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CONTENTS

Vol. 357, Part 1

17 February 2006

Pages 1 - 334

	Page
Awards and Determinations -	
Awards Made or Varied -	
Aged Care General Services (State)	(VSW) 264
Boral Country - Concrete and Quarries Contract Determination	(CD) 214
Charitable Institutions (Professional Paramedical Staff) (State)	(VSW) 254
Charitable Institutions (Professional Staff Social Workers) (State)	(VSW) 253
Coal Mining Industry (Accident Pay) Interim Award 2004	(AIRC) 146
Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment)	(VIRC) 317
Downer Energy Systems Pty Ltd and Clyde Babcock-Hitachi (Australia) Pty Ltd Consortium Condong & Broadwater Co Generation Construction Projects Consent Award 2005	(AIRC) 149
Eastern Distributor Consent (State) Award 2005	(AIRC) 38
Health Employees' Conditions of Employment (State)	(VIRC) 304
Health Employees' Medical Radiation Scientists (State)	(VIRC) 272
Health Professional and Medical Salaries (State)	(VIRC) 275
Inala Disability Services (State)	(AIRC) 177
Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2005	(AIRC) 1
Milk Treatment, &c., and Distribution (State)	(VIRC) 325
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State)	(VIRC) 268
Nursing Homes Professional Employees (State)	(VSW) 233
Printing Industries (State)	(VSW) 229
Private Hospital Employees (State)	(VSW) 236
Private Hospital Professional Employees (State)	(VSW) 245
Private Hospitals, Aged Care and Disability Services Industry (Training) (State)	(VSW) 258
Public Health System Nurses' & Midwives' (State)	(VIRC) 315
Public Hospital (Training Wage) (State)	(VSW) 261
Royal New South Wales Institute for Deaf and Blind Children Employees' (State)	(VSW) 249
School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2005	(AIRC) 78
School Support Staff (Country and Regional Dioceses) (State) Award 2005	(AIRC) 112
Security Industry (State)	(VIRC) 326
State Transit Authority of New South Wales Ferries (State)	(VIRC) 270
Storemen and Packers Bond and Free Stores (State)	(VSW) 231
Enterprise Agreements Approved by the Industrial Relations Commission	327
Contract Agreements Approved by the Industrial Relations Commission	333

NEW SOUTH WALES

INDUSTRIAL GAZETTE

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Mr A. G. MUSGRAVE

MAINTENANCE AND OUTDOOR STAFF (CATHOLIC 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 5900 of 2005)

Before Commissioner Tabbaa

2 December 2005

AWARD

PART A

CONDITIONS

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Contract of Employment
5.	Redundancy
6.	Wages
7.	Payment of Wages
8.	Work During Pupil Vacation Period
9.	Hours
10.	Implementation of 38-Hour Week
11.	Overtime
12.	Tea Break
13.	Meal Breaks
14.	Public Holidays
15.	Annual Leave and Payment on Termination
16.	Annual Leave Loading
17.	Sick Leave
18.	Catholic Personal/Carer's Leave
19.	Parental Leave - Catholic Diocesan Employers
19A.	Parental Leave - Schedule A Schools
19B.	Parental Leave - Schedule B Schools
20.	Long Service Leave - Catholic Diocesan Schools and Schedule A Schools
21.	Long Service Leave - Schedule B Schools
22.	Bereavement Leave
23.	Jury Service
24.	Meal Allowances
25.	First-Aid and Medication Allowances
26.	Travelling Expenses
27.	Miscellaneous Conditions
28.	Anti-Discrimination
29.	Disputes Avoidance and Grievance Procedure
30.	Apprenticeship Trades

31. Superannuation
32. Labour Flexibility
33. No Extra Claims
34. Leave Reserved
35. Area Incidence and Duration

PART B

Schedule A - List of Catholic Independent Schools Covered by this Award and to whom Clauses 19A and 20 have application.

Schedule B - List of Catholic Independent Schools Covered by this Award and to whom Clauses 19B and 21 have application.

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

Annexure A - Sick Leave Portability

PART C

REDUNDANCY

2. Title

This award shall be known as the Maintenance and Outdoor Staff (Catholic Schools) (State) Award 2005.

