the variation of subclauses 20.1 (maternity leave) and 20.2 (adoption leave) of Clause 20, Parental leave - Schedule B Schools, during the life of this award. Such leave is reserved to give effect to any future improvements to maternity leave and adoption leave conditions that may arise under the Teachers (Independent Schools) (State) Award 2004.

35. Area, Incidence and Duration

- (i) This award rescinds and replaces the School Support Staff (Catholic Independent Schools) (State) Award 2001 published 7 December 2001 (330 I.G. 166), as varied.

Note:

The School Support Staff (Catholic Independent Schools) (State) Award 2001 replaced the Miscellaneous Workers (Independent Schools and Colleges, &c. (State) Award published 17 February 1995 [283 IG 1193] as varied, and the Shop Employees (State) Award published 18 May 2001 [324 IG 935] insofar as those awards applied to employees classified under the Shop Stream of that award from 23 July 2001.

- (ii) This award shall apply to all employees as defined in subclause (iii) of Clause 3, Definitions and Clause 6, Wages, employed in Catholic schools in New South Wales with the exception of Loreto Kirribilli and with the exception of schools operated by the Archdioceses of Canberra-Goulburn or Sydney or by one of the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong. The Catholic schools covered by this award include those listed in Schedule A and Schedule B of Part B of this Award.
- (iii) It shall take effect on and from 5 October 2005 and shall remain in force for a period of three years.

PART B**MONETARY RATES****Table 1 - Wage Rates**

Wage Rates Prior to the First Full Pay Period on or after 1 July 2005

Level	Annual Salary	
	First Full Pay Period on or after 1 November 2004 (6%) \$	First Full Pay Period on or after 1 April 2005 \$
1	35,715	38,394 (7.5%)
2	38,447	39,793 (3.5%)
3	41,052	42,489 (3.5%)
4	43,655	45,183 (3.5%)
5	45,904	47,511 (3.5%)
6	48,060	52,482 (9.2%)

Wage Rates After the First Full Pay Period on or after 1 July 2005

NOTE: Refer to the translocation provisions at subclause 6(viii).

Level	Annual Salary				
	First Full Pay Period on or after 1 July 2005 \$	First Full Pay Period on or after 1 November 2005 (2.5%) \$	First Full Pay Period on or after 30 January 2006 (2.5%) \$	First Full Pay Period on or after 29 January 2007 (5%) \$	First Full Pay Period on or after 29 January 2008 (4%) \$
1	38,394	39,354	40,338	42,355	44,049
2a	39,793	40,788	41,808	43,898	45,654
2b			42,226	44,337	46,110
2c			42,644	44,776	46,567

3a	42,489	43,551	44,640	46,872	48,747
3b			45,087	47,341	49,235
3c			45,533	47,810	49,722
4a	45,183	46,313	47,471	49,845	51,839
4b			47,945	50,342	52,356
4c			48,420	50,841	52,875
5	47,986 (1%)	49,186	50,416	52,937	55,054
6	53,007 (1%)	54,332	55,690	58,475	60,814

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	From 1 Oct 2004 \$	From 1 April 2005 3.5% \$	From 1 Nov 2005 2.5% \$	From 30 Jan 2006 2.5% \$	From 29 Jan 2007 5% \$	From 29 Jan 2008 4% \$
1*	24	Overtime/Meal Allowance	10.26	10.52	10.52	10.52	10.52	10.52
2	25 (a)	First Aid Allowance	12.89 per week 2.58 per day	13.34 per week 2.67 per day	13.67 per week 2.73 per day	14.01 per week 2.80 per day	14.71 per week 2.94 per day	15.30 per week 3.06 per day
3	25(b)	Medication Allowance	6.46 per week 1.29 per day	6.69 per week 1.34 per day	6.86 per week 1.37 per day	7.03 per week 1.41 per day	7.38 per week 1.48 per day	7.68 per week 1.54 per day
4*	26(iii)	Own Car Allowance - for a vehicle under1500cc	87.45 per week	89.64 per week	89.64 per week	89.64 per week	89.64 per week	89.64 per week
		For a vehicle over 1500cc	108.10 per week	110.80 per week	110.80 per week	110.80 per week	110.80 per week	110.80 per week
5*	26(iv)	Own Car Allowance for use on a casual or incidental basis	0.56 per km	0.57 per km	0.57 per km	0.57 per km	0.57 per km	0.57 per km
6*	27(iii)(a)	Laundry Allowance	6.10 per week	6.25 per week	6.25 per week	6.25 per week	6.25 per week	6.25 per week

Note:-

Items 1, 4, 5 and 6 to be adjusted for CPI increases. Current rates have been adjusted to include the June Quarter 2005.

**SCHEDULE A - LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AWARD
AND BOUND BY CLAUSE 19**

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

**SCHEDULE B - LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AWARD
AND BOUND BY CLAUSE 20**

Chevalier College, Bowral	St Ignatius College, Riverview
Kincoppal, Rose Bay	St Stanislaus College, Bathurst
Loreto College, Normanhurst	St Vincent's College, Potts Point
Monte Sant Angelo College, North Sydney	St Mary Star of the Sea College, Wollongong
Rosebank College, Five Dock	Stella Maris College, Manly
St Aloysius College, Milsons Point	

PART C - INDICATIVE DUTIES OF SCHOOL ASSISTANTS

(i) Level 2 School Assistant

An employee at this level may be required by the employer to undertake the following indicative duties:

Indicative Duties:

setting up areas for teaching/examination activities

cleaning up after activities

maintaining tidiness of school property

washing students (to Year 6)

assisting students (to Year 6) in their dressing needs

toileting students (to Year 6)

unpacking, sorting and checking of equipment

performing routine and incidental "clerical" work in connection with the area of work (e.g. filing, typing, keying data into computer)

checking books in and out

copying and duplication of materials

assembling, dismantling, and safeguarding articles or equipment or teaching aides for demonstration or practical work

carrying out minor maintenance on same

receiving, issuing, distributing, stock-taking and safeguarding of goods, supplies, stores, materials and equipment, including teaching resources and excluding dangerous goods

the organisation of rooms, furniture and material for examinations or other occasions as required

the setting up and care of public address systems and security alarm systems and other related duties

basic first aid, if qualified, and directed to undertake this role

basic preparation of practical work for use in the classroom

assisting with supervision of students on excursions

preparing for excursions - duties not directly related to educational component

incidental cleaning and incidental clerical duties as directed

maintaining database information

basic operation of computer software

maintain petty cash or assist with recording finances

basic repair of resource material

general supervision of students under the direction of a teacher

regular basic maintenance of equipment

basic care of flora and fauna.

(ii) Level 3 School Assistant

An employee at this level may be required by the employer to undertake any of the tasks required at Level 2 in addition to the following duties:

Indicative Duties:

washing disabled or other students

assisting disabled or other students in their dressing needs

toileting disabled or other students

care of flora and fauna not requiring specialised knowledge

travel with a student with mild or moderate intellectual disability

handling, storing and distributing goods and resources

maintenance and operation of equipment requiring the application of limited skills

completion of stock control documentation

regular cleaning and maintenance of equipment including audio-visual equipment

preparation of displays

preparation of charts, diagrams and models

interpreting problems of non-English-speaking students to teachers (bi-lingual aides only)

interpreting within the school community

preparation of general laboratory experiments

preparing simple chemical solutions and, under instruction, more complicated solutions

using appropriate storage systems, including for dangerous and toxic substances

monitoring expenditure on resources

researching reference material under the direction of a teacher

assisting with the supervision of students during non-teaching periods

assisting a teacher with a small group of students in an area adjacent to that concurrently used by the responsible teacher

supervising "quiet work" of small groups of students in other than a classroom situation

(iii) Level 4 School Assistant

In addition to undertaking the duties of a Level 3 employee, an employee at this level will be required by the employer to undertake additional duties as required for Level 4:

Indicative Duties:

assisting in teaching duties under the direction and general supervision of a qualified teacher or an employee at Level 5 of this award

under direction, taking students for their individualised teaching plans in specific areas

reporting to teachers on students' progress and charting of individual teaching plans

assisting therapists in their work with students

carrying out individual programs of a self help nature that develop independent living skills in students

taking part in case management meetings with teachers

responsibility for library if no librarian is present

preparation of complex laboratory experiments

developing appropriate storage systems, including for dangerous and toxic substances

assisting a teacher to take a group of not more than 5 students for duties of a non-teaching nature involving skills in a language other than English

assistance in the training of employees at a lower level

travel with up to 4 students with mild or moderate intellectual disability

(iv) Level 5 School Assistant

In addition to undertaking the duties of a Level 4 employee, an employee at this level will be assessed, by the employer, as undertaking additional duties as required for a Level 5:

Indicative Duties

in conjunction with teachers, planning teaching programs

in conjunction with teachers, preparing reports for parents

providing inservice to teachers in specific technical or other areas

supervision, training and coordination of staff, and responsibility for their efficient allocation and control

assisting with assessment and appraisal of students

researching reference material for teachers

maintaining budgetary information for one or more areas, such as kitchens, laboratories, libraries or workrooms

repair of equipment requiring technical knowledge and expertise

purchase of resources in conjunction with a teacher or other qualified member of staff

supervise travel training for a student with a mild intellectual disability.

PART D.- REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 1.4 This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

2. Employers Duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 ‘Significant effects’ include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with clause 2 of this part.
- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week’s notice.
- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from ‘technology’ in accordance with clause 2 of this part.

- 4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this part had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Centrelink.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- 5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

- 5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

M. SCHMIDT J.

(734)

SERIAL C3973**TEACHERS (KU CHILDREN'S SERVICES) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 4265 of 2005)

Before The Honourable Justice Schmidt

22 August 2005

AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries and Allowances
4.	Payment of Salaries
5.	Overpayments
6.	Travelling Expenses
7.	Over Time and Late Fee Allowance
8.	Shift Work - Long Day Care Centres
9.	Public Holidays for Long Day Care Centres
10.	Annual Leave
11.	Payment of Termination and Adjustment of Salary for Teachers Who Commence Employment after the Pre School Service Date and for Teachers Who Take Approved Leave Without Pay - Pre School Centres
12.	Annual Holiday Loading
13.	Hours of Work - Long Day Care Centres
14.	Job Share
15.	Sick Leave
15A.	State Personal/Carer's Leave Case - August 1996
16.	Duties of Employees
17.	Non Contact Time
18.	Crib Breaks
19.	First Aid Certificate
20.	Bereavement Leave
21.	Parental Leave
22.	Examination and Study Leave
23.	Long Service Leave
24.	Jury Service
25.	Short Community Service
26.	Union Representatives
27.	Terms of Engagement and Information to be provided to Teachers
28.	Redundancy
29.	Superannuation
30.	Anti Discrimination
31.	Disputes Avoidance and Grievance Procedures
32.	Area, Incidence and Duration

PART B**MONETARY RATES**

- Table 1 - Rates of Pay - Pre School Centres
- Table 2 - Rates of Pay - Long Day Care Centres
- Table 3 - Directors' Allowances - Pre Schools
- Table 4 - Directors' Allowances - Long Day Care Centres
- Table 5 - Teacher in Charge Allowances - Pre Schools
- Table 6 - Teacher in Charge Allowances - Long Day Care Centres
- Table 7 - Other Rates and Allowances

PART C**REDUNDANCY**

Attachment A - Casual Teachers/Directors Record Of Casual Employment Employee's Record To Be Maintained By Employee

PART A**1. Title**

This award shall be known as the Teachers (KU Children's Services) (State) Award.

2. Definitions

- (a) "Pre-School Centre" hereinafter referred to as "Centre", means any Early Childhood Service Centre, conducted by the employer on a full day and/or sessional care basis licensed by the Department of Community Services, which provides child care and/or educational development programmes and/or Centres for children under school age for up to 204 days per year.
- (b) "Long Day Care Centre" hereinafter referred to as "Centre" means an Early Childhood Services Centre licensed by the Department of Community Services, conducted by an Employer, which provides child care and/or educational development programmes and/or Centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- (c) "Director" means a person appointed as such by the employer and who is an "early childhood teacher", as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a Centre or Centres.
- (d) "Early Childhood Teacher" means a person in a Centre, who is classified as either a Four Year Trained Teacher or a Three Year Trained Teacher, provided that all teachers employed shall be so classified.
 - (i) "Four Year Trained Teacher" means:
 - (1) a person who holds a graduate degree specialising in Early Childhood Education by satisfactorily completing a four year full-time (or part-time equivalent) teacher training degree course at a recognised university, as defined, or a recognised teacher training institution, as defined; or
 - (2) a person who holds a specialist qualification in Early Childhood Education by satisfactorily completing a three year full-time (or part-time equivalent) teacher training specialist Early Childhood course at a recognised university as defined, or a recognised teacher training institution, as defined, and who in addition has satisfactorily competed a graduate diploma at Category PG1 (19.1) Level, as defined; or graduate diploma in early childhood education from a recognised university; or who has satisfactorily completed at least one year's full time study in early childhood education by course work of a 2 year Master's degree program at a recognised university; or

- (3) a person who has acquired equivalent qualifications, as defined; or
 - (4) a person who was employed by an employer as a Four Year Trained Teacher at the date of commencement of this award.
- (ii) "Three Year Trained Teacher" means:-
- (1) a person who holds a specialist qualification in Early Childhood Education by satisfactorily completing a three year full-time (or part-time equivalent) teacher training course at a recognised teacher training institution, as defined; or
 - (2) a person who holds a qualification in Early Childhood Education by satisfactorily completing a two year full-time (or part-time equivalent) teacher training course and who, in addition, has satisfactorily completed the Category UG2 level, as defined, leading to the award in Early Childhood Education; or
 - (3) a person who holds a degree from a recognised university, as defined, or a recognised teacher training institution, as defined, and who, in addition, has satisfactorily completed a graduate diploma in Early Childhood Studies at Category PGI (19.1) Level, as defined; or
 - (4) a person who has acquired equivalent qualification, as defined; or
 - (5) a person who was employed by an employer as a Three Year Trained Teacher as at the date of commencement of this award.
- (e) "Full-time Teacher" means any early childhood teacher engaged as such who is not a part-time or casual teacher.
- (f) "Part-time Teacher" means an early childhood teacher who is engaged to work regularly and not more than 0.8 of the normal hours which a full-time teacher at the Centre is required to work, provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- (g) "Casual Teacher" means an early childhood teacher engaged as required by the employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the 20-day period.
- (h) "Temporary Teacher" means an early childhood teacher, including teachers of children with special needs, engaged as a full-time or part-time employee for a specified period which is not more than a full year, but not less than 20 days. Provided that:
- (i) A teacher may be employed for a specific period in excess of a full year, but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
 - (ii) Teachers of children with special needs may be engaged with the clear understanding that their days, hours of work and location/Centre may change within this period and two weeks' notice shall be given of any such changes.
 - (iii) Teachers of children with special needs may be contracted from year to year in accordance with the funding provisions.
 - (iv) A teacher may be employed where the circumstances indicate that the center enrolments may increase or decrease so that one more or one less teachers may be required provided that such a temporary teacher shall not be employed for more than two years. The employer will advise the union of any such appointments.

- (v) A teacher may be employed where the employer has advised the union of the reason for the temporary appointment other than the above and the union does not object.
- (i) "Recognised Teacher Training Institution" means an Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission, or its replacement.
- (j) "Recognised University" means an Australian university, which is recognised by the Tertiary Education Commission, or its replacement.
- (k) "Category UG2 Level" means a course of study leading to a Category UG2 Diploma Award specialising in Early Childhood as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (l) "Category PGI (19.1) Level" means a course of study leading to a Category PGI Graduate Diploma specialising in Early Childhood Studies (at the 19.1 level) as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, August 1972 (as amended), issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (m) "Employee" means (except in paragraph (ii) of subclause (f) of clause 3, Salaries and Allowances) an Early Childhood Teacher or a Director.
- (n) "Employer" means KU Children's Services.
- (o) "Equivalent Qualification" means a qualification obtained from a university or other tertiary educational institution outside Australia, comparable to any of the qualifications referred to in the definitions of Four Year Trained Teacher or Three Year Trained Teacher and accepted as an equivalent qualification by the National Office of Overseas Skills Recognition.
- (p) "Shift" means a daily period of work in a long day care centre or centres and shall be one of the following:
- (i) "Afternoon shift" means any shift finishing after 7.00 pm and at or before midnight, provided that for teachers employed as of or before 16 May 1997 "afternoon shift" means any shift finishing after 6.30 pm and at or before midnight.
- (ii) "Night shift" means any shift finishing after midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am.
- (iii) "Early morning shift" means any shift commencing at or after 5.00 am and before 6.00 am.
- (iv) "Night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of their working time off night shift in each roster system.
- (q) "Union" means the New South Wales Independent Education Union.
- (r) "Unit" means group of children which, in emergency situations, shall not exceed 27 children for periods of time but which otherwise shall not exceed 25 children, but which need not necessarily consist of the same children at all times.
- (s) "Teacher in Charge" means a teacher appointed as such by the employer where the director is employed on a part time basis, who is an "Early Childhood teacher", as defined, who is responsible to the Director for the management of a Centre that operates 5 days per week on the days when the Director is not in attendance.

3. Salaries and Allowances

- (a) The minimum annual rate of salary payable to full-time teachers and teacher directors in KU Pre-School Centres shall be as set out in Table 1 - Rates of Pay - Pre-school Centres, of Part B, Monetary Rates.
- (b) The minimum annual rate of salary payable to full-time teachers and teacher directors in KU Long Day Care Centres shall be as set out in Table 2 - Rates of Pay - Long Day Care Centres, of Part B, Monetary Rates

Provided that:

- (i) A Three Year Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of full-time service as a teacher in early childhood education services for children aged up to eight years, whether conducted by the employer or not, to Step 11 of the scale.
 - (ii) A Four Year Trained Teacher shall commence on Step 1 of the scale and progress, according to normal years of full-time service, or its part-time equivalent, as a teacher in early childhood education services for children aged up to 8 years, whether conducted by the employer or not, to Step 9 of the scale.
- (c) Part-Time and Temporary Teachers
- (i) A part-time employee, including a temporary part-time employee, shall be paid at the same rate as a full-time employee with the corresponding classification, but in that proportion which the employee's normal attendance hours at the Centre bear to the hours which a full-time employee at a Centre is normally required to attend.
 - (ii) The days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by mutual agreement between the employer and the employee, term by term, with four weeks' notice. The normal hours for the purpose of this sub-clause shall not be varied without agreement.
 - (iii) A temporary full-time employee shall be paid at the same rate as that prescribed for a full-time employee with the corresponding classification.
- (d) Calculation of Service
- (i) For the purpose of this clause, any employee if required by the employer so to do shall, upon engagement, establish to the satisfaction of the employer the length of their teaching service in any Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of a recognised school or within the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
 - (ii) For the purpose of this clause, a period of service other than service within paragraph (i) of this subclause shall be counted as service in accordance with the following principles:
 - (1) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service.
 - (2) A period of service as a carer in the child care industry, including service as a Family Day Care carer, a Child Care Certificate worker or equivalent, and a period of time during which the employee is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged, to a maximum of four increments. Provided that, during the time of child-rearing, the teacher was a qualified early childhood teacher.