3. Definitions

- (i) "Award" means the Maintenance and Outdoor Staff (Catholic Schools) (State) Award.
- (ii) "Basic Earnings" mean the minimum rate of pay prescribed for an employee by the award.
- (iii) "Employee" means an employee whose principal duties are the maintenance of buildings, plant and equipment; the preparation and upkeep of grounds or other similar duties as directed by the employer.
- (iv) "Full-time Employee" means an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than 38 hours 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 (as set out in sub-clause (ii) of Clause 34, Area, Incidence and Duration of this award).
- (viii) "Union": means either the New South Wales Independent Education Union or the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- (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) Whether the employment incorporates a probationary period and the length of the probationary period, provided that a probationary period may only apply if the employer has advised the employee in writing at the time of offer of appointment of the fact and length of the probationary period. A probationary period shall not exceed three months. The employee shall be advised of any concerns of the employer in relation to the employee's performance and the steps to be taken by the employee to address these concerns at least four weeks before the end of the probationary period.
- (b) the classification and rate of pay of the employee;
- (c) the number of hours to be worked each week;
- (d) a statement in relation to superannuation entitlements.
- (e) whether the rate of pay is payable during term time only or throughout the year in accordance with paragraph (c) of subclause (v) of clause 6, Wages.

(ii) Stand down

- (a) Subject to clause 10, Implementation of 38 Hour Week, an 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 further 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*.
- (c) An employee not stood down during school vacation periods prior to the making of this award shall not be stood down after the making of this award except by agreement.

(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
Less than 1 year	1 week minimum
More than 1 year but less than 3 years	2 weeks minimum
More than 3 years but less 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) 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 C - Redundancy.

6. Wages

(i) Classification Structure

Employees, other than those holding trade qualification, shall commence at step 1 of the classification scale and shall progress to steps 2, 3, 4 and 5 on completion of 12 months service at each step.

Trade Qualified employees shall commence at step 4 of the classification structure and shall progress to step 5 on completion of 12 months service.

(ii) Wage Rates - Employees Required To Work 48 Weeks A Year.

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.

(iii) 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 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 (b) of this subclause.

- (b) When the employer elects to average a full-time employee's payment of wages under paragraph (a) 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 subclause (vi) 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) the number of days in a school year shall be deemed to be not less than 204;
- (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 (vi) of this clause.

Provided that where N equals 204, this formula shall be rounded to:

$$0.9 \times W$$

- (c) The rate of pay of an employee who is not required to work 48 hours per year and which is calculated in accordance with paragraph (b) of this subclause shall be the appropriate rate for all purposes for that employee but shall not be used in the calculation of overtime payments and casual rates of pay.

(iv) Part-time and Casual Employees

(a) 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 sub-clause (ii) or (iii) as appropriate for the class of work performed by them. Provided that part time employees employed before the first full pay period commencing on or after 27 January 2004 shall be paid an additional rate per hour equivalent to 8% of the appropriate rate as at the first full pay period on or after 27 January 2004. Such hourly rate shall include the leading hand allowance where applicable.
- (2) Part-time employees shall be paid a minimum of 3 hours for each start, provided that an employer and employee may agree to a shorter minimum period of engagement to suit the particular needs of the workplace and the employee. A record of such agreement shall be kept in writing and must be retained with pay records.
- (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 clause 5 of Part C - Redundancy.

(b) 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 subclause (ii) for the

class of work performed by them, plus 20 per cent 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 2 hours for each start.

(v) Higher Duties

Employees required to temporarily perform duties for which the leading hand allowance is payable for more than one day shall be paid the allowance for the whole period during which those duties are performed.

(vi) Apprentices

The minimum rates of wages for four year apprentices shall be:

% of tradespersons Rate*

First Year	50
Second Year	65
Third Year	75
Fourth Year	90

*Based on rate for Step 4 as set out in table 1 of Part B, Wage Rates, of this Award.

(vii) 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.

(viii) Absorption

The increases in minimum rates of payment in July 2005, July 2006 and July 2007 may be fully absorbable at the discretion of the employer, into any payment that an employee receives in excess of the rates set out in Table 1- Wage Rates, of Part B Monetary Rates, at the applicable time.

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) Wages may be paid fortnightly at the employer's discretion where the majority of employees at the school or college are already paid fortnightly.
- (iii) Where an employer and the majority of employees agree, wages may be paid by cheque or electronic funds transfer to an account nominated by the employee.
- (iv) 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.
- (v) Annual Remuneration
 - (a) Notwithstanding the provisions 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 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 subclause.
- (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 clause 6, Wages.

8. Work During Pupil Vacation Periods

An employee who is stood down during pupil vacation periods shall not be required to work during such periods.

An employee who is requested and who agrees to work during this period shall be paid at casual rates in addition to any other remuneration received if the employee is paid an averaged rate of pay pursuant to subclause (iii) of clause 6, Wages.

9. Hours

- (i) Ordinary Hours of Work

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 in five days, Monday to Friday inclusive. Provided that work performed up to 12 noon on Saturday only on essential playing field duties such as watering or marking playing field areas which cannot be performed Mondays to Fridays may be regarded as ordinary hours if the employee is allowed, without loss of pay, equivalent time off in lieu by mutual agreement as to when such time off will be taken during the following week.

- (ii) Notice of Hours

The employer shall advise the employee of the ordinary hours of work and the ordinary time of meal breaks which shall be displayed in a conspicuous place accessible to the employees. Such hours shall not be changed, without payment of overtime, for work done outside the set hours unless seven days notice of any change 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.

- (iii) 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.

- (iv) Part-time Employees:

The spread of ordinary hours of work, exclusive of meal time, shall not exceed 8 hours per day.

- (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

An employer and employees may agree that the ordinary hours of work provided by clause 9, Hours 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

An employer may apply any other method of implementing the ordinary hours of work provided by clause 9, Hours, on which the employer reaches agreement with employees.

(iii) Discussion about Implementation of 38 Hour Week

Each employer will propose to its employees the basis of implementing the 38 hour week which it determines is best suited to its operations. If the employer and 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 provided 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

$$w \times \frac{2P}{40}$$

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 (b) of subclause (iv) of clause 6, Wages.

11. Overtime

(i) Definition of Overtime

All time required by the employer to be worked outside the ordinary hours of work prescribed by clause 9, Hours, shall be overtime.

(ii) Payment for Overtime

Overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked between midnight Friday and midnight Sunday shall be paid at the rate of double time.

(iii) Calculating Overtime

For the purpose of calculating overtime, each day's work shall stand alone.

(iv) 10 Hour Break

- (a) Overtime shall, where reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

- (b) 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.
- (c) If employer requires an employee resumes or continues work without having had such ten consecutive hours off duty:
 - (1) the employee shall be paid at double rates until they are released from duty for such period, and
 - (2) 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.

(v) Time Off in Lieu of Overtime

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 provided that:

- (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
- (c) Time off in lieu of payment for overtime and shall be taken within 12 months of the accrual. Where such leave is not taken in this period it shall be paid at the appropriate overtime rate.
- (d) 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.

(vi) Recall to work

- (a) 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.
- (b) 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.

(vii) Minimum Payment

For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.

- (viii) 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.
- (ix) 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 (v) 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) The *Annual Holidays Act 1944* applies, provided that Annual Leave shall be given and taken during the summer pupil vacation period, except where the employer and the employee agree in writing to the contrary.
- (ii) An employee shall be paid a pro-rata amount for annual leave on termination pursuant to the *Annual Holidays Act 1944*, provided that employees whose rate of pay has been averaged in accordance with subclause (iii) of clause 6, Wages, may receive an amount calculated in accordance with subclause (iii) of this clause.

(iii)

- (a) For employees paid in accordance with subclause (iii) of Clause 6, Wages, this subclause will apply:
- (1) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
 - (2) notwithstanding any other provisions in this award.
- (b) The provisions of this subclause shall apply as set out in the relevant paragraphs where:
- (1) an employee's employment ceases
 - (2) an employee commences employment after the school service date;
 - (3) an employee takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
 - (4) the working hours of the employee have varied since the school service date.
- (c) Calculation of Payments
- (1) A payment made pursuant to sub-paragraph (1), (2) or (3) of paragraph (b) of this sub-clause shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

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

- (2) A payment made pursuant to sub-paragraph (d) of paragraph (b) of this subclause to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

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

- (3) For the purpose of this clause:

- (A) "School Service Date" means the usual commencement date of employment at the school for employees covered by this award commencing in term 1.