- (iii) For the purpose of calculating service:
- (1) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (i) and (ii) of this subclause, shall be counted as service.
 - (2) The amount of service of a part-time employee (including a temporary part-time employee) shall be calculated by reference to the ratio which the number of hours attendance at the Centre by the employee in any year bears to the number of hours attendance at the Centre by a full-time employee at the Centre in the same year, provided that a period of part-time service within paragraph (ii) of this subclause shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
 - (3) Casual employees shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services; provided that only service performed in the preceding four years shall be included in determining incremental progression.
 - (4) For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full time service.
- (e) Re-Classification
- (i) Where an employee, paid as a Three Year Trained Teacher, as defined in Clause 2, Definitions, completes a course of training as set out in the definition of "Four Year Trained Teacher" of the said clause 2, the teacher shall be transferred to the salary step on the higher salary scale, which shall be determined by the teacher's year of service on the scale.
 - (ii) When an employee is transferred to a higher salary scale in accordance with paragraph (i) of this subclause, the date of transfer shall be deemed to be the date of completion of formal course requirements, provided that the employee advises the employer of the date of such completion within one month of that date, otherwise the date of transfer shall be deemed to be one month prior to the date on which such advice was furnished by the employee to the employer.
- (f) Directors' Allowance
- (i) Pre-School Centres

Teachers appointed as Directors in KU Pre-School Centres shall be paid, in addition to the amounts payable pursuant to subclause (a) of this clause, an allowance in accordance with Table 3 - Directors' Allowances - Pre-schools, of Part B, Monetary Rates.
 - (ii) Long Day Care Centres

Teachers appointed as Directors of KU Long Day Care shall be paid an amount payable pursuant to subclause (b) of this clause. A director who directly supervises shall be paid an amount as set out in Table 4 - Directors' Allowances - Long Day Care Centres, of the said Part B, by way of a fixed loading. Provided that directly supervised employees means all employees in a Centre, for the performance of whose duties the Director is responsible.

For the purposes of determining the number of employees directly supervised, each employee who works for 19 hours or more per week in the Centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 August in each year, shall be aggregated and divided by 38 to determine the full time equivalent.
 - (iii) An employee required by the employer to act as a Director for a period of more than three consecutive days shall be paid the appropriate allowances prescribed by subclauses (a) or (b) of

this clause for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year, except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

- (g) Teacher in Charge - A teacher appointed as Teacher in Charge shall be paid in addition to the amounts payable pursuant to subclause (a) of this clause, an allowance in accordance with Table 5 - Teacher in Charge, for teachers in Pre Schools with Table 6 - Teachers in Charge for teachers in Long Day Care Centres, of Part B - Monetary Rates.
- (h) Casual Teachers
 - (i) Pre-School Centres

The salary payable to a casual employee shall be the appropriate rate prescribed by subclause (a) of this clause in accordance with years of full-time service, divided by 204 in the case of a daily rate and further divided by 7.5 to get an hourly rate, provided that the maximum rate payable shall be as follows:

Three Year Trained	Fourth Step
Four Year Trained	Fourth Step

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

- (ii) Long Day Care Centres

A casual employee shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. The rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.

A casual employee is entitled to an additional payment of 1/12 of their salary in accordance with the *Annual Holidays Act 1944*.

- (iii) Provided that the minimum start for any casual employee shall be two hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.
- (iv) Provided that casual employees who are engaged for more than six hours per day and up to 7.6 hours in long day care centres and 7.5 hours in pre-schools, shall be paid the full daily rate.

4. Payment of Salary

- (a) The salary payable to any employee (other than a casual employee) pursuant to this clause shall be payable fortnightly, including during annual leave payments.
- (b) Provided that, if the employee requests, the annual leave payment shall be paid in a lump sum in the final pay before the taking of annual leave.
- (c) Each year the employer will request employees to advise them in writing two months before any annual close down if they require their annual leave to be paid in a lump sum.
- (d) Provided that the fortnightly salary shall be calculated by dividing the annual salary by 26.07, rounded to the nearest dollar.
- (e) Annual Remuneration
 - (i) Notwithstanding clause 3 Salaries and Allowances, an employer may offer and an employee may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax

and employer administrative charge will equal the appropriate salary prescribed by clause 3 Salaries and Allowances.

- (ii) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (iii) Any payment calculated by reference to the teacher's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by clause 3 Salaries and Allowances

5. Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the New South Wales Independent Education Union and KU Children's Services.

6. Travelling Expenses

- (a) Where an employee is required to use their vehicle in connection with the employee's employment other than for journeys between home and place of employment, the employee shall be paid an allowance as set out in Item 1 of Table 7 - Other Rates and Allowances, of Part B, Monetary Rates, for such travel.
- (b) Travelling and other out of pocket expenses reasonably incurred by an employee in the course of duties required and approved by the employer, shall be reimbursed by the employer.

7. Over Time and Late Fee Allowance

7.1. Pre School Teachers

Preschool teachers who are required to stay at the centre after their normal finishing time due to children not being collected, will receive an allowance as set out in Item 2 of Table 7 - Other Rates and Allowances of Part B, Monetary Rates, for each half hour or part thereof that the teacher is required to remain at the centre.

7.2 Long Day Care

- (a) All hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 13 Hours of Work Long Day Care Centres, including where a teacher is required to stay back to supervise children who have not been picked up or to cover staff absences but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) Provided that teachers may be required to attend up to a maximum of two hours per month and directors up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part-time teachers may be required to attend such meetings outside of ordinary hours on a pro rata basis. Teachers will receive two days paid leave per annum in lieu of attendance at such out of hours in service area meetings and committee management meetings. This leave shall be granted and taken on a day or days determined by the employer and mutually convenient to both the employee and the employer. Provided that a part time teacher shall only be entitled to that proportion of paid leave which the teachers number of hours bears to the number of hours that a full time teacher is expected to work.

- (c) Provided that part-time employees who agree to work in excess of their normal hours shall be paid at ordinary time for up to eight hours provided that the additional time worked is during ordinary hours of operation of the ECS centre. No part-time employee shall be required to work for longer than 8 (eight) hours in any day without payment of overtime. Any additional hours shall be paid at overtime rates as per sub clause (a).
- (d) Time Off in Lieu of Overtime
 - (i) By agreement between the teacher and the employer, a teacher may take time off in lieu of payment for overtime.
 - (ii) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.
 - (iii) An employer shall, if requested by a teacher, provide payment at the rate provided for in subclause (a), for any overtime worked where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this clause, on notice from the employer a teacher must elect within six months of accrual, whether to take overtime worked as an overtime payment or as time off work at the ordinary rate of pay.

8. Shift Work - Long Day Care Centres

- (a) For the purposes only of calculating the loadings provided for in this clause:
 - (i) a fortnightly rate of pay shall be obtained by dividing the employee's annual salary by 26.07;
 - (ii) a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph (i) of this subclause, by 10;
 - (iii) the rate of pay for a casual teacher shall be first calculated in accordance with paragraph (ii) of subclause (g) of clause 3, Salaries and Allowances.
- (b) In addition to the weekly or daily rate of salary provided for in the said clause 3, a loading shall be payable to an employee required to perform shift work as follows:
 - (i) early morning shift - 10 per cent;
 - (ii) afternoon shift - 15 per cent - refer to paragraph (i) of subclause (p) of clause 2, Definitions;
 - (iii) night shift, rotating with day or afternoon shift - 17.5 per cent;
 - (iv) night shift, non-rotating - 30 per cent.
- (c) Where an employee is required to work on Saturday, Sunday or holiday, the teacher shall be paid for each such day or shift worked on the following basis:
 - (i) Saturday - at one and one half times the daily rate of pay as calculated in subclause (a) of this clause.
 - (ii) Sunday - at double the daily rate of pay as calculated in subclause (a) of this clause.
 - (iii) Holidays - at two and one half times the daily rate of pay as calculated in subclause (a) of this clause.

The payments prescribed by this subclause shall be in substitution for and not cumulative upon the shift loading prescribed in subclause (b) of this clause.

9. Public Holidays for Long Day Care Centres

- (a) The following days shall be holidays for the purposes of this award: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day. One further day, the date of which shall be agreed upon between the employer and the employee, and all days proclaimed as public holidays for the State shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- (b)
- (i) Where an employee is required to work on a holiday, the teacher shall be paid, in addition to the employee's ordinary rate of pay, at the rate of one and a half times for the time so worked.
- (ii) An employee absent without leave on the day before or the day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where the employer is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday, provided that an employee absent on one day only either before or after a group of holidays shall forfeit wages for one holiday only as well as for the period of absence.

10. Annual Leave

- (a) An employee, on completion of 12 months' continuous service, shall be entitled to a minimum of four weeks leave of absence on full pay.
- (b) See *Annual Holidays Act 1944*.

11. Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the Pre-School Service Date and for Teachers Who Take Approved Leave Without Pay - Pre-School Centres

- (a) This clause will apply:
- (i) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (ii) notwithstanding any other provisions in this award.
- (b) The provisions of this clause shall apply where:
- (i) a teacher's employment ceases;
- (ii) a teacher commences employment after the pre-school service date; or
- (iii) where a teacher takes approved leave without pay;

and payments shall be made to such teachers by application of the formula prescribed by subclause (c) of this clause and, if relevant, by the application of the provisions of subclauses (e) and (f) of this clause in combination.

- (c) Calculation of Payments
- (i) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

P - is the payment due;

s - is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the pre-school for less than one year);

b - is the number of term weeks, or part thereof, in the year;

c - is the number of non-term weeks, or part thereof, in the year;

d - is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the pre-school for less than one year).

(ii) For the purpose of this clause:

(1) "Pre-School Service Date" means the usual commencement date of employment at a pre-school for teachers who are to commence teaching on the first day of the first term.

(2) "Teacher" means any teacher other than a casual teacher.

(d) Termination of Employment

A teacher shall be entitled, on termination of employment, to a payment calculated in accordance with this clause.

(e) Teachers Who Commence Employment After the Pre-School Service Date

Where a teacher commences employment after the Pre-School Service Date in any pre-school year and such employment is to continue into the next pre-school year:

(i) the teacher shall be paid at the conclusion of Term IV in the first calendar year of employment in accordance with this clause;

(ii) the anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the Pre-School Service Date;

(iii) any period for which the teacher has not been paid by the operation of subclause (d) of this clause shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.

(f) Teachers Who Take Approved Leave Without Pay

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

(i) If the leave without pay commences and concludes in the same pre-school year:-

(1) subject to paragraph (ii) of this subclause, the payment shall be calculated and made at the conclusion of Term IV of that pre-school year; and

(2) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:

(A) at the commencement of the leave in respect of that year; and

- (B) at the end of Term IV in accordance with paragraph (iii) hereof.
- (ii) If the leave without pay is to conclude in a pre-school year following the pre-school year in which the leave commenced:-
- (1) at the commencement of the leave, a payment shall be calculated and made in respect of the pre-school year in which the leave commences; and
- (2) at the end of Term IV in the pre-school year in which the leave concludes, a payment shall be calculated and made in respect of that pre-school year.
- (iii) The payment to be made to a teacher at the conclusion of Term IV of a pre-school year:
- (1) pursuant to section (B) of subparagraph (2) of paragraph (i) of this subclause; or
- (2) in circumstances where, with the agreement of the Employer, a teacher who has been paid pursuant to subparagraph (1) of paragraph (ii) of this subclause returns from leave during the pre-school year in which the leave commenced, shall be determined by:
- (A) applying the formula in subclause (c) of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (2) of paragraph (i) of this subclause or subparagraph (1) of paragraph (ii) of this subclause; and
- (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (2) of paragraph (i) of this subclause or subparagraph (1) of paragraph (ii) of this subclause.
- (iv) Notwithstanding the provisions of paragraph (i) of subclause (a) of this clause, a teacher shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act, 1944*, in respect of a year of employment.

12. Annual Holiday Loading

- (a) Pre-School Centres
- (i) Subject to paragraph (vi) of this subclause, where an employee other than a casual employee is given and takes their annual holiday, the teacher shall be paid an annual holiday loading calculated in accordance with this clause.
- (ii) The loading shall be payable in addition to the pay payable to the employee for the period of the annual holiday.
- (iii) The loading shall be calculated in relation to such period of an employee's annual holiday as is equal to the period of annual holiday to which the employee is entitled for the time being under the *Annual Holidays Act 1944*, namely, four weeks at the end of each year of the employee's employment or where relevant, the period of annual leave calculated under subclause (vi) of this subclause.
- (iv) The loading shall be the amount payable for the period of four weeks annual holiday at the rate of 17.5 per cent of the weekly equivalent of the employee's annual salary.
- (v) For the purpose of this clause, "salary" shall mean the salary payable to the employee at the time the loading is payable together with, where applicable, the allowances prescribed by paragraph (i) of subclause (f) and (g) of clause 3, Salaries and Allowances, but not including any other allowances or amount otherwise payable in addition to salary. Provided that where subclause (vi) of this subclause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to clause 11, Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment

After the Pre-School Service Date and for Teachers who take Approved Leave Without Pay - Pre-School Centres.

- (vi) Where a teacher receives a payment pursuant to the said clause 11, including the case where a teacher's employment is terminated during the Pre-School year for a reason other than misconduct, the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading they would be entitled to for the full pre-school year as is equal to the fraction which the number of Pre-School weeks worked by the teacher in that year bears to the number of weeks the teacher would be normally required by the employer to work in a full pre-school year.
- (b) Long Day Care Centres
- (i) A 17.5 per cent loading shall be payable on four weeks' annual holiday when the annual holiday is taken after falling due.
 - (ii) In the case of an employee who is given and takes an annual holiday and who would have worked as a shift worker if the teacher had not been on holiday, then the amount of loading shall be the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday if the loading calculated in accordance with this subclause exceeds 17.5 per cent, then that amount shall be paid to the employee in lieu of the 17.5 per cent loading.
 - (iii) The provisions of this clause shall not apply to casual employees.

13. Hours of Work - Long Day Care Centres

The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of thirty eight (38) per week between the hours of 6.00am to 7.00pm Monday to Friday to be worked by one of the following methods:

- (a) The teacher working in shifts of not more than (8) hours duration.
 - (i) A teacher shall accrue one (1) rostered day off for each twenty (20) days of service.
 - (ii) Each day of paid leave taken pursuant to this award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
 - (iii) Notwithstanding the provisions of paragraph (i) of this subclause a teacher shall be entitled to no more than twelve paid rostered days off in any twelve months of consecutive employment.
 - (iv) An employee shall accrue one (1) paid rostered day off (RDO) in each 20-day 4-week work cycle to a maximum of 0.4 of one hour for 8 hours duty on each day of attendance. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.

A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken or entitlements pursuant to this paragraph at the rate of pay on the date of termination.
 - (v) A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.
- (b) By the teacher working in shifts of more than eight ordinary hour one or more days during the work cycle
 - (i) by the teacher(s) working three 10 hour shifts and one 8 hour shift per week; or

- (ii) by the teacher(s) working four 9.5 hour shifts per week; or
- (iii) any other shift arrangement whereby an employee works no more than 10 hours per day or 38 hours per week.

If the teacher works a shift longer than eight (8) hours the employee shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

(c) Method of Implementation

The method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the employer:-

- (i) 19-day month - the teacher may fix one workday off in each four-week cycle as a rostered day off to the extent of rostered days off accrued pursuant to subclause (ii) of this clause.
- (ii) Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.
- (iii) By teachers working more than 8 hours on 1 or more days of the work cycle.

The employer shall make the final determination of the method of implementing the 38 hour week.

(d) Rostering

- (i) A teacher shall be advised by the employer at least 4 weeks in advance of the day or days on which the teacher is to be rostered off duty.
- (ii) An individual teacher may, with the agreement of the employer, substitute the day the teacher is rostered off duty for another day.

(e) Part-time, Casual and Temporary Teachers

- (i) Nothing in this clause shall entitle a teacher who works less than 38 hours per week (inclusive of crib breaks) to accumulate rostered days off pursuant to this clause, provided that any part time teacher who as at August 1, 2005 was entitled to either accumulate rostered days off or be paid the 5% loading shall continue to do so.
- (ii) Casual Teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of entitlement to rostered days off.
- (iii) Temporary teachers - A full time or part time temporary teacher shall, by agreement with the employer and according to the period of engagement of the teacher, shall be entitled to either; be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off, or accumulate rostered days off in accordance with subclause (b) of this clause provided that a temporary part time teacher the provisions of sub clause e(i) shall apply.

14. Job Share

- (a) Job share is a five day full time position, which is shared by two teachers, working a predetermined number of full days each per week.
- (b) Job share will be available to teachers in long day care and pre-school services

- (c) Procedures for implementing job share:
- (i) Teachers interested in job share may put forward a proposal in writing to the director of the service and provide a copy to the consultant. This proposal should include the following:
 - (1) reasons;
 - (2) benefits to the Centre in accordance with KU policy guidelines;
 - (3) strategies for the management of job share; nominated days of work.
 - (ii) The consultant, the director and the prospective job share teacher will then meet to discuss the following issues:
 - (1) advantages/disadvantages of proposal.;
 - (2) strategies for communication between job share teachers;
 - (3) strategies for communication with other staff members;
 - (4) attendance at parent meetings and preparation of written reports;
 - (5) attendance at staff meetings, regional meetings, inservice courses and other out of hours meetings or functions;
 - (6) curriculum and programming issues.

The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.
 - (iii) If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant Manager of Children's Services with a recommendation from the consultant.
 - (iv) The relevant Manager of Children's Services will review the proposal and, if the proposal is approved, will forward it to the Human Resource Manager who will confirm in writing approval of the proposal.
 - (v) If job share is approved, the second position is advertised, and both positions will become permanent part time.
 - (vi) Following the appointment of the second job share teacher, the issues identified in paragraph (ii) will be discussed at a full staff meeting, with the consultant present.
 - (vii) In the event that the job share proposal is not approved, the staff member concerned has the right to appeal and negotiations could take place in accordance with clause No.29 - Disputes Avoidance and Grievance Procedures.
- (d) KU, as the employer, reserves the right to:
- (i) View each situation on an individual basis and within the stated guidelines.
 - (ii) Nominate, if necessary, a number of staff or an overall percentage of teachers in KU's workforce who are able to job share.
 - (iii) Determine the number of job share positions in each centre.

- (e)
- (i) Absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.
 - (ii) Payment for such vacancies will be according to clause 3, Salaries and Allowances.

(f) Resignations

In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:

- (i) The remaining part-time teacher may be offered the option of a full time position.
- (ii) Another permanent staff member, including part-time teachers, may transfer to the job share position.
- (iii) If neither of the above occurs, then the part-time position will be advertised according to KU policy.

15. Sick Leave

- (a) Any full-time, temporary or part-time teacher shall be entitled to 15 days paid sick leave in respect of any absence on account of illness or injury for each year of service.
- (b) Sick leave entitlement for a part-time teacher employed in a pre-school shall be in that proportion which the teacher's number of hours of attendance in a full pre-school week bears to the number of hours which a full-time teacher at the centre is normally required to attend.
- (c) Sick leave entitlement for a part-time teacher employed in a long day care centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that Centre is normally required to work.
- (d) A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
- (e) A teacher shall not be entitled to sick leave for any period in respect of which the teacher is entitled to workers compensation.
- (f) A teacher shall not be entitled to paid sick leave unless they notify the employer or such other person deputised by the employer, prior to the commencement of their rostered hours of work, of the nature of the illness and of the estimated duration of the absence; provided that sick leave shall be available if the teacher took all reasonable steps to notify the employer and was unable on account of the illness to take such steps.
- (g) Other than in respect of the first two days absence in respect of sickness in any one year a teacher shall, upon request, provide a medical certificate addressed to the employer. Notwithstanding the foregoing, the employer may require other evidence of sickness.
- (h) Where a teacher, employed in a long day care centre, is sick on their rostered day off, or any forms of paid leave, they shall not be entitled to sick leave nor will their sick leave entitlements be reduced as a result of their sickness on that day.
- (i) Untaken sick leave shall accumulate from year to year.

15A. State Personal/Carer's Leave Case - August 1996

- (1) Use of sick leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 15, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (a) a spouse of the employee; or
- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

16. Duties of Employees

- (a) The normal duties of employees shall include the usual duties performed in attendance at the centre as well as the usual planning, resourcing and extra-curricular activities associated with a centre, including attendance at parent and committee management meetings.

- (b) In pre-school and long day care centres, employees are responsible for ensuring that they are aware of new developments in early childhood education and that they attend professional development and in-service courses as required.
- (c) For employees in long day care centres, attendance at such inservice courses and professional development outside hours of attendance beyond the equivalent of two days attendance at the center referred to in clause 7.2(b) shall be at the option of the employee
- (d) Employees in pre schools shall be required to attend up to 16 hours per annum of professional development and inservice which does not include parent and staff meetings but does include the annual seminar and other relevant in services provided that part time employees shall only be required to attend that proportion which the employees working hours bears to the number of working hours a full time teacher is normally required to work. Employees will not receive time in lieu for such attendance.
- (e) In pre-school centres, employees shall attend at the centre as required on 202 actual days of child attendance in each calendar year, and for two days of child-free attendance as nominated by the employer.
- (f) A Director shall, in addition, have responsibility for the security and maintenance of the centre.

17. Non Contact Time

- (a) Both KU Children's Services and the Independent Education Union recognise that all teachers and directors should be relieved from face to face duties in order to perform administration duties, programming, record keeping and liaison with parents and outside agencies.
- (b) Directors Administration Time
Full Time Directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.
- (c) Full Time Teachers Non Contact Time
Teachers shall receive a minimum of 2 hours per week of non contact time.
- (d) Provided that directors or teachers who now receive non contact time in excess of this shall not have this time reduced as a result of the making of this award.
- (e) Non Contact time for Part time teacher and Directors shall be in that proportion to which the teacher or directors working hours bear to the number of working hours which a full time teacher or director at the centre is normally required to work.

18. Crib Breaks

An employee shall be entitled to 30 consecutive minutes crib break within the centre. Where a meal is taken at the Centre, at the direction of the employer, it shall be counted as time worked. An employee is not to be required to work for more than five hours without being given the opportunity to take a crib break. See *Children (Care and Protection) Act 1987* for provisions relating to supervision of children.

19. First Aid Certificate

Employees will be required to obtain and maintain a first-aid certificate under the following conditions:

- (a) Employees in the first six months of employment will be required to have or to obtain an approved Senior First-aid Certificate.

However, if the employee has a current "Care for Kids" qualification on commencement of employment with KU Children's Services, they will have six months in which to obtain the Senior First-aid Certificate.

- (b) After three year's of employment, an employee will be required to obtain either a Care for Kids qualification or a Senior First-aid Certificate.

Provided that in every sixth year of employment an employee must obtain the Senior First-aid Certificate.

- (c) Employees in long day care centres will be granted paid leave to attend a first-aid course or when the employee attends the course in their own time, the employee will receive time in lieu at ordinary rates for course attendance time.
- (d) For employees in pre-schools, attendance at a first aid course shall be on the employees own time.

20. Bereavement Leave

- (a) A teacher, other than a casual teacher shall be entitled to a maximum of three days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in subclause 19(iii)
- (b) The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in clause 15A, provided that for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.
- (d) A teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses, (2), (3), (4), (5) and (6) of the said clause 15A. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

21. Parental Leave

21.1 Paternity Leave

- (i) A teacher who takes paternity leave on or after 1 August 2005 shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth.
- (ii) A teacher shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.
- (iii) A teacher who commences paternity leave before 1 August 2005 shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.

21.2 Maternity, Adoption Leave

- (i) A teacher who takes unpaid maternity/adoption leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (ii) The maternity/adoption leave in this clause shall be the equivalent if the teacher has completed:

1 to 2 years of service	3 weeks
2 to 3 years of service	6 weeks
3 or more years of service	9 weeks

- (iii) The teacher must be paid at the rate the teacher was paid at the time of commencing leave including allowances.
- (iv) The teacher must be paid:
 - (a) at the usual times and intervals that other teachers are paid by KU Children's Services, or
 - (b) if the teacher asks two weeks in advance and KU Children's Services agrees, in a lump sum.
- (iv) The teacher must be paid:
 - (a) at the usual times and intervals that other teachers are paid by KU Children's Services, or
 - (b) if the teacher asks two weeks in advance and KU Children's Services agrees, in a lump sum.
- (v) The employer must pay the first or lump sum payments at the pay period commencing closest to:
 - (a) six weeks before the anticipated date of birth or adoption; or
 - (b) if birth occurs before the time referred to in (a), the date of the birth; or
 - (c) if the teacher has not commenced maternity/ adoption leave at the time referred to in (a), when the teacher commences leave.
- (vi) If a teacher's pregnancy is terminated other than by the birth of a living child:
 - (a) more than 20 weeks before the anticipated date of birth the teacher is not entitled to the payment;
 - (b) less than 20 weeks before the anticipated date of birth the teacher is entitled to the payment while he/she remains on leave.
- (viii) Except as varied by this provision, Part 4 of Chapter 4 of the *Industrial Relations Act 1996* shall apply.

Notation:

- (i) It is recognised that the obligations of an employer under the provisions of the *Industrial Relations Act 1996* relating to maternity, paternity and adoption leave must be followed, but;
- (ii) subject to paragraph (i), the employer and the New South Wales Independent Education Union are of the unanimous view that, other than in exceptional circumstances, leave without pay, including parental leave, should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term (unless the employer has expressly agreed to the contrary).
- (iii) In order to facilitate the desirable practice referred to in paragraph (ii) of this notation the employer is prepared to extend the time of parental leave beyond that maximum entitlement prescribed by the *Industrial Relations Act 1996*, should a teacher agree to return from parental leave at the commencement of the term immediately following the maximum period of leave without pay required to be afforded by the said Act.

22. Examination and Study Leave

- (a) An employee, who for the purposes of furthering their teacher training, enrolls in any course approved by the employer at a recognised University or recognised Teacher Training Institution, shall be granted leave:

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

23. Long Service Leave

- (a) See *Long Service Leave Act 1955*.

24. Jury Service

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

25. Short Community Service

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

26. Union Representatives

- (a) An employer shall permit the union representative in the Centre to post union notices relating to the holding of meetings on a staff room noticeboard.
- (b) The union representative shall be permitted in working hours to interview the employer on union business. Such interview shall take place at a time and place convenient to both parties.
- (c) Meetings of union members who are employed at the Centre may be held on the premises at times and places reasonably convenient to both union members and the employer.

27. Terms of Engagement and Information to be Provided to Teachers

- (a) The employer shall provide an employee (other than a casual employee) on appointment with a letter and other information stating, inter alia, the classification and rate of salary as at appointment, the period of engagement if a specified time contract, the normal attendance that will be required, an outline of the responsibilities of the position that will be required, and an outline of superannuation benefits available.
 - (i) Provided that letters of appointment provided to pre- school teachers employed after the date of the making of this award shall state the hours to attendance to be 38 hours per week provided that no pre-school centre shall extend their hours of operation without the agreement of the Independent Education Union.

The employment of a teacher during the first three calendar months shall be probationary. Either party may terminate the employment during this period with two weeks notice.

- (b) The employment of any employee (other than a temporary or casual employee) shall not be terminated without at least four weeks' notice on either side or the payment of, or forfeiture of, four weeks salary in lieu of notice, other than during the probationary period.

- (c) The employment of a temporary employee employed for a period in excess of four weeks shall not be terminated, except in accordance with the provisions of subclause (b) of this clause.

In the case of a temporary employee employed for a period of less than four weeks, employment shall not be terminated without at least one week's notice on either side or the payment or forfeiture of one week's salary in lieu of notice.

- (d) The employment of a casual teacher can be terminated with one hours notice provided the casual employee is paid for all hours worked, with at least a minimum start payment of two occurs.
- (e) The employer may provide a teacher of children with special needs with a letter of appointment which outlines the teacher's hours of attendance, days of attendance, and places of employment which may be varied throughout the period of engagement. Such variations would occur from time to time with not less than two weeks' notice or otherwise by agreement.
- (f) The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- (g)
- (i) On termination of casual employment, the employer shall indicate on the employee's service card, if requested by the employee (see Attachment A to this award) the length of service with that employer.
- (ii) On the termination of service of an employee, other than a casual employee, the employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher.
- (h) Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of their engagement, provided such request is made during or on termination of the casual engagement.
- (i) Where an employer proposes either to make alterations to the centre in which an employee is employed, or to transfer an employee from the centre in which the employee is employed, which will have the consequence that the employees' conditions of employment will no longer apply to the employee, the employer shall, as soon as practicable in any case after a firm decision has been made, give the employee notice of the change and shall, if the employee so requests, hold discussions with the employee, or with a representative of the employee, as soon as practicable after making the decision and, in any event, not less than four weeks prior to the implementation of the decision.
- (j) An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and training.

28. Redundancy

See part C of this award

29. Superannuation

- (a) Definitions

For the purpose of this clause:

- (i) "Basic earnings" shall mean:
- (1) the rate of salary prescribed from time to time by this award;
 - (2) the amount of any allowance prescribed from time to time, including the allowance payable to a director.

- (ii) "Employee" means a teacher or director, and includes casual, part-time, or temporary employees.
 - (iii) "Employer" means KU Children's Services.
 - (iv) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
 - (v) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by Deed made 14 October 1987.
- (b) Fund
- (i) For the purposes of this clause, contributions made by the KU Children's Services, in accordance with the provisions of subclause (c) of this clause, shall be as follows:
 - (1) KU Children's Services shall offer each employee a choice between HESTA or ASSET;
 - (2) the employee shall nominate the fund into which contributions shall be made.
 - (ii) The KU Children's Services shall continue to be a participating employer in HESTA and/or ASSET in accordance with the choice of employees of the employer.
 - (iii) An employee shall become eligible to join HESTA or ASSET from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (c) Benefits
- (i) Except as provided in paragraphs (iii) and (iv) of this subclause, KU Children's Services shall, in respect of each employee employed by it, pay contributions to the respective Trustee at the rate of four per cent (4%) of the employee's basic earnings or as prescribed by the *Superannuation Guarantee (Administration) Act 1992*.
 - (ii) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective fund.
 - (iii) KU Children's Services shall not be required to make contributions pursuant to this clause in respect of an employee in respect of a period when that employee is absent from the teacher's employment without pay.
 - (iv) Part-time and Casual Employees

KU Children's Services shall pay contributions pursuant to this clause in respect of a part-time employee employed by it if the basic earnings of the employee exceed \$200 for that calendar month.

KU Children's Services shall pay contributions pursuant to this clause in respect of a casual employee employed by it for any calendar month in which the basic earnings of the employee exceed \$450 for that calendar month.
 - (v) Where a new employee commences employment, KU Children's Services shall advise the employee in writing of the employee's entitlements under this clause and of the action to be taken by the employee to obtain the benefit of those entitlements.
 - (vi) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with paragraph (i) of this subclause shall be made from the date when the employee became eligible for membership.

(d) Records

KU Children's Services shall retain all records relating to the calculation of payments due to the fund(s) in respect of each employee and such records shall be retained for a period of six years.

30. Anti - Discrimination

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

31. Disputes Avoidance and Grievance Procedures

- (a) The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this award, by measures based on consultation, co-operation and negotiation.
- (b) Without prejudice to either party, the parties to this award shall ensure the continuation of work in accordance this award and custom and practice in KU Children's Services Centres.
- (c)
 - (i) In the event of any matter arising under this award which is of concern or interest, the teacher shall discuss this matter with the Chief Executive Officer of KU Children's Services or their nominee.
 - (ii) If the matter is not resolved at this level, the teacher may refer this matter to the NSW Independent Education Union, who will discuss the matter with the Chief Executive Officer of KU Children's Services or their nominee.
 - (iii) If the matter remains unresolved, it shall be referred to the General Secretary of the NSW Independent Education Union or their nominee and the Chief Executive Officer of KU Children's Services or their nominee for discussion and appropriate action.

- (iv) If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales or its successor.
- (d) Nothing contained in this procedure shall prevent the General Secretary of the NSW Independent Education Union or their nominee or the Chief Executive Officer of KU Children's Services or their nominee from entering into negotiations at any level either at the request of a member or on their own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

32. Area, Incidence and Duration

- (a) This award shall apply to all teachers and directors as defined in clause 2, Definitions, employed by KU Children's Services in New South Wales.
- (b) This award rescinds and replaces the Teachers (KU Children's Services) (State) Award published 12 July 2002 (335 I.G. 76) as reviewed and varied pursuant to Section 19 of the *Industrial Relations Act* 1996, on 19 October 1999 published on 14 July 2000 (317 IG 27) and the changes made to the award pursuant to the Award Review under section 19 (c) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 2005 take effect on and from 26 April 2005.
- (c) This award shall take effect from 22 August 2005 and shall remain in force for a period of three years.
- (d) This award remains in force until varied or rescinded, the period for which it was made having expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay - Pre-School Centres

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Classification/	Current	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Incremental Salary Step Three Year Trained Teachers Incremental Salary Step				
Step 1	38,201	40,111	41,916	43,593
Step 2	40,141	42,148	44,045	45,807
Step 3	42,242	44,354	46,350	48,204
Step 4	44,180	46,389	48,477	50,416
Step 5	46,190	48,500	50,683	52,710
Step 6	48,420	50,841	53,129	55,254
Step 7	49,645	52,127	54,473	56,652
Step 8	50,845	53,387	55,789	58,021
Step 9	52,875	55,519	58,017	60,338
Step 10	54,990	57,740	60,338	62,752
Step 11	56,474	59,298	61,966	64,445
Four Year Trained Teachers Incremental Salary Step				
Step 1	40,619	42,650	44,569	46,352
Step 2	43,135	45,292	47,330	49,223
Step 3	45,559	47,837	49,990	51,990

Step 4	48,248	50,660	52,940	55,058
Step 5	50,749	53,286	55,684	57,911
Step 6	52,874	55,518	58,016	60,337
Step 7	54,990	57,740	60,338	62,752
Step 8	57,372	60,241	62,952	65,470
Step 9	59,666	62,649	65,468	68,087

Table 2 - Rates of Pay - Long Day Care Centres

The following minimum annual salaries shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Classification/	Current	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Incremental Salary Step Three Year Trained Teachers Incremental Salary Step				
Step 1	39,725	41,711	43,588	45,332
Step 2	41,749	43,836	45,809	47,641
Step 3	43,931	46,128	48,204	50,132
Step 4	45,946	48,243	50,414	52,431
Step 5	48,038	50,440	52,710	54,818
Step 6	50,363	52,881	55,261	57,471
Step 7	51,630	54,212	56,652	58,918
Step 8	52,884	55,528	58,027	60,348
Step 9	54,991	57,741	60,339	62,753
Step 10	57,188	60,047	62,749	65,259
Step 11	58,729	61,665	64,440	67,018
Four Year Trained Teachers Incremental Salary Step				
Step 1	42,242	44,354	46,350	48,204
Step 2	44,860	47,103	49,223	51,192
Step 3	47,381	49,750	51,989	54,069
Step 4	50,177	52,686	55,057	57,259
Step 5	52,780	55,419	57,913	60,230
Step 6	54,991	57,741	60,339	62,753
Step 7	57,188	60,047	62,749	65,259
Step 8	59,666	62,649	65,468	68,087
Step 9	62,051	65,154	68,086	70,809

Table 3 - Directors' Allowances - Pre-Schools

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	Current \$	22 August 2005 10% \$	22 August 2006 10% \$	22 August 2007 10% \$
1	5,297	5,827	6,410	7,051
2	6,254	6,879	7,567	8,324
3	7,566	8,323	9,155	10,071
4	9,212	10,133	11,146	12,261

Table 4 - Directors' Allowances - Long Day Care Centres

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	Current \$	22 August 2005 10% \$	22 August 2006 10% \$	22 August 2007 10% \$
1 to 6 employees	6,254	6,879	7,567	8,324
7 to 12 employees	7,566	8,323	9,155	10,071
13 to 16 employees	9,212	10,133	11,146	12,261
17 or more employees	10,002	11,002	12,102	13,312

Table 5 - Teacher in Charge Allowances - Pre Schools

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Pre School	22 August 2005 \$	22 August 2006 \$	22 August 2007 \$
1	2,914	3,205	3,526
2	3,440	3,784	4,162
3	4,162	4,578	5,036
4	5,067	5,573	6,131

Table 6 - Teacher in Charge Allowances - Long Day Care Centres

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Long Day Care	22 August 2005 \$	22 August 2006 \$	22 August 2007 \$
1	3,440	3,784	4,162
2	4,162	4,578	5,036
3	5,067	5,573	6,131
4	5,501	6,051	6,656

Table 7 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(a)	Travelling Expenses	0.51 per kilometre of travel
2	7	Late Fee Allowance	20.00 per half hour or part thereof

PART C

REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the Award.
- 1.2 This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first

reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- 1.4 This Part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

2. Employers Duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 2 of this Part.
- 4.1.1 In order to terminate the employment of an employee, the employer shall give to the employee at least four weeks notice as prescribed in Clause 25 Terms of Engagement and Information to Teachers subclause (b) of the award.
- 4.1.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Department of Social Security Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Department of Social Security.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's

option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	16 weeks
years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where an employee is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for an employee.

ATTACHMENT A**CASUAL TEACHERS/DIRECTORS****RECORD OF CASUAL EMPLOYMENT****EMPLOYEE'S RECORD TO BE MAINTAINED BY EMPLOYEE**

1. Name: _____
2. Number of years of training: _____
3. Name of qualification: _____
4. Year of attainment of this qualification: _____

Period of engagement (from date to date)	No. of days/hours worked in total, classification, years trained and step	Name, address and telephone number of Centre	Signed by Centre Director (signature, date and name)

SCHEDULE A**Award and Variations Incorporated**

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol.	Page
Award	B5708	17 April 1998	16 May 1997	304	449

SCHEDULE B**Changes Made on Review**

Date of Effect: 24 September 1999

- (1) Provisions Modified:

Award	Clause	Previous form of clause last Published at:	
		Vol.	Page
Teachers (KU Children's Services) (State) Award	4, Payment of Salary	304	4584
Teachers (KU Children's Services) (State) Award	13, Hours of Work	304	465
Teachers (KU Children's Services) (State) Award	17, Non-Contact Time	-	-
Teachers (KU Children's Services) (State) Award	20, Bereavement Leave	304	474
Teachers (KU Children's Services) (State) Award	21, Parental Leave	304	474
Teachers (KU Children's Services) (State) Award	25, Terms of Engagement	304	476

Teachers (KU Children's Services) (State) Award	Part B, Monetary Rates	304	480
Teachers (KU Children's Services) (State) Award	27, Redundancy	-	-
Teachers (KU Children's Services) (State) Award	28, Anti- Discrimination	-	-

(2) Provisions Removed:

Award	Clause	Previous form of clause last Published at:	
		Vol.	Page
Teachers (KU Children's Services) (State) Award	3 (b) (ii) (iii) and(v)	304	454
Teachers (KU Children's Services) (State) Award	15 (j)	304	469

Rescinded Obsolete Awards Related to this Award :

Award	Clause	Previous form of clause last Published at:	
		Vol.	Page

M. SCHMIDT *J.*

 Printed by the authority of the Industrial Registrar.