- (d) Employees who commence Employment after the School Service Date

- (1) 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 paragraph (c) of this sub-clause and shall receive no other salary until his or her return to work in the following school year.
- (2) 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.

- (e) 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:

- (1) 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.
- (2) If the leave is to conclude in a school year following the school year in which the leave commenced:
- (A) 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
- (B) 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.

- (3) Where an employee who has received a payment pursuant to subparagraph (2) of this paragraph 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:
- (A) by applying for formula in paragraph (c) of this sub-clause as if no payment had been made to the employee at the commencement of leave;
 - (B) by deducting from that amount the amount earlier paid to the employee.
- (f) **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:
- (1) the amount due pursuant to the formula in subparagraph (2) of paragraph (c) of this subclause shall be calculated; and
 - (2) 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).
- (g) Notwithstanding the provisions of subparagraph (1) of paragraph (a) of this subclause an employee shall not pursuant to this subclause, 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 then 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 together with, where applicable leading hand and first aid allowances, 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.
- (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 as set out below:
- (a) Employees in Schools operated by a Catholic Diocesan Education Authority:
- Fifteen days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 2005.
- (b) The Employee employed in Schedule A and Schedule B schools:
- Sick leave on full pay as set out in the following table upon each anniversary of their continuous service which occurs after the first full pay period on or after 1 July 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

- (ii) Accumulation of Sick Leave
- (a) 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 the employer shall not be bound to credit an employee for sick leave which accrued more than 15 years before the end of the last year of completed service and the maximum accrual of sick leave (including both current and accumulated) shall be 154 days.
- (b) 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 the first full pay period on or after 1 July 2003 and the employee's anniversary of continuing service occurring before the first full pay period on or after 1 July 2005, sick leave accrued at the rate of 10 days during the first year of service and 12 days during the second and subsequent years of service.
- (2) that for years of service completed before 1 July 2003 sick leave accrued at the rates applicable under the relevant awards, being the Maintenance and Outdoor Staff (Catholic Schools) (State) Award (330 I.G. 43), and the Miscellaneous Workers Independent Schools and Colleges &c., (State) Award (283 I.G. 1193) and its predecessors.

(iii) Conditions on the taking of Sick Leave

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 24 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.

(iv) Part Time Employees

- (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.

(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.

(vi) Portability (Catholic Diocesan Schools Only)

- (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by a Diocese on or after 1 January 2000, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause (iii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of employment with the Diocese.
- (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:
 - (1) The employee has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.
 - (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

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 1977*.
- (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 - Diocesan Catholic Employers

The provisions of this clause shall apply to all employees employed at schools operated by Catholic Diocesan Employers.

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 14 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. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.
- (b) The maternity leave shall be paid for 14 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 14 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.

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.

19.3 Paternity Leave

- (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.

- (b) The employee shall be entitled to take 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.
- (c) The entitlement to paternity leave in paragraphs 19.4(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*.
- (d) 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.

19A. 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.

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.

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.

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 19A.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 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.

19B. 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 sub-clause.
- (ii) The amount of paid leave for an employee who takes leave after 20 October 2005 shall be twelve weeks, provided that the 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 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 the birth; or
 - (B) six weeks 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 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 hospitable 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*.

20. Long Service Leave - Catholic Diocesan Employers and Schedule A Schools

The provisions of this clause shall apply to all employees employed at schools operated by Catholic Diocesan Employers and all employee 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 26 January 2004	.866 weeks per year.
26 January 2004 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.

21. 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 26 January 2004, 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 26 January 2004 and on the basis of two months for ten years service prior to 26 January 2004.

(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 19B 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 the wife, husband, father, mother, parent-in-law, brother, sister, child, step-child, grandparent or grandchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave, for a period not exceeding three days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave.