(1279)

SERIAL C4013

CROWN EMPLOYEES (DEPARTMENT OF COMMERCE) WAGES STAFF AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Commerce.

(No. IRC 3274 of 2005)

Before Commissioner Cambridge

2 August 2005

AWARD

1. Arrangement of Award

Clause No. Subject Matter

1. Arrangement of Award
2. Definitions
3. Parties
4. Incidence and Period of Operation
5. Workplace Reform
6. Categories of Employment
7. Rates of Pay
8. Pay Arrangements
9. Hours of Work
10. Career Development and Training
11. Rostered Days Off
12. Performance Management
13. Relocation Package
14. Conditions of Employment
15. Leave
16. Dispute Resolution
17. Anti-Discrimination
18. Consultative Arrangements
19. Deduction of Union Subscriptions
20. Private Use of Business Vehicles
21. Workplace Representatives
22. Relationship to Awards, Agreements etc
23. Award Safety Net
24. Leave Reserved
25. Assistance with Public Transport

Appendix One - Definition, Scope of Work, Level of Skill
and Quality, Safety and General Responsibilities of
Staff Members

Appendix Two - Survey and Spatial Information

Appendix Three - Apprentices

Appendix Four - Competency Based Promotion

2. Definitions

- (1) "Department" and "employer" means the NSW Department of Commerce.
- (2) "Director-General" means the chief executive officer of the NSW Department of Commerce

- (3) "Wages staff", "staff", "staff member" and "employee" means a person engaged under the terms and conditions of this award by the NSW Department Of Commerce.
- (4) "Award" means any award made pursuant to the provisions of the *Industrial Arbitration Act 1940* or *Industrial Relations Act 1996*.
- (5) "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- (6) "Public Sector Agreement" means any Agreement made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (7) "Determination" means any determination made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (8) "Enterprise Agreement" means an Agreement made pursuant to Section 115 of the *Industrial Relations Act 1996*.
- (9) "Industrial Authority" means the Public Employment Office, as constituted under the *Public Sector Employment and Management Act 2002*.
- (10) "Union" means the:
- The Construction, Forestry, Mining and Energy Union
 - (Construction and General Division) NSW Divisional Branch;
 - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.
 - Electrical Trades Union of Australia, New South Wales Branch;
 - The Australian Workers' Union, Greater New South Wales Branch;
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
 - Transport Worker's Union of Australia, New South Wales Branch;
- having regard to their respective coverage.
- (11) "Supervisor" means an employee appointed as such or having been determined by management as having supervisory responsibilities for staff covered by this award.

3. Parties

This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:

The Department of Commerce

The Public Employment Office of NSW

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, Greater New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Transport Worker's Union of Australia, New South Wales Branch.

4. Incidence and Period of Operation

This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.

This award shall take effect from the first full pay period to commence on or after 2 August 2005 and any registered changes made by the parties shall operate until 30 June 2008.

The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.

This award rescinds and replaces the Crown Employees (Department of Commerce) Wages Staff Award 2004 published 1 March 2001 (331 I.G. 874).

5. Workplace Reform

The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.

Workplace Reform includes:

consultation with the parties on implementation.

ensuring equal employment opportunity and recognition of merit.

an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.

the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.

the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.

benchmarking against comparative private sector organisations.

making changes to working arrangements through consultation and cooperation.

workplace communication to ensure there is a clear and common understanding of Department's objectives.

innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

6. Categories of Employment

The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:

"for a specified term; or;

"for the duration of a specified task; or

"for duties that are irregular or intermittent ("casual").

A person may be engaged as an employee on a full-time or part-time basis.

At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including

"the type of employment;

"whether a probationary period applies and, if so, the expected duration of the period;

"if the person is engaged for a specified term, the relevant reason or purpose and the specified term;

"if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and

"a list of the main instruments governing the terms and conditions of their employment.

Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.

Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.

Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.

The written agreement of a full-time employee will be obtained before the employee's hours are varied.

7. Rates of Pay

From the first pay period commencing on or after the date of granting of variation of this Award the rates of pay set out under the heading shall be payable. These rates represent a 4% wage increase from the rates applicable under the previous award.

From the first pay period commencing on or after 1 July 2005 the rates of pay set out under the heading FPPOOA 1.7.2005 shall be payable. These rates represent a 4% wage increase from the first pay period commencing on or after 1 July 2005.

From the first pay period commencing on or after 1 July 2006 the rates of pay set out under the heading FPPOOA 1.7.2006 shall be payable. These rates represent a 4% wage increase from the first pay period commencing on or after 1 July 2006.

From the first pay period commencing on or after 1 July 2007 the rates of pay set out under the heading FPPOOA 1.7.2007 shall be payable. These rates represent a 4% wage increase from the first pay period commencing on or after 1 July 2007.

The parties agree that there shall be no additional claims for variation in the rates of pay during the period of operation of this award, namely until 30 June 2008.

Classification		\$ Rate per fortnight			
		FFPOA Granting of Variation of Award	FFPOA 1.7.2005	FFPOA 1.7.2006	FFPOA 1.7.2007
L1	(92%)	1366.80	1421.50	1478.40	1573.0
L2	(95%)	1412.50	1469.00	1527.80	1588.90
L3	(97.5%)	1451.00	1509.00	1569.40	1632.20
L4	(100%)	1485.60	1545.00	1606.80	1671.10
L5	(105%)	1569.40	1632.20	1697.50	1765.40
L6	(110%)	1634.20	1699.60	1767.60	1838.30
L7	(115%)	1708.60	1776.90	1848.00	1921.90
L8	(120%)	1782.60	1853.90	1928.10	2005.20
L9	(126%)	1872.00	1946.90	2024.80	2105.80
L10	(133%)	1970.00	2048.80	2130.80	2216.00
	(135%)	2012.20	2092.70	2176.40	2263.50
L11	(139%)	2071.20	2154.00	2240.20	2329.80
		2131.60	2216.90	2305.60	2397.80
	(147%)	2192.20	2279.90	2371.10	2465.90
L12	(152%)	2260.30	2350.70	2444.70	2542.50
	(156%)	2326.40	2419.50	2516.30	2617.00

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	\$ Rate per fortnight		
	FPPOOA 1.7.2005	FPPOOA 1.7.2006	FPPOOA 1.7.2007
Stonemason-carvers	103.40	107.50	111.80
Electricians	103.40	107.50	111.80
Plumbers	16.30	17.00	17.70
Welder (Special)	16.30	17.00	17.70

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is detailed in the 12 Level classification structure, set out at Appendix 1.

8. Pay Arrangements

- (1) Fortnightly Payment

Employees shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

- (2) Leave Loading

Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

9. Hours of Work

Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.

Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.

Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.

Five hour break: an employee should not work for more than 5 hours without a break for a meal.

Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:

the prescribed weekly hours of duty;

the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.

the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.

Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

10. Career Development and Training

The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:

assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.

assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;

ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills

The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.

Approved training will be conducted without loss of pay.

11. Rostered Days Off

Rostered Day Off (RDO) provisions, as provided by Clause 2. Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.

The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.

This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.

There will be appropriate records kept of the date a employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

12. Performance Management

The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

13. Relocation Package

Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

14. Conditions of Employment

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

- Excess Fares and Travelling Time
- Distant Work
- Payment for Loss of Tools
- Overtime
- Tool Allowance

shall operate as provided by this clause.

(1) Excess Fares And Travelling Time

An allowance of \$16.10 per day, comprising of \$9.50 for excess fares and \$6.60 for excess travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for excess fares and travelling time to and from places of work, provided that:

- (a) only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused; and

- (b) the provisions of this subclause shall not apply to any employee when required to commence and cease work at a workshop which is their regular place of employment

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.69 per kilometre. An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Department of Commerce Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

- the completion of the project; or
- within three months of its being worked; or
- is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a employee:

- who leaves of their own free will; or
- is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$15.30 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$43.30 per day for each day residing away from the usual place of residence or \$303.00 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss Of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1315.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

(c) Provided that for the purposes of this sub-clause:

Only tools used by the employee in the course of their employment shall be covered by this sub-clause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by Clause 9. Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

(5) Tool Allowance

Tool Allowances payable to Department of Commerce Staff (Wages) shall be those set out in the following table:

Trade Description	\$ Rate per fortnight
Carpenter/Joiner)	
Stonemason-carver)	
Stonemason)	44.20
Plumber)	
Electrician)	
Metal Tradespersons)	
Plasterer	36.40
Bricklayer)	
Tilelayer)	31.20
Slater & Tiler	23.00
Painter	10.80

(6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.63 per hour, while undertaking inspection and certification of thermostatic mixing valves.

(7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

- Tool Allowance
- Meal Allowance
- Excess Fares and Travelling Time
- Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

(8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this sub-clause do not apply to:

Department of Commerce Staff (Wages) employees Levels 9, 10, 11 and 12.

Department of Commerce Staff (Wages) employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Department of Commerce Staff (Wages) employees of any Level.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$47.30 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the

Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

(9) Driving Van Allowance

Department of Commerce Staff (Wages) employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.40 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

15. Leave

All Awards, Agreements and Determinations relating to Leave continue to apply to employees with the exception of the subclauses set out below.

(1) Annual Leave Loading

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

(2) Family And Community Service Leave

Clause 75. Family and Community Service Leave of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply to employees subject to this Award.

(3) Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

(4) Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that a employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

(5) Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 80 of the Crown Employees (Public Service Conditions of Employment) Award 2002; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

PAID MATERNITY OR ADOPTION LEAVE

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

LONG SERVICE LEAVE AFTER 7 YEARS SERVICE

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) long service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7.3.3 of the Personnel Handbook.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years service.

DOUBLE PAY LONG SERVICE LEAVE

An employee with an entitlement to long service leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an long service leave balance of 50 working days wishing to take long service leave at double pay take 25 working days leave from work, reducing their long service leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, eg, recreation leave, sick leave and long service leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take long service leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

PUBLIC HOLIDAYS WHILST ON LONG SERVICE LEAVE

From 1 January 2005, public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from an employees leave entitlement.

In respect of public holidays that fall during a period of double pay long service leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

16. Dispute Resolution

Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.

If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.

If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.

Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

17. Anti-Discrimination

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.

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.

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:

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

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

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

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

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.

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

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

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

18. Consultative Arrangements

The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.

The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.

The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.

Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

MASS MEETINGS

Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

19. Workplace Representatives

Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.

20. Deduction of Union Subscriptions

Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

21. Private Use of Business Vehicles

Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

22. Relationship to Awards, Agreements Etc.

This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department of Commerce and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award.

Clause 4 - Allowances

General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Clause 5 - Allowances

Gangers (State) Award.

Clause 20 - Wet Places and Slurry

Clause 21 - Working in the Rain

Clause 28 - Height Money

Surveyors Field Hands (State) Remuneration Award.

Plant, &c. Operators on Construction (Department, Water Resources Commission, Commissioner For Main Roads and Maritime Services Board) Award.

Clause 18 - Special Rates

23. Award Safety Net

If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.

Such higher rates shall be paid from the date ordered by the IRC.

Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.

The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

24. Leave Reserved

Leave is reserved to any party to the award in relation to the following matters:

The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.

The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Award 2002.

25. Assistance With Public Transport

The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.

Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

APPENDIX ONE

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

LEVEL 1 (92%)

DEFINITION

An employee who is performing duties and is certified by their Department as being competent to work to Level 1 standard.

SCOPE OF WORK

An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.

Indicative of the tasks which an employee at this level may perform are the following:

Operate flexibly on a range of equipment and machinery, on which the employee has received training.

Carry out labouring tasks from written or verbal instruction.

Any other tasks at this level as directed in accordance with the employee's level of training.

Assist other workers at this or other levels to the extent of their experience or training.

LEVEL OF SKILL

An employee at this level will have or be acquiring basic labouring skills.

QUALITY

Be responsible for the quality of their work subject to close supervision.

SAFETY

Understands and applies OHS requirements so as not to injure themselves or other workers.

RESPONSIBILITY

An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.

LEVEL 2 (95%)

DEFINITION

An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.

SCOPE OF WORK

An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.

Indicative of the tasks which an employee at this level may perform are the following:

Operate within a specific area of work

Assist workers at this or other levels.

Measure accurately given adequate written or verbal instruction

Operate machinery or equipment for which the employee has been trained.

Any other task at this level as directed in accordance with their level of training.

LEVEL OF SKILL

An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.

QUALITY

Be responsible for the quality of their own work subject to close supervision.

SAFETY

Understands and applies OHS requirements so as to not injure themselves or other workers.

RESPONSIBILITY

An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.

LEVEL 3 (97.5%)

DEFINITION

An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.

SCOPE OF WORK

An employee at this level works under routine supervision with intermediate skills within a specific area.

Indicative of the tasks which an employee at this level may perform are the following:

Operative efficiently and productively within a specific area of work

Operate equipment or machinery for which the employee has been trained

Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.

Understand and implement basic fault finding skills within the worker's specific area.

Any other tasks as directed in accordance with the employee's level of training.

LEVEL OF SKILL

An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.

QUALITY

A Level 3 employee understands and applies quality control techniques to their own work.

SAFETY

Understands and applies OHS requirements so as to not injure themselves or other workers.

RESPONSIBILITY

An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.

Is a competent operative who works individually or as part of a team.

Works from detailed instructions and procedures in written, spoken or diagrammatic form.

Applies a range of general construction skills

LEVEL 4 (100%)**DEFINITION**

An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.

SCOPE OF WORK

An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.

Indicative of the tasks which an employee at this level may perform are the following:

Exercise good interpersonal communication skills

Perform tasks from their own initiative

Be able to read, interpret and apply plans, sketches and diagrams to their own work.

Assist with informal on-the-job guidance

Any other task as directed in accordance with the employee's level of training.

(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.

LEVEL OF SKILL

An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.

QUALITY

An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.

SAFETY

An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.

RESPONSIBILITY

An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.

An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

Exercises discretion within his/her level of training.

Operates under routine supervision either individually or in a team environment.

Is capable of detailed measurement techniques

Performs tasks from their own initiative.

Provides informal on the job guidance to other employees.

Has an understanding of the construction process in two streams.

Interacts with and assists employees of other companies on site.

Anticipates and plans for constant changes to the work environment.

LEVEL 5 (105%)

DEFINITION

An employee who is performing duties within a designated area of work, and is certified by Department of Commerce as being competent to work in the area of work to Level 5 standard.

SCOPE OF WORK

An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.

The employee will have a basic knowledge of the construction process.

Indicative of the tasks an employee at this level may perform are the following:

Perform tasks from their own initiative.

Exercise excellent communication skills.

Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.

Provide guidance to other workers within the team environment.

Operate highly efficiently and productively.

Read, interpret, calculate and apply information from plans and inform others.

LEVEL OF SKILL

An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.

QUALITY

An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.

SAFETY

Able to be responsible for the safety of themselves and others in the team environment.

RESPONSIBILITY

An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:

Must hold and act on relevant licences, in their specialist stream.

Exercises discretion within the level of his/her training.

Perform complex tasks within the level of his/her training.

Works under general supervision either individually or in a team environment.

Provides guidance, assistance and on the job training as part of a work team.

Has a sound understanding of the construction process involved in two or more streams.

Reads, interprets and applies information from plans.

LEVEL 6 (110%)

DEFINITION

An employee who is performing duties across more than one stream or within a designated area of work and is certified by Department of Commerce as being competent to work in the streams or that area of work to Level 6 standard.

SCOPE OF WORK

An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.

Indicative of the tasks an employee at this level may perform are the following:

Perform complex tasks in a specified area, and/or

Operate at an advanced level over a range of areas with a minimum of supervision.

Exercise excellent interpersonal skills

Able to offer guidance as part of the work team.

Develop solutions for unusual problems.

Write brief reports

Operate independently, efficiently and productively.

Schedule and plan the work activity of others within the work team.

LEVEL OF SKILL

An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.

QUALITY

An employee at this level is able to be responsible for the quality of their own and others' work.

SAFETY

Able to be responsible for the safety of themselves and others in the workplace.

RESPONSIBILITY

An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.

An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.

Exercises discretion within their level of training

Leads as part of a work team

Assists in the provision of structured training in conjunction with supervisors and trainers

Understands and implements quality control techniques.

Works under limited supervision individually or in a team environment.

Reads interprets and applies information from plans.

Solves technical problems within their sphere of work.

Has detailed knowledge of Australian Standards applying to their sphere of work.

Recognises and controls hazards associated with their sphere of work.

LEVEL 7 (115%)

DEFINITION

An employee who is performing duties across more than one stream or within a designated area of work, and is certified by Department of Commerce as being competent to work in the streams or in that area of work to Level 7 standard.

SCOPE OF WORK

An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.

Indicative of the tasks an employee may perform at this level are:

Perform complex tasks completely without supervision in more than one specialised area.

Prepare and deliver instructions to team members.

Program and schedule work

Order equipment

Supervise maintenance of equipment

Write and present detailed reports

Identify and prepare information relating to variations.

Operate with expertise in two or more areas.

RESPONSIBILITY

An employee at this level is capable of being responsible for one or more of the following:

Diagnosing and solving problems.

Training workers within or across areas.

Assisting in supervision or organisation of team operations within or across streams.

Quality standards within or across streams.

Researches, prepares and presents complex reports.

Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.

An employee at this level is:

Competent to operate independently.

Capable of planning and/or guiding the work, quality and safety of others.

Able to research, evaluate and implement solutions to problems over more than one area.

LEVEL 8 (120%)

DEFINITION

An employee who is performing duties across two or more streams or within a designated area of work, and is certified by Department of Commerce as being competent to work in the streams or in that area of work to Level 8 standard.

SCOPE OF WORK

Indicative of the tasks an employee may perform at this level are:

Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.

Research, prepare and present complex reports.

Monitor, evaluate and recommend changes to quality and OHS programs.

Demonstrate an appreciation of the inter-relationship of various areas.

Play an active role in training whether for production or safety.

RESPONSIBILITY

An employee at this level is capable of being responsible for one or more of the following:

Diagnosing and solving problems.

Training workers within or across areas

Assisting in supervision or organisation of team operations within or across areas.

Quality standards within or across areas.

LEVEL 9 (126%)**DEFINITION**

An employee who is performing duties across two or more streams or within a designated area of work, and is certified by Department of Commerce as being competent to work in the streams or in that area of work to Level 9 standard.

SCOPE OF WORK

Indicative of the tasks an employee may perform at this level are:

Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.

Research, prepare and present complex reports.

Monitor, evaluate and recommend changes to quality and OHS programs.

Demonstrate an appreciation of the inter-relationship of various areas.

Play an active role in training whether for production or safety.

Demonstrate supervisory skills beyond those of a Level 8 employee.

RESPONSIBILITY

An employee at this level is capable of being responsible for one or more of the following:

Diagnosing and solving problems.

Training workers within or across areas

Assisting in supervision or organisation of team operations within or across areas.

Quality standards within or across areas.

LEVEL 10 (133% - 135%)

DEFINITION

An employee who:

- a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or
- b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and Occupational Health and Safety requirements.

A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:

Understands and applies quality assurance techniques.

Possesses excellent interpersonal as well as oral and written communication skills.

Exercises keyboard/computer skills in contract administration, job programming and estimating.

Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.

Is aware of occupational health and safety principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contacts.

Is aware of and applies Equal Employment Opportunity principles.

SCOPE OF WORK

Indicative of the tasks which an employee at this level may perform are:

Understands and applies computer techniques as they relate to estimate and job control.

Has a sound knowledge of Department of Commerce operations and procedures as they relate to project supervision and control.

Possesses skills to enable the preparation of quantities for progress payments.

Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.

Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.

Provide reports and assessment of work in progress, work ahead and general matters as required.

Liaise with other sections of Department of Commerce, client Departments and Authorities as required.

Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.

Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.

Recommend acceptance of quotations and issue of local orders within authorities as determined.

Provide relief at Level 11 as required.

Other duties as directed.

LEVEL 11 (139% - 147%)

DEFINITION

An employee who:

- a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or
- b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and Occupational Health and Safety requirements.

In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.

A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:

Understands and implements quality assurance and financial reporting techniques.

Is able to, within Department of Commerce policy, guidelines and objectives:

co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.

ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.

estimate, prepare specifications and documentation on all phases of major and minor projects, as required.

issue site instructions and recommend alternative construction methods, as necessary.

Exercise discretion within the scope of this level.

Apply computer operating skills in contract administration, job programming and estimating.

Is aware of occupational health and safety principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.

Provides oversight and assistance as part of a work team on a site or projects.

Provides on the job training support for Level 10 employees.

Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.

Other duties as directed.

LEVEL 12 (152% - 156%)

DEFINITION

An employee who:

Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.

A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:

Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.

Possesses a good standard of communication, work organisation, administrative, occupational health and safety, costing and planning skills and is able to apply leading or directing the work of others.

Is able to, within Department of Commerce policy, guidelines and objectives:

supervise staff at Department of Commerce Staff (Wages) Levels 10 and 11 and take responsibility for their work;

manage and administer all contract matters including oversighting and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;

ensure that action has been taken for timely delivery of plant and other materials on projects.

prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.

Applies computer integrated techniques involving a higher level of computer operating skills than for Department of Commerce Staff (Wages) Level 11 employees.

Works under limited supervision either individually or in a team environment.

Exercises broad discretion within the scope of this level including appropriate delegations of authority.

Is able to assist in the provision or planning of on the job training for Level 11 employees.

Provides relief at Construction Coordinator level and Levels 10 and 11 as required.

Other duties as required.

APPENDIX TWO

SURVEY AND SPATIAL INFORMATION

Department of Commerce Wages Staff employed in the Survey and Spatial information Branch pursuant to the terms of the Surveyors' Field Hands (State) Award and related Awards shall be employed under the terms of this Award and the Surveyors' Field Hands (State) Award with the following exceptions.

1. Allowances

The following allowances set out in the Surveyors' Field Hands (State) Remuneration Award shall not be paid to Department of Commerce Survey Staff (Wages) employee of any Level:

Clause 3 - Wages subclauses:

(iv) Motor Vehicle/Motor Launch 4WD Vehicle

(v) Hydrographic Duties

Clause 8 - Wet Places

Clause 9 - Underground Work

Clause 10 - Working in the Rain

Clause 11 - Distant Work

2. Department of Commerce Survey Staff (Wages)

Classification		\$ Rate per fortnight			
		FFPOA	FFPOA	FFPOA	FFPOA
		Granting of	1.7.2005	1.7.2006	1.7.2007
		Variation of Award			
L1	(92%)	1366.80	1421.50	1478.40	1573.0
L2	(95%)	1412.50	1469.00	1527.80	1588.90
L3	(97.5%)	1451.00	1509.00	1569.40	1632.20
L4	(100%)	1485.60	1545.00	1606.80	1671.10
L5	(105%)	1569.40	1632.20	1697.50	1765.40
L6	(110%)	1634.20	1699.60	1767.60	1838.30

SURVEY STAFF (WAGES) LEVEL 1

DEFINITION

An employee who is performing duties and is certified by the Principal Surveyor, Department of Commerce, as being competent to work to Survey Staff (Wages) Level 1 standard.

SCOPE OF WORK

An employee at this level works under supervision in a team environment. The employee performs duties that are manual and repetitive in nature and includes the following.

has current driver's licence.

drives motor vehicles and vessels as directed and in accordance with relevant laws and regulations.

- maintains in good order basic tools and equipment used by the survey team.
- reports any specialist maintenance requirement to supervisor
- keeps survey vehicles and vessels clean, tidy and attends to day to day service requirements.
- monitors and reports on level of materials in hand (eg; pegs, G.I. pipes, etc).
- competently carries out manual field tasks required by the surveyor/party leader in the course of completing a survey.
- able to measure accurately and effectively communicate the measurement and related data to the surveyor/party leader.
- accepts training in the use of surveying equipment and instruments (eg; theodolites, levels, total stations, data loggers, pipefinding equipment etc).
- operates echo sounders and pipefinding equipment when trained.
- assist in basic office duties (eg; filing).
- any other tasks as directed in accordance with the employee's level of training.

A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment.

LEVEL OF SKILL

An employee at this level will have, or be acquiring, manual and measuring skills required in assisting a surveyor/party leader in their work.

QUALITY

Be responsible for the quality of their work subject to supervision.

SAFETY

Understands and applies OHS requirements so as not to injure themselves or other workers.

RESPONSIBILITY

An employee at this level will work under supervision. They will be able to solve elementary problems within their level of skill and training.

SURVEY STAFF (WAGES) LEVEL 2

DEFINITION

An employee who is performing duties and is certified by the Principal Surveyor, Department of Commerce, as being competent to work to Survey Staff (Wages) Level 2 standard.

SCOPE OF WORK

An employee at this level works under supervision either individually or in a team environment at an intermediate knowledge level across a broad range of tasks assisting a surveyor/party leader.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 1, the employee performs duties which include the following:

under the direction of a surveyor/party leader, operates surveying instruments (eg; theodolites, levels, total stations, data loggers) for the major part of their time, or when required.

understands and competently uses Department of Commerce surveying data coding system.

makes routine field notes accurately and legibly.

under the direction of a surveyor/party leader downloads and processes routine field data using standard survey software.

performs basic manual field data reductions (eg. level reductions).

can work from information shown in diagrammatic/planimetric form.

assists in office tasks as directed including data entry to records systems.

any other tasks as directed in accordance with employee' s level of training.

A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment.

LEVEL OF SKILL

An employee at this level will have acquired routine field data capture skills and intermediate knowledge level across a broad range of surveying tasks.

QUALITY

Be responsible for the quality of their own work, subject to supervision.

SAFETY

Understands and applies OHS requirements so as to not injure themselves or other workers.

RESPONSIBILITY

An employee at this level works under supervision. The employee is able to exercise limited discretion and solve elementary problems within their level of skills and training.

SURVEY STAFF (WAGES) LEVEL 3

DEFINITION

Position(s) at Survey Staff (Wages) Level 3 will be filled after a merit selection process, by an employee who is able to perform duties at this level.

SCOPE OF WORK

An employee at this level works under supervision with intermediate specialist skills and an ability to carry out, at an acceptable standard, a broad range of tasks assisting a surveyor/party leader.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 2, the employee performs duties which include the following:

understands and assists with the operation of specialised survey data capture systems and instruments.

routinely uses computers to download and process routine field data using standard survey software.

carries out quality checks on processed data and reports results to supervisor.

assists with office calculations, data entry and transmission.

prepares diagrams and sketches plans.

carries out searches for utility services data and survey control data.

assists with job planning

any other tasks as directed in accordance with employee's level of training.

A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.

LEVEL OF SKILL

An employee at this level will have intermediate specialist skills and the ability to carry out, to an acceptable standard, a broad range of tasks assisting a surveyor/party leader.

QUALITY

A Survey Staff (Wages) Level 3 employee understands and applies quality control techniques to their own work.

SAFETY

Understands and applies OHS requirements so as to not injure themselves or other workers.

RESPONSIBILITY

An employee at this level works under supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.

is a competent operative who works individually or as part of a team.

SURVEY STAFF (WAGES) LEVEL 4

DEFINITION

Position(s) at Survey Staff (Wages) Level 4 will be filled after a merit selection process, by an employee who is able to perform duties at this level.

SCOPE OF WORK

An employee at this level has advanced specialised skills within a specific area and works individually, as a party leader or part of a specialised team.

In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 3, the employee performs duties which include the following:

effectively operates specialised survey data capture systems and survey instruments.

downloads and processes digital and analogue data captured by specialised systems and performs relevant quality checks.

given adequate instructions, plans work and reports progress against objectives.

provides informal on the job guidance to other employees.

any other tasks as directed in accordance with the employee's level of training.

A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.

LEVEL OF SKILL

An employee at this level will have advanced specialised skills OR has completed three Stages of the Surveying Associate Diploma or equivalent and can demonstrate specialised skills.

QUALITY

An employee at this level is able to be responsible for the quality of their own work and be capable of performing quality checks on the work of Survey Staff (Wages) Level 1, 2 and 3 employees performing tasks within their sphere of work.

SAFETY

An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.

RESPONSIBILITY

An employee at this level, having been given adequate written, spoken or diagrammatic instructions, is able to control their own schedule and meet objectives as set. The employee is able to make decisions and solve problems within the sphere of work allocated, and within their level of skill and training. The employee is responsible to a supervisor for all outputs.

3. Crown Employees (Public Service Conditions of Employment) Award 2002

In lieu of all parts except sub-clause (vi) of Clause 5 - Country Work and Travelling Expenses of the Surveyors' Field Hands (State) Remuneration Award the Travelling Compensation provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 shall apply to Department of Commerce Survey Staff (Wages) employees.

4. Camping and Camping Allowances

In lieu of Clause 20A - Camping Area of the Surveyors' Field Hands (State) Award the provisions of the Industrial Authority (Camping Allowance) Determination shall apply to Department of Commerce Survey Staff (Wages) employees.

5. Exemptions

Clause 5 - Department of Commerce (Staff) Wages and Clause 13 - Conditions of Employment of this Award do not apply to Department of Commerce Survey Staff (Wages) employees covered by this Appendix.

6. Qualifications

Department of Commerce shall encourage Survey Staff (Wages) employees to achieve formal qualifications where such employees have initiated a course of study compatible with the business needs of the Survey and Spatial Information Branch and consistent with the requirements of the work level definitions.

APPENDIX THREE**APPRENTICES**

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 15. - Leave of this Award shall have effect to the extent that it is inconsistent with Clause 30 - General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages

Apprentice	\$ Rate per fortnight			
	FFPOA Granting of Variation of Award	FFPOA 1.7.2005	FFPOA 1.7.2006	FFPOA 1.7.2007
1st Yr	730.00	757.40	785.90	815.60
2nd Yr	933.10	968.60	1005.60	1044.10
3rd Yr	1170.70	1215.70	1262.60	1311.40
4th Yr	1336.60	1388.30	1442.10	1498.00

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

Department of Commerce shall not keep more than five days pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under subclause 13.1 of this Award.

Apprentices to the electrical/electronic trades shall be paid Tool Allowance at the rate of \$44.20 per fortnight in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of subclause 14.1 of this Award.

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos

(44) Asbestos Eradication

In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002

\$38.10 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$43.30 per fortnight for plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$45.00 per fortnight for plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$47.30 per fortnight for plumbing apprentices.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

APPENDIX FOUR

COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

BUILDING GROUP TRADES

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)
 Glazing or Roof Glazing
 First Aid Certificate

HERITAGE SERVICES GROUP TRADES

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling
 Painting or Forklift Operation
 Gyprock/Ceiling Fixing
 Concreting/Brickwork
 Site Restoration (int/ext)
 First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling
Rendering
Painting
Gyprock/Ceiling Fixing
Brickwork
Fencing
First Aid certificate

Should a Department of Commerce Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A Department of Commerce Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

GENERAL

Should a Department of Commerce Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

Department of Commerce Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

I. W. CAMBRIDGE, Commissioner.

(1322)

SERIAL C4034**INTEGRAL ENERGY CONDITIONS OF EMPLOYMENT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Integral Energy Australia.

(No. IRC 2950 of 2005)

Before Mr Deputy President Grayson

30 June 2005

AWARD

Clause No.	Subject Matter
1.	Application And Operation Of The Award
1.1	Objects Of The Award
1.2	Term Of The Award
1.3	Coverage Of The Award
1.3.1	Parties To The Award
1.3.2	Award Application
1.3.3	Contract Positions
1.3.4	Contract Of Employment
1.4	Commitments Of The Parties
1.5	Relationship With Other Instruments
1.6	Definitions
1.6.1	Ordinary Week's Pay
1.6.2	Act
1.7	Competency Classification Structure
1.8	Consultation For Next Award
2.	Consultation And Communication
2.1	Consultative Committee Formation
2.2	Consultative Committee Objectives
3.	Contract Of Employment
3.1	Duties Of Integral Energy
3.2	Duties Of Employees
3.3	Obligation To Use Skills
3.4	Categories Of Working Environment
3.5	Categories Of Employment
3.5.1	Part Time Employees
3.5.2	Casual Employees
3.6	Wages, Salaries And Superannuation
3.6.1	Default Superannuation Scheme
3.7	Apprentices And Trainees
3.8	Equal Employment Opportunity
3.9	Anti-Discrimination
3.10	Payment Of Termination Pay To Next Of Kin
3.11	Termination Of Employment
3.11.1	Notice Of Termination
3.11.2	Types Of Termination Of Employment
3.11.3	Abandonment Of Employment
3.12	Safety Clothing And/Or Equipment
3.13	Probationary Periods
3.14	Protection Of Rate Of Pay
3.15	Working Reasonable Overtime
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1. Application and Operation of the Award

1.1 Objects of the Award

The objects of the award are:

to outline the basic conditions relating to the work performed by the employees of Integral Energy;

to enable Integral Energy to meet the challenges of a competitive electricity market; and

to give employees the greatest possible chance of employment security, through the ability to adapt to a changing environment.

1.2 Term of the Award

The award shall operate from:

25 December 2004 to 24 December 2006 inclusive.

1.3 Coverage of the Award

1.3.1 Parties to the award

Integral Energy Australia;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;

Association of Professional Engineers, Scientists and Managers, Australia;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Australian Workers Union; and

Australian Services Union.

("Collectively, Unions.")

1.3.2 Award Application

The award shall be applicable to Integral Energy and its employees, other than those employed in contract positions.

1.3.3 Contract Positions

An employee who has been offered and has accepted an individual employment contract will be employed in a contract position.

1.3.4 Contract of Employment

Integral Energy reserves the right to offer individual employment contracts for any position in the organisation subject to the following:

- (a) The parties acknowledge that, subject to clause 1.3.4(b), employment in positions evaluated with a range Manager/Specialist 9-13 and above will only be offered subject to entry into a fixed or open term employment contract.
- (b) Continuing employees who are employed as at the date of this award in positions evaluated with a range Manager/Specialist 9-13 and above may elect to remain on their current employment arrangements for as long as they continue to occupy their present positions.
- (c) Continuing employees who are employed as at the date of this award in positions evaluated with a range below Manager/Specialist 9-13 have the right to refuse the offer of a fixed or open term employment contract and their employment will continue to be subject to this award.

1.4 Commitments of the Parties

Integral Energy, its employees and the unions representing their members are committed to:

the Objects of this Award; and

the Strategic and Business Plans of Integral Energy.

1.5 Relationship with other Instruments

This award should be read in conjunction with:

Enterprise Agreements; and

Workplace Arrangements.

1.6 Definitions

1.6.1 Ordinary Week's Pay

An employee's ordinary week's pay is their rate of pay for their ordinary hours of work plus any allowances which are paid on a normal weekly basis.

1.6.2 Act

"Act" means the *Industrial Relations Act 1996* (NSW).

1.7 Competency Classification Structure

The parties agree to support and facilitate the development and implementation of a single competency based classification and progression structure acceptable to both parties during the term of this award.

Integral Energy is committed to providing training to enable employees to perform their roles competently.

Certain Award allowances may be bought out as a result of the implementation of a single competency based classification and progression structure.

1.8 Consultation for next Award

Negotiations will commence with the relevant parties 6 months before the expiry of this Award for a replacement Award.

2. Consultation and Communication

2.1 Consultative Committee Formation

Integral Energy will form Consultative Committees from time to time consisting of representatives of Integral employees, the Unions and Integral Energy management.

2.2 Consultative Committee Objectives

The objectives relate to major and strategic issues that may affect the relationship between Integral Energy and its employees and include:

to enable Integral Energy to keep its employees, and the unions representing them, informed;
to enable unions and their members to keep Integral Energy informed;
to enable employees to have input into the decisions of management; and
to facilitate the exchange of views between employees and management.

3. Contract of Employment

3.1 Duties of Integral Energy

The duties of Integral Energy, consistent with the award and other relevant legislation, include the following:

- to provide work;
- to pay for the work performed; and
- to provide a safe working environment.

3.2 Duties of Employees

The duties of employees, consistent with the award and other relevant legislation, include the following:

- to work in a skilful and competent manner;
- to work in a manner which does not threaten the safety of themselves, work colleagues or the public;
- to provide faithful service;
- to obey lawful commands;
- to not act in a manner hostile to or against the interests of Integral Energy;
- to respect and maintain the confidentiality of certain information;
- to account for all moneys and property received in the course of employment;
- to make available to Integral Energy all inventions made in the course of employment; and
- to disclose to Integral Energy any information it has a right to know.

3.3 Obligation to Use Skills

An employee must perform work to the required competency of the skills for the position in which the employee works.

3.4 Categories of Working Environment

As required by Integral Energy, an employee's work may be performed in an office; depot; workshop; in the field or other location remote from the office, depot, workshop; or in the employee's home.

3.5 Categories of Employment

CATEGORY	DESCRIPTION	BENEFITS UNDER AGREEMENT
Permanent/Fulltime Fixed term/Fulltime	Continuing tenure based on full time hours Fixed term tenure based on fulltime hours (where circumstances warrant the tenure may be extended for a limited extra period)	Full extent of relevant benefits Full extent of relevant benefits according to the period of employment
Permanent/Part time	Continuing tenure based on regular but less than full time hours.	All relevant benefits on a pro-rata (part time hours as a proportion of the fulltime hours) basis
Fixed term/Part time	Fixed term tenure based on regular but less than full time hours (where circumstances warrant the tenure may be extended for a limited extra period)	All relevant benefits on a pro-rata (part time hours as a proportion of the full time hours) basis according to the period of employment
Casual	Casually engaged - working irregular hours and/or for a limited period of time to meet short term needs	The relevant hourly rate according to the appropriate classification plus 23% (casual employee loading) for each hour worked. A minimum of 4 hours will apply. The casual employee loading is in compensation for all award benefits other than overtime, below

3.5.1 Part Time Employees

A part time employee who agrees to work additional hours will be paid single time for those additional hours up to the equivalent full time hours. The pro rata accrual of leave will be adjusted for those additional hours.