- (ii) The rights to such paid leave shall be dependent on compliance with the following conditions:
 - (a) satisfactory evidence of such death shall be furnished by the employee to the employer; and
 - (b) the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlement under this award or otherwise.
- (iii) 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 Catholic Personal/Carer's Leave in Clause 18, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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 business

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 (excluding reimbursement of expenses) 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

- (i) Where an employee is required to work overtime in excess of one and one half hours on any day or shift, the employee shall be paid an amount as set out in Item 1 of the said Table 2, for a meal or be supplied with a meal.
- (ii) Any employee required to work more than five hours overtime shall be paid a further amount as set out in the said Item 1, or be supplied with a meal.

25. First-Aid Allowance

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.

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 extra per week at the rate set out in Item 3 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 the rate set out in Item 4 of 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.
- (vi) An employee who, at the time of the making of this award is in receipt of remuneration, for the use of a motorcar in excess of the rate in Item 3 or Item 4 respectively shall continue to receive such higher remuneration.

27. Miscellaneous Conditions

- (i) Meal Facilities:

Employees shall have access to staff room facilities for the preparation and taking of meals and tea breaks.

- (ii) Uniforms and Protective Clothing:

- (a) In the event of an employee being required to wear a uniform, 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 5 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, as a laundry allowance.

- (b) Where employees are 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.

- (c) Protective clothing, uniforms or rubber gloves supplied pursuant to this subclause shall remain the property of the employer and shall be returned upon termination of employment.

- (iii) 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.

- (iv) Occupational Health and Safety During Pupil Vacation Periods

Appropriate measures will be adopted by the employer to ensure the occupational health and safety of an employee working alone on school premises during pupil vacation periods

28. Anti - Discrimination

28.1 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.

28.2 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.

28.3 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.

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

- (a) any conduct or act which is specifically exempt 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 on any State or federal jurisdiction.

28.5 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.

29. 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.

30. Apprenticeship Trades

- (i) Limitation of Overtime
 - (a) No apprentice under the age of 18 years shall be required to work overtime unless he/she so desires.
 - (b) No apprentice except in an emergency, shall work or be required to work overtime at times which would prevent his/her attendance at technical college as required by any statute, award or regulation applicable to the apprentice.

31. Superannuation

- (i) Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

- (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) 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 nine per cent, or such other rate as provided by superannuation legislation from time to time, 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 full 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 to 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:

$$\begin{array}{l} \text{Level 1 employee} \\ \text{casual hourly rate of pay} \end{array} \quad \times \quad \begin{array}{l} 19 \text{ eight-hour days} \\ (1 \text{ month}) \end{array}$$

or \$2090.00 whichever is the greater.

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) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (a) The parties agree that the wage increases and other improvements in conditions of employment provided for in this award are in settlement of all existing claims made by the union for the life of this award. Notwithstanding, the parties to the award agree to commence negotiations not less than six months prior to the expiration of this award on the terms of future award matters.
- (b) The parties agree that the wage increases and other improvements in conditions of employment provided for in this award are in lieu or any improvements in wages or conditions of employment provided for 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 life of this award and no claim can be made for such increases during or after the life of the this award.

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 19A.1 (Maternity Leave) and 19A.2 (Adoption Leave) of clause 19A 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, as varied from time to time or replaced.
- 34.2 Notwithstanding the provisions of Clause 33, No extra Claims, leave is reserved by the parties to apply for the variation of subclauses 19B.1 (Maternity Leave) and 19B.2 (Adoption Leave) of clause 19B 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, as varied from time to time or replaced.

35. Area, Incidence and Duration

- (i) This award rescinds replaces the Maintenance and Outdoor Staff (Catholic Schools) (State) Award, published 30 April 2004 (344 I.G. 235) and all variations thereof.
- (ii) This award shall apply to all employees as defined in clause 6, Wages, employed in Catholic Schools which are situated in New South Wales, with the exception of Loreto College Kirribilli, but shall not apply to:
 - (a) employees employed in a clerical or administrative capacity or as school assistants or as canteen staff pursuant to the School Support Staff (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2005, the School Support Staff (Country and Regional Dioceses) (State) Award 2005, or the School Support Staff (Catholic Independent Schools) (State) Award 2005.
 - (b) persons employed as teachers;
 - (c) persons employed as a cleaner, catering employee, or in a boarding school as a housekeeper, security employee, laundry employee or domestic employee;
 - (d) employees of any cleaning, catering, security, gardening building or domestic services contractor
- (iii) It shall take effect from the first full pay period on or after 1 July 2005 and shall remain in force until 30 June 2008.

SCHEDULE A**LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AWARD AND BOUND BY
CLAUSE 19 and 21**

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	

Note: This award applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19A apply. In relation to Long Service Leave the Provisions of Clause 20 apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17 (i) (b) apply.

SCHEDULE B**LIST OF CATHOLIC INDEPENDENT SCHOOLS COVERED BY THIS AWARD AND BOUND BY
CLAUSE 20 and 21 A**

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	

Note: This award applies generally to the above listed schools. In relation to Parental Leave the provisions of Clause 19B apply. In relation to Long Service Leave the Provisions of Clause 21 apply. In relation to Sick Leave provided for under Clause 17, the specific provisions of paragraph 17 (i) (b) apply.

PART B

Adult Basic Wage: \$121.40 per week

MONETARY RATES**Table 1 - Wage Rates**

Step	First Full pay period on or after 1 July 2005 \$	First Full pay period on or after 1 July 2006 \$	First Full pay period on or after 1 July 2007 \$
1	33,214	34,543	35,925

2		33,496	34,836	36,229
3		34,130	35,495	36,915
4	Trade Qualified Entry Point	34,912	36,308	37,760
5		35,547	36,969	38,448

Leading Hand Allowance

No. of employees Supervised	First Full pay period on or after 1 July 2005 \$	First Full pay period on or after 1 July 2006 \$	First Full pay period on or after 1 July 2007 \$
1-3	1148.36	1194.29	1242.06
4-8	1428.11	1485.23	1544.64
9+	1917.64	1994.34	2074.12

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	First Full pay period on or after 1 July 2005 \$	First Full pay period on or after 1 July 2006 \$	First Full pay period on or after 1 July 2007 \$
1	24	Overtime/Meal Allowance	10.33	10.33	10.33
2	25	First Aid Allowance	11.76 per week 2.35 per day	12.23 per week 2.44 per day	12.72 per week 2.54 per day
3	26(iii)	Own Car Allowance - For a vehicle under 1500cc For a vehicle over 1500cc	88.07 per week 108.89 per week	88.07 per week 108.89 per week	88.07 per week 108.89 per week
4	26(iv)	Own Car Allowance - For use on a casual or incidental basis	0.58 per km	0.58 per km	0.58 per km
5	27(ii)(a)	Laundry Allowance	6.14 per week	6.14 per week	6.14 per week

Note:

- Items 1, 3, 4 and 5 to be adjusted for CPI increases. These rates have been adjusted to the June Quarter 2005

PART C**REDUNDANCY**

- This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by this Award.
 - This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - 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 employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
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 clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by 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

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 of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Industrial Relations Commission of New South Wales 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 of New South Wales, 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.

ANNEXURE A

SICK LEAVE PORTABILITY

(Catholic Diocesan Schools)

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a member of the grounds and Maintenance staff
(name of employee)

and ceased work on _____
(Date)

At that time untaken sick leave with our Diocese over the proceeding _____ years of continuous service is as follows:

(date)

(Set Out Record)

e.g. Last year of employment	_____	Sick Days
Year 2 accumulation	_____	Sick Days
Year 3 accumulation	_____	Sick Days
Year 4 accumulation	_____	Sick Days
Year 5 accumulation	_____	Sick Days
Year 6 accumulation	_____	Sick Days
(etc up to 15 years if necessary)	_____	

Employer

Date

Part to be completed by employee

Name of Employee: _____

Name of former Catholic Employer: _____

I, _____ was formerly employed by _____
(name of employee) (name of former Catholic employer)

from _____ to _____
(date) (date)

I commenced with the former Catholic employer on _____
(Date)

Signature

Date

I. TABBAA, Commissioner.

Printed by the authority of the Industrial Registrar.

EASTERN DISTRIBUTOR CONSENT (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers.