Where a part time employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate.

The span of hours shall be in accordance with clause 5.1.

3.5.2 Casual Employees

Where a casual employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate. These overtime rates shall be in lieu of the casual employee loading.

The span of hours shall be in accordance with clause 5.1.

3.6 Wages, Salaries and Superannuation

Integral Energy will allocate a pay point to each employee. The pay points are set out in Appendix A to this award.

The rates of pay contained in Appendix A of this Award include the adjustments payable under the State Wage Cases of 2003 and 2004. These adjustments may be offset against:

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

Integral Energy will increase rates of pay by the following:

- (a) 4.6% payable on 25 December 2004;
- (b) 4.6% payable on 24 December 2005.

All employees covered by this Award will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 25 December 2004 with a further 1% increase effective from 24 December 2005.

The above increases are in addition to the Commonwealth government superannuation guarantee, which may be varied from time to time. Therefore should any increase to the Commonwealth government superannuation guarantee occur during the nominal term of this Award, the Integral Energy additional increases stated above will not be absorbed by any future government increases.

3.6.1 Default Superannuation Scheme

Subject to the provision of relevant superannuation legislation, employees under this Award will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

3.6.2 Salary Sacrifice To Superannuation

- (a) An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of the EISS.

- (b) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.

The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

3.7 Apprentices and Trainees

3.7.1 Conditions of Employment Generally

The conditions of this award shall apply to apprentices and trainees during the period of their traineeship or apprenticeship.

3.7.2 Traineeships

A traineeship or apprenticeship may not provide for continuing employment upon completion of the indentured period.

An offer of continued employment would be based on the staffing requirements of Integral Energy and the satisfactory performance of the apprentice or trainee.

3.8 Equal Employment Opportunity

Integral Energy is an Equal Opportunity Employer.

Integral Energy and its employees will work together to achieve the objective of a work environment which is free from discrimination or harassment in the workplace and where all people treat, and are treated, with respect.

Integral Energy is committed to providing equal remuneration and conditions of employment for work of equal or comparable value.

3.9 Anti-Discrimination

3.9.1 It is the intention of the respondents to this award to achieve the principal object in s.3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

3.9.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

3.9.4 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.

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

3.10 Payment of Termination Pay to Next of Kin

Employees may authorise Integral Energy to pay their termination pay to a person nominated by them on the appropriate form in the event of them dying whilst still in the service of Integral Energy.

3.11 Termination of Employment

3.11.1 Notice of Termination

By the Employee:

The amount of notice, of termination of employment, to be given by an employee shall be two weeks.

By Integral Energy:

If an employee's employment is terminated for reasons other than those justifying summary dismissal, the amount of notice which will be given by Integral Energy will be as follows:

AMOUNT OF EMPLOYEE'S SERVICE	AMOUNT OF NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: Where an employee is over 45 years of age with at least 2 years continuous service the amount of notice in the above table is to be increased by 1 week.

As an alternative to notice being given, compensation, in the form of an ordinary week's pay, for each week of notice, may be paid instead.

Where circumstances warrant and by agreement, the required period of notice may be waived.

Summary Dismissal will apply where an employee has been guilty of serious misconduct. In this case an employee will be paid only up to the date of dismissal.

3.11.2 Types of Termination of Employment

A contract of employment may be terminated as follows:

TYPE	DESCRIPTION
Resignation	Where an employee decides of their own free will to leave.
Retirement	This is where the employee decides of their own free will to leave the workforce generally.
Dismissal	This is where Integral Energy decides that the employee should no longer be employed for a reason for which the employee is responsible.
Redundancy	This is where Integral Energy decides that the position held by the employee no longer exists.

Abandonment	This is where an employee has been absent from his or her place of employment without notification or permission for a period of 5 working days or more.
Ill Health Retirement	This is where a doctor certifies that an employee will never work again in accordance with the requirements of the superannuation fund.
Death	Where an employee dies while employed by Integral Energy.

3.11.3 Abandonment of Employment

An employee who has been absent for a continuous period of 5 working days or more without the consent of Integral Energy or without notification will be treated as having abandoned their employment.

The employee will be given a period of 14 days of last attending to give a satisfactory explanation. The termination pay shall be up to the date of the employee's last attendance.

3.12 Safety Clothing and/or Equipment

Employees must ensure they wear and/or use appropriate safety clothing and/or equipment for the purpose for which it was provided.

An employee who fails to comply with the above requirement may not be paid for the time taken to comply including travelling home to get the appropriate safety clothing or equipment.

3.13 Probationary Periods

The purpose of probationary periods is to enable both the employee and Integral Energy to determine the suitability of the employment relationship.

The probationary period served by employees shall be 3 months from the commencement of employment with Integral Energy. Upon satisfactory completion of the probationary period, the employee shall have his or her appointment confirmed.

If an employee does not satisfactorily complete the probationary period their employment may be terminated or the probationary period may be extended for a further 3 months.

Probationary periods shall be included as service in the position.

3.14 Protection of Rate of Pay

Employees may from time to time, as part of their employment with Integral Energy, be required to do work, consistent with their skills and competencies, for which a lower rate of pay is prescribed. Employees will continue to be paid their ordinary rate of pay.

3.15 Working Reasonable Overtime

Employees shall work reasonable overtime to meet the needs of Integral Energy.

Where possible employees shall be given reasonable notice of the overtime.

3.16 Deductions from Wages

Employees may request, in writing, for deductions to be made from their wages or salary for the purpose of contributions or payment approved by Integral Energy.

Employees may request in writing for deductions to be made from their wages or salary for the purpose of contributions to unions, which are parties to the award.

Integral Energy may deduct from an employee's wages or salary payment for any time he or she was absent from work without permission.

3.17 Calculation of Service

Service with Integral Energy shall, in the main, be from the date of commencement to the date of termination inclusive according to the following:

CATEGORY	DETAIL
Included as Service	Annual leave Long service leave Special leave with pay Sick leave Family/Carers leave Special leave without pay specifically approved as being included as service Time off with the Defence Force Reserve during employment Period of absence under New South Wales workers compensation legislation.
NOT included as Service	All periods absent from work not specifically approved as service Parental leave (including maternity, paternity and adoption leave) (the period of absence does not break the continuity of employment)

4. Enterprise Flexibility

4.1 Object of the Clause

The clause is intended to facilitate agreements between management at all levels, and their respective staff, with the assistance of their union/s;

Enterprise agreements and workplace arrangements can be entered into to establish greater flexibility.

4.2 Employees not disadvantaged

The award provisions shall form the base from which the "Workplace Arrangements", under this clause, operate.

There shall be no reduction in an employee's ordinary rate of pay for the ordinary hours worked.

So as not to create hardship, where possible the needs of individual employees shall be taken into account in formulating "Workplace Arrangements".

4.3 Workplace Arrangements will continue

Workplace Arrangements which were entered into under the Integral Energy Conditions of Employment Award 1997 and subsequent Awards, will continue in force until replaced by a new Workplace Arrangement made under this award.

4.4 Basis of Reaching Agreement

4.4.1 Development of the Arrangement

Discussions regarding proposals should encompass all relevant details, including:

- nature of work to be performed;
- how the work is to be performed;
- who is to perform the work;

when the work is to be done;

the basis on which payment, or otherwise, is to be made; and

the time frame the Workplace Arrangement is to run.

4.4.2 Negotiating the Arrangement

Negotiations should be between the relevant manager with Human Resources assistance and the employees (or agreed representative of the employees) concerned plus an accredited union representative.

4.4.3 Voting on the Arrangement

The final proposal will be put to a meeting of the employees directly concerned with the arrangement. A majority of these employees voting in favour of the proposal shall finalise the Workplace Arrangement.

4.4.4 Content of Arrangement

The proposal will be documented into "agreement" form giving details of the following:

the nature of the work to be covered by the arrangement;

the classification/s to be performing the work;

the time frame over which the arrangement is to run;

the part of Integral Energy from which the employees come;

the basis on which the work is to be performed;

the basis on which payment, or otherwise, is to be made to the employees;

the parties to the arrangement (General Manager Human Resources, Manager, Employee/s and Union/s);

the award clause/s or provision/s the arrangement overrides; and

the details of the meeting which approved the arrangement.

4.4.5 Employees get a Copy

The employees directly affected will be given a copy of the arrangement.

4.4.6 Formalising Arrangement

The arrangement will then be formalised by signature and exchange of letters between Integral Energy and the relevant union/s.

4.5 Force of the Arrangements

The arrangements under this clause shall prevail over the award and/or the enterprise agreement to the extent of the difference.

4.6 Disputes

Disputes arising from the arrangements shall be dealt with under the Disputes clause of this award.

5. Hours of Work

5.1 Ordinary Hours

The arrangements relating to the ordinary hours of work of day workers shall be as follows:

Category	Arrangement
Ordinary Hours of Work: 'Field' staff 'Office' staff	36 hours per week 35 hours per week
Ordinary Days of Work	Monday to Friday inclusive
Span of Hours	6:00 am to 6:00 pm
Lunch Break	Not less than 30 minutes An employee directed to continue work beyond 5 hours after their starting time without a lunch break will be paid at the rate of time and one half until they have a lunch break.

5.2 Starting and finishing times

Starting and finishing times, within the span of hours, may be changed by agreement between Integral Energy and the employees affected (with support from the relevant union/s) to meet customer needs.

5.3 Rostering of Ordinary Working Hours

The basic rostering arrangement of ordinary hours of work shall be the nine-day fortnight.

6. Penalty Rates

6.1 Overtime

6.1.1 Overtime Penalties

OVERTIME SITUATION	PENALTY APPLICABLE
Monday to Friday	First 2 hours at time and one half Additional hours at double time
Saturday (morning)	First 2 hours at time and one half Additional hours at double time
Saturday (afternoon)	All hours at double time
Hours in excess of ordinary weekly hours	First 2 hours at time and one half Additional hours at double time
Sunday	All hours at double time
Public Holiday (inside what would have been ordinary hours)	All hours at double time plus payment for the public holiday (or time in lieu for the day)
Public Holiday (outside what would have been ordinary hours)	All hours at double time and one half
Pre-arranged Overtime on Saturday, Sunday or Public Holiday	Minimum of 4 hours at the appropriate penalty according to when it is worked
Call Out	Minimum of 4 hours at the appropriate penalty according to when it is worked.

Core Sleeping Time	For any time worked (including call outs) between 12.00 midnight and 4:00 am on a normal working day, one of the following options, by agreement, may apply: delayed start time; or early finish time; or overtime if neither of the above.
Continuous overtime - both before and after the normal days work	Overtime hours worked are added together to determine when double time is payable
Travelling Time	Time and one half - based on 2 minutes per kilometre
Compulsory Break	Applies where the overtime worked is greater than 4 hours. An employee is entitled to a continuous break of 10 hours at some time between the end of one ordinary days work and the start of the next (that is, either before the overtime/call out or after it).
Break not taken	The employee shall not return to work until the ten-hour break has been taken unless directed to do so by their manager. If employee is not permitted to have compulsory break he or she shall be paid at double time until released from work.
Assumed Finishing Time	An employee shall have an assumed finishing time on the preceding day off to an ordinary shift that is the same as the finishing time of that ordinary shift. If the employee is required to work for a minimum of four hours between the assumed finishing time and the start of the ordinary shift they must have had a continuous ten-hour break either before or after the overtime. If the employee has not had a continuous ten hour break in that period they must have a delayed start to allow them to do so without loss of pay.

6.1.2 Meal Breaks and Allowances on Overtime

SITUATION	BENEFIT APPLICABLE
Meal Break:	
Length of Break	20 minutes for each break without loss of pay.
Frequency of Breaks	For overtime which is continuous with an ordinary days work: after 1.5 hours of overtime worked; after a total of 4 hours of overtime worked; and after a total of 8 hours of overtime worked. (a maximum of 3 meal breaks) For overtime which is not continuous with an ordinary days work: after 4 hours of overtime worked; after a total of 8 hours of overtime worked; and after a total of 12 hours of overtime worked. (a maximum of 3 meal breaks)
Meal Allowance	One meal allowance, for each meal break permitted as above (a maximum of 3 meal allowances also applies) As an alternative Integral Energy will provide a meal to an equivalent value. Refer Appendix B for the value of the meal allowance.
Maximum hours worked in a day	Where possible employees and their managers will, in recognition of their Occupational Health and Safety obligations, limit the total hours of work to 16 hours in any 24 hour period.

6.1.3 Time off in lieu of Overtime Worked

ASPECT	PROVISION
Basis of the arrangement	Time off in lieu by agreement with the employee's manager.
Basis of calculating the time in lieu	According to the penalty rates applicable to the overtime worked.
Taking of time in lieu	The employee is to take the time off within eight weeks of the overtime being worked or the overtime will be paid.

6.2 Shift Work

6.2.1 Definitions

TERM	DEFINITION
Shift work	Work carried out according to a roster that provides for 2 or more shifts per day and also requires them to rotate or alternate the shifts worked.
Night shift	Any shift finishing before but not later than 8.00am.
Afternoon shift	Any shift finishing after 6.00pm but not later than midnight.
Permanent afternoon or night shift	Working the same shift each afternoon or night without rotating with any other span of hours.
Meal Break	a 20 minute break taken as part of the shift at a time to meet work needs.

6.2.2 Shift Allowance

Shift workers who work regular shift work shall be paid a shift allowance of 15% for each shift worked (refer Appendix B) in addition to his or her ordinary rate of pay and weekend penalties. (a "week" shall mean 5 shifts)

6.2.3 Saturday, Sunday and Public Holiday Rates

Shift workers (including permanent afternoon or night shift workers) who work ordinary rostered shifts on a Saturday, Sunday or Public Holiday shall be paid as follows:

WORKING DAY	PENALTY RATE
Saturday	time and one half
Sunday and Public Holiday	double time

A shift worker who is rostered to work on a public holiday shall have a day added to his or her time in lieu leave balance.

A shift is said to be on a Saturday, Sunday or public holiday if the majority of the shift worked is on that day.

6.2.4 Situations Attracting Overtime

SITUATION	PENALTY APPLICABLE
Rostered Day Off	All hours at double time.
Recreation Day	The first 2 hours at time and one half and the remaining hours at double time.
Other Overtime	Refer clause 6.1 Overtime, above.

6.2.5 Situations not Attracting Overtime

SITUATION	DESCRIPTION
'Mutual Arrangement' Shifts	Any extra hours worked as a result of mutual agreement between employees shall not attract overtime rates.
Customary Rotation of Shifts	The rotation of shifts inside a roster or the change over from one roster to another.

6.2.6 Change of Roster

Shift workers should normally be given at least five days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.

Where an employee is given less than five days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If this is not practical for the employee to be allowed time off within four weeks, the employee shall be paid for the extra shifts at double time.

These provisions do not apply to employees who are classified as relief shiftworkers.

6.2.7 Application of shift work clause

This clause applies except where a local workplace arrangement or enterprise agreement is in place.

6.3 On Call and Stand By

6.3.1 After Hours Emergency and/or Breakdown Service

The work performed by employees shall include:

restoring continuity of supply to Integral Energy's system and customers;

returning to a safe and proper operating condition any plant and/or equipment which has failed or is likely to fail;

performing maintenance work which is of such an urgent nature that if not carried out an interruption of supply may occur; and

all aspects of consumer's installation, plant, equipment or appliances which if not attended to or temporarily overcome, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

6.3.2 Obligations of Employees

An employee rostered on the on call and stand by roster is required to be available for emergency and/or breakdown work at all times, outside his or her usual hours of work.

Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.

An employee may be required to attend any other calls which arise prior to returning home.

An employee shall not engage in an activity or make a commitment that will adversely affect their obligations when rostered on.

6.3.3 On Call and Stand By Employees

SITUATION	ENTITLEMENT
On Call/Stand By Allowance (Refer Appendix B)	An employee shall be paid the On Call/Stand By Allowance for each day the employee is rostered on.
Time worked on a call	All time at double time. (a "call" shall be from the time the call is received to the time the employee has returned home)
Minimum payment	2 hours at double time.
SITUATION	ENTITLEMENT
Attending to the call	Employee to proceed directly to and from the call without unnecessary delay or deviation.
Work on Public Holidays	1 day shall be added to time in lieu for each public holiday worked.
Stand Down Break not taken	An employee is entitled to a break of 10 hours at some time between the end of one ordinary day's work and the start of the next (that is, either before the call out or after it). The employee shall not return to work until the ten hour break has been taken unless directed to do so by their manager. If an employee is not permitted to have a compulsory break he or she shall be paid at double time until released from work.
Core Sleeping Time	For any time worked on calls between 12.00 midnight and 4:00 am on a normal working day, one of the following options, by agreement, may apply: delayed start time; or early finish time; or overtime if neither of the above.

7. Electrical Safety Rules Allowance

The Electrical Safety Rules Allowance is paid to employees appointed to electrical positions who have passed a test of their knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. Employees will be required to undergo periodic refresher training. Apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. Paid for all purposes. (Appendix B - Allowances)

- 7.1 Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians.
- 7.2 Pro-rata Safety Rules Allowance paid to Electricity Workers who have passed the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Workers Allowance.

8. Transfer of Headquarters

8.1 Normal journey

An employee is required to make their own way to and from their normal headquarters each day.

8.2 Permanent or temporary transfer

Transfer situation	Provision
Transfer where employee uses their own vehicle	The excess travel resulting from an employee being transferred will be paid at the rate of \$1.42 per kilometre for a maximum period of 6 months; OR a negotiated alternative arrangement.
Transfer where employee uses an Integral Energy vehicle	The excess travel resulting from the employee being transferred will be paid at the rate of \$1.42 per kilometre (less the Integral Energy rate for private vehicle) for each kilometre for a maximum period of 6 months; OR a negotiated alternative arrangement.

The time component of the transfer of headquarters allowance will be linked to Award increases, and the vehicle component will be linked to the Australian Tax Office guidelines for casual car allowance for a vehicle over 2600cc.

9. Leave

9.1 Basis of Accruing Leave

The accrual of annual leave and long service leave shall be on the following basis:

CATEGORY OF EMPLOYEE	BASIS OF ACCRUAL
35 hour week Employees	35 hour week ÷ 5 days = 7 hours per day
36 hour week Employees	36 hour week ÷ 5 days = 7.2 hours per day

9.2 Basis of Taking Leave

Leave taken by employees shall be deducted from the employee's leave balance and calculated on the basis of his or her rostering of work.

9.3 Public Holidays

9.3.1 Entitlement to Public Holidays

Employees of Integral Energy shall be entitled to the following public holidays without loss of pay:

New Years Day	Easter Monday	Labour Day
Australia Day	Union Picnic Day	Christmas Day
Good Friday	Anzac Day	Boxing Day
Easter Saturday	Queens Birthday	

Union Picnic Day. The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Award.

9.3.2 Alternate Religious Beliefs

In order to recognise genuinely held non-Christian religious beliefs an employee may, where it meets customer needs and with the agreement of his or her manager, substitute public holidays listed above for those relevant to that religion.

9.3.3 Non Payment of Public Holidays

Employees shall not be entitled to payment for a public holiday or holidays if:

they are absent on the normal working day before and the day after the public holiday or holidays;

unless

they give the Chief Executive Officer or his or her nominee satisfactory evidence that the absence was due to a good and satisfactory cause.

9.4 Annual Leave

9.4.1 Quantum and Loading

The following quantum annual leave shall be granted to an employee after each year of service:

CATEGORY OF EMPLOYEE	LEAVE	LOADING
Normal day workers and 5 day shift workers 6 day shift workers	4 weeks (140 hours or 144 hours)	Included in employee's Ordinary rate of pay
	4.5 weeks (157.5 hours or 162 hours)	Included in employee's Ordinary rate of pay
7 day shift workers	5 weeks (175 hours or 180 hours)	Included in employee's Ordinary rate of pay

9.4.2 Taking Annual Leave

SITUATION	REQUIREMENT
Taking Annual Leave	In one or two separate periods by mutual agreement within 12 months of the leave falling due. The number of periods may be varied by mutual agreement with the employee's manager. Annual leave of less than 1 week may be taken with approval of the employee's manager.
Notification of taking Annual Leave	Employee: 2 weeks notice (this may be waived in special circumstances by agreement) Integral Energy: 4 weeks notice
Leave in Advance	Where the employee is allowed to take leave in advance, the payment shall be regarded as an over-payment (and may be recovered from the employee's termination pay) until further accrual of leave covers the amount taken in advance.

9.4.3 Payment on Termination

SITUATION	ENTITLEMENT
Less than 12 months Service	Proportion of the leave that would have fallen due upon completion of 12 month's service. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).
More than 12 months	Any untaken leave plus a proportion of the forthcoming leave accrual. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).

9.5 Long Service Leave

9.5.1 Quantum

BASIS OF ACCRUAL	QUANTUM
After 10 years	13 weeks (455 hours or 468 hours)
After 15 years	an extra 8.5 weeks (297.5 hours or 306 hours)
After 20 years	An extra 13.5 weeks (472.5 hours or 486 hours)
After each additional 5 years	An extra 13 weeks (455 hours or 468 hours)

9.5.2 Taking Long Service Leave

SITUATION	REQUIREMENT
Taking Long Service Leave	In periods of not less than 4 weeks by mutual agreement. Long Service leave may be taken at half pay. Approval for Long Service leave at half pay for periods of less than 4 weeks must be sought from the General Manager Human Resources.
Notification of Taking Long Service Leave	Employee: 1 month's notice Integral Energy: 1 month's notice The amount of notice may be reduced by agreement between the employee and his or her manager.

9.5.3 Payment on Termination

SITUATION	ENTITLEMENT
Less than 5 years	Nil
5 Years or more service BUT Less than 10 Years Service	Accrued long service leave on a pro-rata basis but only if the reason for termination is: Redundancy; or Resignation due to domestic or other pressing necessity.
10 Years or more Service	Any untaken leave plus a proportion of the forthcoming leave accrual. Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).

9.5.4 Recognition of Service for Long Service Leave

Employees transferring to Integral Energy from a public service organisation or State Owned Corporation who have an entitlement to long service leave, will have the option to either have the long service leave paid out prior to commencing with Integral Energy, or transfer the accrued entitlement. Transfer of Long Service Leave will only be approved where the employee has an accrued entitlement and a cheque is forwarded from the employee's previous employer to Integral Energy.

9.6 Bereavement Leave

9.6.1 An employee other than a casual employee shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 9.6.3 below.

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

9.6.3 Bereavement leave shall be available to an employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in clause 11.1.3 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

9.6.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

9.6.5 Bereavement leave may be taken in conjunction with other leave available under this Award. In determining such a request, Integral Energy will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

9.7 Jury Service

SITUATION	PROVISION
Time spent on Jury Duty	Special leave with pay for the days and/or part days service on jury service.
Adjustment of employee's pay	The employee's pay will be adjusted by the amount the employee received from the court for his or her attendance

9.8 Parental Leave

9.8.1 Entitlement

An employee will be entitled to Parental Leave in accordance with the *Industrial Relations Act 1996* (NSW).

9.8.2 Maternity Leave

After 12 month continuous employment or 24 months regular employment in the case of a casual, a female employee is entitled to an unbroken period of 52 (maximum) weeks of leave, of which 12 weeks (or 24 weeks at half pay) will be paid leave.

Of the twelve weeks up to three weeks can be taken prior to confinement and a minimum of six weeks is compulsory leave to be taken immediately following confinement.

9.8.3 Paternity Leave

A male employee is entitled to an unbroken period of one week unpaid leave at the time of the birth of their child or other termination of pregnancy.

A further unbroken period of 51 weeks unpaid leave is available for them to be the primary care giver.

9.8.4 Adoption Leave

Any employee may take unpaid leave in connection with the adoption of a child under the age of 5 years up to a maximum of 52 weeks.

9.8.5 Limitations

An employee is not entitled to Parental Leave at the same time as his or her spouse is on Parental Leave. If the leave is taken at the same time, the leave entitlement is reduced by the period of leave taken by his/her spouse.

This does not apply to short (one week) Paternity Leave and short (three weeks) Adoption Leave.

10. Absence Benefits Scheme

10.1 Purpose for sick leave

To provide income protection in circumstances where the employee is not able to perform his or her work because of illness or personal injury; or needs to obtain appropriate medical advice and/or treatment for a personal illness or injury.

10.2 Sick leave granted

Paid sick leave will be provided to an employee if he or she is genuinely sick and unable to perform his or her duties.

10.3 Sick leave not granted

Sick leave shall not be granted in the following circumstances:

where a payment is made for Accident Pay under this Award;

where the employee receives payment from an organisation other than Integral Energy, in the form of income protection, as a result of participation in an outside activity; or

where in the view of the Chief Executive Officer or his or her nominee the illness or injury resulted from a wilful act, misconduct or the negligence of the employee.

10.4 Sick Leave and Public Holidays

A public holiday that occurs during a period of sick leave taken by an employee, shall not be counted as sick leave. However a Medical Certificate or Statutory Declaration will be required if an employee is absent due to illness either side of a public holiday.

10.5 Infectious Diseases

An employee who comes in contact with a person suffering from a contagious disease (where restrictions are imposed on that employee by law), as confirmed by a Doctor, and therefore cannot come to work may take sick leave.

10.6 Sick Leave Forms

Employees claiming sick leave must fill in the required sick leave form on the day they return to work, or their supervisor can complete the form when the staff member calls in sick.

10.7 Re-crediting of Annual Leave and Long Service Leave

In order for Long Service Leave or Annual Leave to be re-credited due to illness the following conditions must be met:

the employee must be ill for a minimum of 5 consecutive working days or shifts and provide a Doctor's Certificate covering the entire period;

the employee must be able to demonstrate that as a consequence of the illness or injury their leave was disrupted; and

all requests for leave to be re-credited must be made in writing and sent to the respective Branch Manager.

10.8 Medical Certificates and Statutory Declarations

A Medical Certificate or Statutory Declaration will be required if an employee is absent for more than two consecutive working days, or when a repeatable or excessive pattern of sick days develops.

10.9 Notification

Staff must notify their supervisor as soon as practicable, on the first day of absence, when they know they will not be able to attend work.

11. Family/Carers Leave

11.1 Use of sick leave

11.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 11.1.3 who needs the employee's care and support shall be entitled to use, in accordance with the sub-clause, up to 5 days sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day. Applications for carers leave in excess of 5 days need to be approved by the General Manager Human Resources on a case by case basis.

11.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take Carer's leave under this sub-clause where another person has taken leave to care for the same person.

11.1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:

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

11.1.4 An employee must, wherever practicable, give Integral Energy notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify Integral Energy by telephone of such absence at the first opportunity on the day of absence.

11.2 Unpaid leave for Family Purpose

An employee may elect, with the consent of Integral Energy, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in clause 11.1.3 above who is ill.

11.3 Single day absences on annual leave for family/carers leave

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

12. Work Related Accident

An employee who suffers a work related injury within the meaning of the New South Wales workers' compensation legislation will be entitled to benefits provided by Integral Energy (a self-insurer) in accordance with the relevant legislation.

12.1 Evaluation of a Claim

- (a) To overcome employees facing financial hardship during the process of evaluating a claim, employees may elect to take sick leave.
- (b) Upon acceptance of the claim any sick leave taken by the employee will be re-classified as workers compensation leave.

12.2 A Denied Claim

Where a denied claim is settled or an award is made by the Workers Compensation Commission against Integral Energy the payment made by Integral Energy for sick leave shall be reimbursed by the employee from the settlement or award.

12.3 Accident Pay

An employee who has received an injury shall, subject to this clause, be entitled to accident pay while their employment by Integral Energy and their entitlement to weekly payment for compensation pursuant to the Act for incapacity flowing from such injury continues, for a combined total period up to 52 weeks.

13. Temporary Reclassification

Temporary reclassification of employees will be on the following basis:

SITUATION	REQUIREMENT OR ENTITLEMENT
Access to temporary reclassification	The manager must require the position to be filled and the employee carries out the full duties of the position.
Period of reclassification and payment:	
Minimum rate to be paid	The minimum rate applicable to the higher position

Minimum period Maximum period	1 day or shift 3 months unless: The position is advertised to be filled permanently; or the normal incumbent is on long service leave or is working on a project.
Payment on Holidays	Public Holidays Annual Leave Higher rate is payable Only payable where employee is acting for 3 months or more
Gaining competencies in higher position	Payment at a higher level than the base acting position will depend on the relevant competencies acquired by the employees and used in the higher grade position.

14. Disputes

14.1 Objectives

The objective of the dispute resolution procedure is to ensure:

disputes are resolved at their source and at the lowest possible level;

employees address the issue with their supervisor first;

the dispute remains in the part of the organisation concerned without interference from employees not involved; and

that normal work continues during the resolution process.

14.2 Three Tiered System

TIER	LOCAL MATTER	CORPORATE WIDE MATTER
Tier 1 Local Level	Resolution of the issue or dispute is sought at its source with involvement of the following: employee/s concerned with union delegate (if requested) supervisor and manager (if required)	
Tier 2 Corporate level	If unresolved at local level, resolution is sought at a corporate level with involvement of the following: Union Organiser, relevant local Delegate and Employee/s (if necessary) Executive Manager/s affected, local Manager and Human Resources Manager	Claims or issues may be raised by either: Employee/s, Union/s, or Integral Energy Resolution of the issues raised should involve: Relevant member/s of Executive Management and any other necessary resources, and Union's Organisers and relevant Delegates to ensure input reflects the organisation or the issues raised.
Tier 3 Tribunal level	If the issues remain unresolved the matter may be referred to the Industrial Relations Commission with the rights of the parties being reserved The process before the Industrial Relations Commission should be free from industrial action.	If the issues remain unresolved the matter may be referred to the Industrial Relations Commission with the rights of the parties being reserved The process before the Industrial Relations Commission should be free from industrial action.

A shop steward or delegate accredited by their Union and Integral Energy is entitled (with the approval of their supervisor) reasonable time off to attend to matters affecting employees he or she represents.

14.3 Responsibilities of those Involved in Resolving the Dispute

The responsibilities of the individuals and the organisations they represent should include the following:

to have an appreciation of each other's point of view;

to have an appreciation of each other's needs;

to approach discussions and negotiations in good faith;

Integral Energy, where possible, should take the needs of employees into account when making decisions;

meetings called to try and resolve the issues in dispute should be called without unnecessary delay; and

it is the responsibility of both the representatives of the Union/s and Integral Energy to give the employees progress reports.

15. Salary Sacrifice

Integral Energy employees can salary sacrifice the following:

Company Product up to \$666.00 per fringe benefits tax year, subject to Australian Tax Office guidelines.

Superannuation

In house child care

ICARE

In house Gym Membership

Laptop Computers (as per ATO guidelines)

16. Union Delegates Rights

Integral Energy recognises the role of Union Delegates in representing their members and the Union Delegates recognise the right of Integral Energy and its employees to conduct their day to day business without interruption.

Union Delegates at Integral Energy shall have the right to:

Approach, or be approached by a member for the payment of Union dues or other payments outside of working hours, or to discuss any matter related to this member's employment, during working hours without interfering with the work of the employee.

After advising and obtaining permission from the employer prior to arrival move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.

Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.

Have protection from victimisation.

Have access to a telephone, computer and intranet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carry out the Union responsibilities.

Place notices on Union notice boards after advising the employer of the notice details.

Attend meetings (eg regional, organisational or delegates) held by the Union in which they hold office following the approval of Integral Energy.

Have all agreements and arrangements negotiated with Integral Energy set out in writing, and for these agreements and arrangements, including Awards, to be provided to delegates on request.

17. Relationship to Previous Awards

This award replaces and supersedes the Integral Energy Conditions of Employment Award 2003 published 15 August 2003 (340 I.G. 949).

18. Leave Reserved

Bargaining Agents Fee.

APPENDIX A

COMMON PAY POINTS

Class	After 4.6% as at 25 December 2004	
	Weekly Rate	Annual Rate
1	\$381.40	\$19,895
2	\$437.20	\$22,808
3	\$440.60	\$22,984
4	\$515.40	\$26,883
5	\$543.60	\$28,358
6	\$551.60	\$28,773
7	\$624.00	\$32,555
8	\$627.60	\$32,741
9	\$632.50	\$33,000
10	\$686.10	\$35,793
11	\$704.60	\$36,756
12	\$716.40	\$37,376
13	\$720.40	\$37,581
14	\$733.80	\$38,279
15	\$742.70	\$38,743
16	\$757.40	\$39,513
17	\$761.90	\$39,748
18	\$780.90	\$40,742
19	\$783.00	\$40,850
20	\$804.70	\$41,981
21	\$806.60	\$42,077
22	\$809.80	\$42,246
23	\$828.50	\$43,222
24	\$838.90	\$43,764
25	\$842.90	\$43,974
26	\$853.30	\$44,516
27	\$861.50	\$44,942
28	\$865.70	\$45,160
29	\$877.30	\$45,768
30	\$892.60	\$46,562
31	\$900.70	\$46,989
32	\$905.90	\$47,261
33	\$909.50	\$47,447
34	\$912.30	\$47,598

After 4.6% as at 24 December 2005	
Weekly Rate	Annual Rate
\$398.90	\$20,810
\$457.30	\$23,857
\$460.90	\$24,041
\$539.10	\$28,120
\$568.60	\$29,662
\$577.00	\$30,097
\$652.70	\$34,053
\$656.50	\$34,247
\$661.60	\$34,518
\$717.70	\$37,439
\$737.00	\$38,447
\$749.40	\$39,095
\$753.50	\$39,310
\$767.60	\$40,040
\$776.90	\$40,525
\$792.20	\$41,331
\$796.90	\$41,576
\$816.80	\$42,616
\$819.00	\$42,729
\$841.70	\$43,912
\$843.70	\$44,013
\$847.10	\$44,189
\$866.60	\$45,210
\$877.50	\$45,777
\$881.70	\$45,997
\$892.60	\$46,564
\$901.10	\$47,009
\$905.50	\$47,237
\$917.70	\$47,873
\$933.70	\$48,704
\$942.10	\$49,150
\$947.60	\$49,435
\$951.30	\$49,630
\$954.30	\$49,788

35		\$918.60	\$47,924
36		\$924.10	\$48,212
37		\$932.60	\$48,652
38		\$940.60	\$49,067
39		\$948.50	\$49,482
40		\$956.40	\$49,891
41		\$958.80	\$50,018
42		\$968.90	\$50,547
43		\$971.40	\$50,680
44		\$978.80	\$51,066
45		\$988.70	\$51,576
46		\$995.60	\$51,938
47		\$997.60	\$52,041
48		\$1,003.60	\$52,359
49		\$1,007.40	\$52,558
50		\$1,007.90	\$52,581
51		\$1,018.50	\$53,136
52		\$1,020.20	\$53,219
53		\$1,027.80	\$53,618
54		\$1,028.40	\$53,654
55		\$1,044.30	\$54,484
56		\$1,046.70	\$54,604
57		\$1,054.60	\$55,014
58		\$1,071.70	\$55,911
59		\$1,073.70	\$56,013
60		\$1,080.50	\$56,369
61		\$1,081.60	\$56,423
62		\$1,093.80	\$57,061
63		\$1,098.60	\$57,313
64		\$1,108.70	\$57,838
65		\$1,126.80	\$58,782
66		\$1,134.30	\$59,173
67		\$1,136.80	\$59,306
68		\$1,147.70	\$59,872
69		\$1,150.50	\$60,023
70		\$1,175.90	\$61,347
71		\$1,178.40	\$61,479
72		\$1,180.20	\$61,569
73		\$1,199.60	\$62,581
74		\$1,206.20	\$62,930
75		\$1,227.60	\$64,044
76		\$1,229.80	\$64,159
77		\$1,241.70	\$64,778
78		\$1,255.50	\$65,501
79		\$1,259.40	\$65,699
80		\$1,273.40	\$66,434
81		\$1,284.20	\$66,993
82		\$1,300.40	\$67,843
83		\$1,307.50	\$68,210
84		\$1,338.00	\$69,805
85		\$1,362.30	\$71,069

\$960.90	\$50,129
\$966.60	\$50,430
\$975.50	\$50,890
\$983.90	\$51,324
\$992.10	\$51,758
\$1,000.40	\$52,186
\$1,002.90	\$52,319
\$1,013.50	\$52,872
\$1,016.10	\$53,011
\$1,023.80	\$53,415
\$1,034.20	\$53,948
\$1,041.40	\$54,327
\$1,043.50	\$54,435
\$1,049.80	\$54,768
\$1,053.70	\$54,976
\$1,054.30	\$55,000
\$1,065.40	\$55,580
\$1,067.10	\$55,667
\$1,075.10	\$56,084
\$1,075.70	\$56,122
\$1,092.30	\$56,990
\$1,094.80	\$57,116
\$1,103.10	\$57,545
\$1,121.00	\$58,483
\$1,123.10	\$58,590
\$1,130.20	\$58,962
\$1,131.40	\$59,018
\$1,144.10	\$59,686
\$1,149.10	\$59,949
\$1,159.70	\$60,499
\$1,178.60	\$61,486
\$1,186.50	\$61,895
\$1,189.10	\$62,034
\$1,200.50	\$62,626
\$1,203.40	\$62,784
\$1,230.00	\$64,169
\$1,232.60	\$64,307
\$1,234.50	\$64,401
\$1,254.80	\$65,460
\$1,261.70	\$65,825
\$1,284.10	\$66,990
\$1,286.40	\$67,110
\$1,298.80	\$67,758
\$1,313.30	\$68,514
\$1,317.30	\$68,721
\$1,332.00	\$69,490
\$1,343.30	\$70,075
\$1,360.20	\$70,964
\$1,367.60	\$71,348
\$1,399.50	\$73,016
\$1,425.00	\$74,338

APPENDIX B**ALLOWANCES**

ALLOWANCE	25 December 2004	24 December 2005	BASIS OF PAYMENT
On Call/Stand by Allowance	\$170.00 \$24.29	\$170.00 \$24.29	Per week on the on call roster (payable on a proportionate basis according to the roster cycle); OR Per day on the on call roster (allowance payable during periods of annual and long service leave)
Late Finishing Shift Allowance	\$23.25	\$24.32	For each late finishing shift in Frontline Services; (allowance payable on periods of annual and long service leave)
General First Aid Allowance	\$17.04	\$17.82	Paid each week for authorised employees appropriately qualified. Integral Energy will pay for first aid training conducted during work hours for nominated first aid officers. (allowance payable on periods of annual and long service leave)
Aircraft Allowance	\$17.10	\$17.88	Per day whilst performing line patrols by helicopter.
Electrical Safety Rules Allowance	\$34.33 (100%) \$27.46 (80%) \$20.60 (60%)	\$44.33 (100%) \$34.46 (80%) \$26.60 (60%)	Paid as per clause 7.