(No. IRC 6338 of 2005)

The Honourable Justice Marks

14 December 2005

AWARD**Contents**

Clause No. Subject Matter

INTRODUCTION

1. Title
2. Date of Operation
3. Joint Statement
4. Interaction between Part A of this Award and Part B of this Award
5. No Duress
6. No Extra Claims

PART A

ORDINARY WORKING ARRANGEMENTS

1. Title
2. Commencement
3. Introduction
4. Commitment
5. Contract of Employment
6. Duties
7. Hours of Work and Entitlements
8. Overtime
9. Rest Pauses
10. Paid Meal Break
11. Wage Increases
12. Electronic Funds Transfer
13. Restrictive Work Practices
14. Technological Change
15. Superannuation
16. Annual Leave
17. Sick Leave
18. Long Service Leave
19. Jury Service
20. Personal/Carer's Leave
21. Parental Leave
22. Bereavement Leave
23. Occupational Health and Safety
24. Clothing
25. Medical Examinations
26. Training

27. Alcohol and Other Drugs
28. Probationary Period
29. Union Procedure
30. Dispute Settlement Procedures
31. Anti-Discrimination

PART B

FLEXIBLE (12 HOUR) SHIFT ARRANGEMENTS

1. Title
2. Commencement
3. Introduction
4. Commitment
5. Contract of Employment
6. Duties
7. Hours of Work and Entitlements
8. Overtime
9. Rest Pauses
10. Paid Meal Break
11. Wage Increases
12. Electronic Funds Transfer
13. Restrictive Work Practices
14. Technological Change
15. Superannuation
16. Annual Leave
17. Sick Leave
18. Long Service Leave
19. Jury Service
20. Personal/Carer's Leave
21. Parental Leave
22. Bereavement Leave
23. Occupational Health and Safety
24. Clothing
25. Medical Examinations
26. Training
27. Alcohol and Other Drugs
28. Probationary Period
29. Union Procedure
30. Dispute Settlement Procedures
31. Anti-Discrimination

APPENDIX A

ORDINARY RATES OF PAY

INTRODUCTION

1. Title

The short title of this Consent Award shall be the Eastern Distributor Consent Award 2005 (Award).

2. Date of Operation

- 2.1 This Award shall commence on 1 October 2005. Its nominal term will be three years.
- 2.2 This Award rescinds and replaces the Eastern Distributor Consent Award 2002, published 21 November 2003 (342 I.G. 66), as varied.

3. Joint Statement

- 3.1 This Award is between Leighton Services Australia Pty Limited ('Employer'), and The Australian Workers' Union, New South Wales Branch (the 'Union'), acting on behalf of the Employees employed under this Award, who are eligible to be members of the Union and who are engaged to work on the Eastern Distributor.
- 3.2 This Award shall apply to the employment by the Employer of Employees classified as Toll Collector and Motorway Patroller required for the operations and maintenance work associated with the Eastern Distributor.

4. Interaction Between Part a of this Award and Part B of this Award

- 4.1 Part A and Part B of this Award are independent of each other. Each Part, when read together with this Introduction and Appendix A, sets out exclusively the terms and conditions of Employees to whom that Part applies. Only one of either Part A or Part B of this Award will apply, at any particular time, to an Employee employed under this Award.

Despite this, certain clauses of Part A of this Award are incorporated by reference, with some modifications, into Part B. However, unless expressly incorporated by reference, no clause of Part A will apply to an Employee to whom Part B applies, and vice versa.

- 4.2 Part A of this Award applies to:

all Employees engaged to work as Toll Collectors;

those Employees engaged to work as Motorway Patrollers as Day Work Employees (as defined in Part A);

and those Employees engaged to work as Motorway Patrollers as Casual Employees (as defined in Part A).

Part B of this Award applies to Full-time and Part-time Employees engaged to work as Motorway Patrollers on Shift Work. The Employer reserves the right to engage permanent Employees of these classifications to work Day Work (as that term is defined by Part A) under the terms of Part A.

- 4.3 If the Employer no longer requires an Employee of one of these classifications to work Day Work (as that term is defined by Part A of this Award) under Part A, the Employee may be directed by the Employer to commence Shift Work (as that term is defined by Part B) and, therefore, from the date that the Employee commences Shift Work, Part B will apply to the employee.