RE-IMBURSEMENT TYPE ALLOWANCE	AMOUNT	BASIS OF PAYMENT	
Meal Allowance	\$12.55	Per meal (to a maximum of 3 meals)	
Subsistence Allowances	\$19.00 \$31.00 \$33.00	Lunch Dinner Overnight stay	OR Negotiated alternate arrangement
Casual Car Allowance Per kilometre where the employee uses his or her private vehicle	51.0 cents	Under 1600cc	
	61.0 cents	1600cc to 2600cc	
	62.0 cents	Over 2600cc	

The meal and subsistence allowances will only change as a result of an application to the Industrial Relations Commission of New South Wales. Casual Car Allowance will be adjusted in accordance with Australian Tax Office guidelines.

Drivers Licence Reimbursement	According to licence amount as varied from time to time	Paid to employees authorised to drive an Integral vehicle for the needs of their job. Pro rata recovery of the licence payment may be made where the employee terminates part way through the period of the licence.
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APPENDIX C**BENEFITS OF EMPLOYEES EMPLOYED PRIOR TO 27 JULY 1996**

1. Long Service Leave

BASIS OF ACCRUAL	QUANTUM
After 10 years	13 weeks (455 hours or 468 hours)
After 15 years	an extra 8.5 weeks (297.5 hours or 306 hours)
After 20 years	an extra 13.5 weeks (472.5 hours or 486 hours)
After each 5 years	an extra 13 weeks (455 hours or 468 hours)

These accrual rates above now apply to post 1996 employees.

2. Experience/Maturing Allowance

2.1 Quantum

ELIGIBILITY	MULTIPLIER
10 years but less than 20 years service	1 week's pay per completed year of service; OR
20 years or more service	2 week's pay per completed year of service

2.2 Eligibility

Integral Energy must pay Experience/Maturing Allowance to employees in the following circumstances:

BASIS OF ELIGIBILITY	
	Retirement - this is where the employee is aged 55 years or older.
	Retirement Ill Health - this is where the employee is medically unable to perform the work required of their classification.
	Death - this is where the employee dies whilst in the employment of Integral Energy.
	Redundancy - this is where the employee's position is made redundant or under an approved 'bona fide' redundancy scheme.

2.3 Service Recognised

SERVICE RECOGNISED	
	The period of continuous employment with Integral Energy (including Illawarra Electricity and Prospect Electricity)
	The period of employment with the County Councils which were amalgamated into Prospect County Council and Illawarra County Council on 1 January 1980 is also included.
	The period of employment shall not go further back than the date of formation of Prospect County Council (1 January 1957) or Illawarra County Council (1 March 1958)

3. Award Special Leave

ELIGIBILITY	QUANTUM
Employees of the former Illawarra Electricity who were entitled to this leave immediately prior to 27 July 1996 only	4 days per year and the employee works a 36 hour week

4. Sick Leave (pre 15 February 1993)

ENTITLEMENT	ELIGIBILITY TO PAYMENT
The employees preserved untaken sick leave as at 15 February 1993	Resignation Retirement Death Redundancy On request between the following periods 20/6/05 to 15/7/05 19/6/06 to 14/7/06 Note: An employee is not eligible to payment where he or she is dismissed for misconduct

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(465)

SERIAL C3920**NUGAN QUALITY FOODS PTY LTD EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 3584 of 2005)

Before The Honourable Justice Backman

28 July 2005

VARIATION

1. Delete subclause (6) of clause 3, Rates of Pay, of the award published 22 June 2001 (325 I.G. 701), and insert in lieu thereof the following:
 - (6) The rates of pay in this award include adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over award payments; and/or
 - (b) award increases since 29 May 1991 and other safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Total Wage Rates**

Classification	SWC 2004 Amount \$	SWC 2005 Adjustment \$	SWC 2005 Amount \$
Evaporator Operator	509.20	17.00	526.20
General Hand	484.55	17.00	501.55
Lift Operator	509.20	17.00	526.20
Junior Employees			
Under 17 years of age	287.28	17.00	304.28
Under 18 years of Age	405.64	17.00	422.64
18 years and over General Hand	484.55	17.00	501.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2004 Amount \$	SWC 2005 Amount \$
1	3(1)	Supplementary Payment	16.30	16.80
2	3(2)	Freezer Allowance	12.40	12.75
3	3(3)	Leading Hands	15.05	15.50
4	17	Meal Allowance	6.50	6.70
5	20(3)	First Aid	2.00	2.05

"Note": These allowances are contemporary for expense related allowances as at 30 March 2005 and for work related allowances are inclusive of adjustment in accordance with the June 2005 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 22 November 2005.

A.F. BACKMAN *J.*

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(827)

SERIAL C3951**SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Council of the City of Sydney.

(No. IRC 3748 of 2005)

Before Mr Deputy President Grayson

29 July 2005

VARIATION

1. Insert after subparagraph (iii) (a) (2), of clause 11, Hours of Work, of the award published 16 May 2003 (339 I.G. 451), the following new subparagraph (3):
 - (3) Cleansing Service Operators engaged in the collection of waste on day shift shall work 38 hours per week between 5.30am and 8.00pm."
2. Renumber existing subparagraph (iii) (a) (3) of clause 11, Hours of Work, to read as subparagraph (4)
3. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Annual Pay rates To operate from first full pay period To commence on or after 23 July 2005				
Apprentices		Trainees		Rate per annum \$
Apprentice Year 1		15 years of age or School Certificate		22,005
Apprentice Year 2		16 years of age or School Certificate		25,320
Apprentice Year 3		17 years of age		28,901
Apprentice Year 4		18 years of age or Higher School Certificate		32,551
Trades and Non Trades				
Grade	Entry Salary \$	Step 1 \$	Step 2 \$	Step 3 \$
1	33,243			
2	34,687			
3	36,893			
4	38,062			
5	39,089	40,457	41,874	43,129
6	40,127	41,533	42,988	44,275
7	41,496	42,950	44,454	45,790
8	43,232	44,746	46,314	47,704

Annual Pay rates To operate from first full pay period To commence on or after 22 July 2006				
Apprentices		Trainees		Rate per annum \$
Apprentice Year 1		15 years of age or School Certificate		22,886
Apprentice Year 2		16 years of age or School Certificate		26,333
Apprentice Year 3		17 years of age		30,057
Apprentice Year 4		18 years of age or Higher School Certificate		33,853
Trades and Non Trades				
Grade \$	Entry Salary \$	Step 1 \$	Step 2 \$	Step 3 \$
1	34,573			
2	36,075			
3	38,369			
4	39,584			
5	40,653	42,076	43,549	44,854
6	41,732	43,195	44,708	46,046
7	43,155	44,668	46,232	47,621
8	44,961	46,536	48,167	49,612

Table 2 - Tool Allowance

Annual Tool Allowances To operate from first full pay period To commence on or after		
Classification	23 Jul-05 \$	22 Jul-06 \$
Bricklayer	903	939
Carpenter & Plumber	1,217	1,265
Metal and Mechanical Trades	1,217	1,265
Painter and Signwriter	368	382
Plasterer	1,033	1,074
Electrician	811	844
Stonemason	1,217	1,265

3. This variation shall take effect from the beginning of the first pay period to commence on or after 23 July 2005 and remain in force until 26 July 2007.

J. P. GRAYSON *D.P.*

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(1264)

SERIAL C4007**AGED CARE INDUSTRY (BROKEN HILL) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Broken Hill Town Employees' Union, industrial organisation of employees.

(No. IRC 3851 of 2005)

Before Mr Deputy President Sams

5 August 2005

VARIATION

1. Delete clause 3, Wages, of the award published 20 July 2001 (326 I.G. 255) and insert in lieu thereof the following:

3. Wages

Employees shall be paid not less than the rates prescribed for the appropriate classifications set out in Table 1 - Wages, of Part B Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case of May 2005. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Total Rate Per Week effective 8 August 2004 \$	SWC June 2005	Total Rate Per Week effective 8 August 2005 \$
Clerks			
Junior -			
At 16 Years or under	304.02	3.0%	313.14
At 17 Years or under	342.91	3.0%	353.19
At 18 Years or under	390.22	3.0%	401.92
At 19 Years or under	437.64	3.0%	450.77
At 20 Years or under	480.52	3.0%	494.94
Grade 1 -			
At 21 Years of age or first year of service	521.60	17.00	538.60
Second Year of service	532.70	17.00	549.70
Third Year of service	545.20	17.00	562.20
Fourth Year of service	555.50	17.00	572.50
Fifth Year and thereafter	567.70	17.00	584.70
Grade 2 -			
First Year of service	582.70	17.00	599.70
Second Year and thereafter	598.30	17.00	615.30

Grade 3			
First Year of service	612.00	17.00	629.00
Second Year and thereafter	627.60	17.00	644.60
Grade 4			
First Year of service	640.90	17.00	657.90
Second Year and thereafter	653.10	17.00	670.10
Grade 5			
First Year of service	669.00	17.00	686.00
Second Year and thereafter	682.00	17.00	699.00
Grade 6			
First Year of service	699.40	17.00	716.40
Second Year and thereafter	712.90	17.00	729.90
Grade 7			
First Year of service	733.20	17.00	750.20
Second Year and thereafter	749.40	17.00	766.40
Grade 8			
First Year of service	792.40	17.00	809.40
Second Year and thereafter	810.80	17.00	827.80
Hostel Supervisor			
Grade 1 - Less than 50 beds	582.70	17.00	599.70
Grade 2 - 50 but less than 75	598.40	17.00	615.40
Grade 3 - 75 but less than 100	612.00	17.00	629.00
Grade 4 - 100 beds and over	627.10	17.00	644.10
Personal Care Assistants	536.30	17.00	553.30
General Service Officer			
Grade 1 - Junior	450.91	3.0%	464.44
Grade 1 - Adult	536.30	17.00	553.30
Grade 2	545.00	17.00	562.00
Grade 3 - First Year of service	562.30	17.00	579.30
Grade 3 - Second Year of service	570.20	17.00	587.20
Grade 3 - Third Year of service	579.70	17.00	596.70
Divisional Therapist			
First Year of service	551.00	17.00	568.00
Second Year of service	577.30	17.00	594.30
Third Year of service	601.30	17.00	618.30
Fourth Year of service	623.20	17.00	640.20
Fifth Year of service and thereafter	646.20	17.00	663.20
Recreational Activities Officer			
First Year of service	566.80	17.00	583.80
Second Year of service	576.50	17.00	593.50
Third Year of service and thereafter	584.50	17.00	601.50
Cook			
Grade A	570.30	17.00	587.30
Grade B	560.30	17.00	577.30
Maintenance Supervisor			
Maintenance Supervisor (Tradesman)	672.10	17.00	689.10
Maintenance Supervisor (Otherwise) - In Charge of Staff	634.50	17.00	651.50
Maintenance Supervisor (Otherwise)	622.20	17.00	639.20
Motor Vehicle Drivers			
Grade A - Sedan	556.00	17.00	573.00
Grade B - Utility	561.30	17.00	578.30
Grade C - Ambulance or Minibus	564.50	17.00	581.50
Grade D - Larger Vehicle Under 5 Tonnes	566.60	17.00	583.60
Grade E - Truck 5 Tonnes and Over	569.50	17.00	586.50

Gardener			
Head Gardener (Qualified)	601.70	17.00	618.70
Head Gardener (Otherwise)	573.90	17.00	590.90
Gardener (Qualified)	561.50	17.00	578.50
Gardener (Otherwise)	547.50	17.00	564.50

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Allowance Effective 8 August 2004 \$	SWC 2005 %	Allowance Effective 8 August 2005 \$
1	9 (c)	Recall - use of own vehicle	0.7197	3.0	0.7413 cents per km
2	9 (h)(i)	Overtime - breakfast	8.60	3.0	8.86 per shift
3	9 (h)(ii)	Overtime - luncheon	10.04	3.0	10.34 per shift
4	9 (h)(iii)	Overtime - evening meal	14.35	3.0	14.78 per shift
5	11(a)(iv)	Sleepover allowance	31.99	3.0	32.95 per night
6	11(b)(i)	Driving allowance	3.81	3.0	3.92 per week or shift as appropriate
7	11(c)(i)	Cleaning scraping - confined spaces	0.39	3.0	0.41 per hour
8	11(c)(ii)	Cleaning scraping - boiler flue	0.66	3.0	0.68 per hour
9	11(c)(iv)	Linen handling - nauseous linen	0.19	3.0	0.19 per hour
10	11(d)(i)	Travelling allowance	0.7197	3.0	0.7413 cents per km
11	11(e)(i)	On Call allowance	12.69	3.0	13.0698 per shift
12	11(f)(i)	* Flexibility allowance	5.59		5.59 per shift in excess of 5 hours
13	22(d)	Uniform allowance	3.18	3.0	3.27 per week
14	22(d)	Cardigan or special shoe allowance	1.26	3.0	1.30 per week
15	22(e)	Laundry allowance	3.18	3.0	3.27 per week

* This allowance does not get indexed.

3. This variation shall take effect from the first full pay period to commence on or after 8 August 2005.

P. J. SAMS *D.P.*

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(1211)

SERIAL C3971**TEACHERS (CATHOLIC EARLY CHILDHOOD SERVICE CENTRES
AND PRE-SCHOOLS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 873 of 2005)

Before Commissioner Macdonald

22 June 2005

VARIATION

1. Delete subclause 12.1, of clause 12, Other Leave, of the award published 30 August 2002 (335 I.G. 1351), and insert in lieu thereof the following:

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Division 1 of Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of six weeks or longer by the employer and commences maternity leave on or after 1 July 2005, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for six weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than six weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Division 1 Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall continue to apply to both the employer and the teacher who has taken maternity leave in accordance with this sub clause.

2. Delete subclauses 25.4, 25.5 and 25.6, of clause 25, Area, Incidence and Duration, and insert in lieu thereof the following:
- 25.4 This award replaces and rescinds the Teachers (Catholic Early Childhood Service Centres and Pre Schools) (State) Award (335 I.G. 351) published on 30 August 2002.
- 25.5 This award remains in force until varied or rescinded, the period for which it was made already having expired.
3. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay For Teachers Employed in an Early Childhood Service Centre

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/ Incremental Salary Step	Current per annum \$	1 July 2005 4% per annum \$	1 January 2006 2% per annum \$
All Other Teachers Incremental Salary Step			
Step 1	29,385	30,560	31,171
Step 2	30,091	31,295	31,921
Step 3	30,887	32,122	32,764
Step 4	31,996	33,276	33,942
Step 5	33,348	34,682	35,376
Two Years Trained Teachers Incremental Salary Step			
Step 1	32,042	33,324	33,990
Step 2	35,499	36,919	37,657
Step 3	37,306	38,798	39,574
Step 4	39,254	40,824	41,640
Step 5	41,058	42,700	43,554
Step 6	42,927	44,644	45,537
Step 7	45,001	46,801	47,737
Step 8	46,136	47,981	48,941
Step 9	47,254	49,144	50,127
Three Years Trained Teachers Incremental Salary Step			
Step 1	36,919	38,396	39,164
Step 2	38,797	40,349	41,156
Step 3	40,828	42,461	43,310
Step 4	42,699	44,407	45,295
Step 5	44,642	46,428	47,357
Step 6	46,800	48,672	49,645
Step 7	47,979	49,898	50,896
Step 8	49,146	51,112	52,134
Step 9	51,102	53,146	54,209
Step 10	53,148	55,274	56,379
Step 11	54,580	56,763	57,898

Four Years Trained Teachers Incremental Salary Step			
Step 1	39,256	40,826	41,643
Step 2	41,689	43,357	44,224
Step 3	44,034	45,795	46,711
Step 4	46,632	48,497	49,467
Step 5	49,051	51,013	52,033
Step 6	51,102	53,146	54,209
Step 7	53,148	55,274	56,379
Step 8	55,450	57,668	58,821
Step 9	57,668	59,975	61,175

Table 2 - Rates of Pay For Teachers Employed in a Pre-School

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/ Incremental Salary Step	Current Per annum \$	1 July 2005 4% Per annum \$	1 January 2006 2% Per annum \$
Two Years Trained Teachers Incremental Salary Step			
Step 1	30,810	32,042	32,683
Step 2	34,133	35,498	36,208
Step 3	35,869	37,304	38,050
Step 4	37,745	39,255	40,040
Step 5	39,479	41,058	41,879
Step 6	41,277	42,928	43,787
Step 7	43,269	45,000	45,900
Step 8	44,359	46,133	47,056
Step 9	45,437	47,254	48,199
Step 10	46,665	48,532	49,503
Three Years Trained Teachers Incremental Salary Step			
Step 1	35,500	36,920	37,658
Step 2	37,306	38,798	39,574
Step 3	39,256	40,826	41,643
Step 4	41,058	42,700	43,554
Step 5	42,925	44,642	45,535
Step 6	45,001	46,801	47,737
Step 7	46,136	47,981	48,941
Step 8	47,255	49,145	50,128
Step 9	49,140	51,106	52,128
Step 10	51,101	53,145	54,208
Step 11	52,483	54,582	55,674
Four Years Trained Teachers Incremental Salary Step			
Step 1	37,745	39,255	40,040
Step 2	40,082	41,685	42,519
Step 3	42,339	44,033	44,914
Step 4	44,840	46,634	47,567
Step 5	47,165	49,052	50,033
Step 6	49,140	51,106	52,128
Step 7	51,101	53,145	54,208
Step 8	53,317	55,450	56,559
Step 9	55,450	57,668	58,821

Table 3 - Directors' Allowances

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	Current \$	1 July 2005 4% \$	1 January 2006 2% \$
1	4,207	4,375	4,463
2	5,137	5,342	5,449
3	6,413	6,670	6,803
4	8,008	8,328	8,495

Table 4 - Other Rates and Allowances

Item No	Clause No	Description	Amount
1	3.4(a)	Travel Allowance	25 cents per kilometre

Table 5 - Authorised Supervisor's Allowance (Clause 6.3(i) & (ii))

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	Current per annum \$	1 July 2005 4% per annum \$	1 January 2006 2% per annum \$
1	1,321	1,374	1,401
2	1,612	1,676	1,710
3	2,016	2,097	2,139
4	2,520	2,621	2,673

Table 6 - Authorised Supervisor Allowance (Clause 6.3(ii))

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	Current	1 July 2005 4% per annum \$	1 January 2006 2% per annum \$
1	2,643	2,749	2,804
2	3,225	3,354	3,421
3	4,032	4,193	4,277
4	5,039	5,241	5,346

4. This variation shall take effect from 1 July 2005 and remain in force until 30 June 2006.

A. W. MACDONALD, Commissioner.

**MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE)
AWARD**

Erratum to Serial C3956 published 21 October 2005

(354 I.G. 637)

(No. IRC 3326 of 2005)

ERRATUM

1. For Table 2 - Allowances, of Part B Monetary Rates, delete Items 6 and 12, and substitute the following:

6	7(iii)	Qualification Allowance	15.30 per week
12	8(ii)(b)	Excess Fares Allowance	8.70 per week

G. M. GRIMSON *Industrial Registrar.*

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