Further, if the Employer and an Employee to whom Part B of this Award applies agree, the Employee may cease Shift Work (as that term is defined by Part B) and work Day Work (as defined by Part A), in which case Part A shall apply to the Employee. If there is no agreement, the Employee shall continue to be engaged according to the terms of Part B.

5. No Duress

The Parties declare that this Award was not entered into under any duress.

6. No Extra Claims

Neither the Union, nor any Employee employed under this Award, shall make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the life of the Award.

PART A

ORDINARY WORKING ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part A.

2. Commencement

Part A shall apply to Employees engaged under its terms from the date that the Award commences.

3. Introduction

3.1 Definitions

'Afternoon Shift' means a Shift which starts between 1.00pm and 9.00pm.

'Award' means the Eastern Distributor Consent Award 2005.

'Casual Employee' means an Employee who is employed and paid by the hour with a minimum guarantee of three hours' work each Shift and whose employment terminates at the end of each Shift.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full-time or Part-time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Day Shift' means a Shift that starts between 5.00am and 1.00pm.

'Day Work' means work undertaken between the hours of 6.00am and 6.00pm Monday to Friday that is not part of a Shift Roster.

'Day Work Employee' means an Employee who works Day Work.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Employee' means a person engaged by the Employer under the terms of this Part A for the job classifications covered by this Part A and includes Full-time, Part-time and Casual Employees.

'Employer' means Leighton Services Australia Pty Limited.

'Full-time Employee' means an Employee employed to work an average of 38 hours per week.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time:

New Year's Day
Australia Day

Anzac Day
Queen's Birthday

Good Friday
Easter Saturday
Easter Monday

Labour Day
Christmas Day
Boxing Day

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Motorway Patroller' means an Employee whose duties are defined in clause 6.2 of clause 6, Duties, of this Part A.

'Night Shift' means a Shift which starts between 9.00pm and 5.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Weekly Hours' means for:

- (a) Day Work Employees who are:
- (i) Full-time - 38 hours per week to be worked 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; or
 - (ii) Part-time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; and
- (b) Shift Work or Continuous Shift Work Employees who are:
- (i) Full-time - 38 hours per week when averaged over the Shift Roster Cycle to be worked 7.6 hours per Shift (not including any Paid Meal Break); or
 - (ii) Part-time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per Shift (not including any Paid Meal Break).

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in Appendix A.

'Overtime' means hours worked by an Employee in excess of 7.6 Ordinary Hours per day (for Day Work), or 7.6 Ordinary Hours per Shift (for Shift Work and Continuous Shift Work), as the case may be.

'Paid Meal Break' means a break taken in accordance with subclauses 10.1 and 10.2 of clause 10, Paid Meal Break, of this Part A, that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with subclauses 10.3 and 10.4 of the said clause 10.

'Parties' means the Employer, the Union and the Employees.

'Part-time Employee' means an Employee employed on a part-time basis as defined in clause 7, Hours of Work and Entitlements, of this Part A.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Roster' means a schedule determining the hours of work of Full-time, Part-time or Casual Employee, whether Day Work Employees, Shift Work Employees or Continuous Shift Work Employees.

'Shift' means the work hours of a Full-time, Part-time or Casual Employee in any one day.

'Shift Roster' means a schedule determining the hours of work of Shift Work Employees or a schedule determining the hours of work of Continuous Shift Work Employees, as the case requires.

'Shift Roster Cycle' means the period over which a Shift Work Employee or a Continuous Shift Work Employee completes one full cycle of Shift Work or Continuous Shift Work, respectively.

'Shift Work' means work regulated by a Shift Roster that is not Continuous Shift Work.

'Shift Work Employee' means a Full-time, Part-time or Casual Employee engaged to work or working Shift Work.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Toll Collector' means an Employee whose duties are defined in subclause 6.1 of clause 6, Duties, of this Part A.

'Union' means The Australian Workers' Union, New South Wales

3.2 Location

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

The Parties have agreed to work together to develop a committed and skilled work force that is focused on high productivity and safe working conditions.

In particular the Parties have agreed to the following specific objectives:

- (a) to provide a safe and healthy work place, adhere to and regard as a minimum standard State or National Occupational Health and Safety Standards and Codes of Practice;
- (b) to empower individuals to make and be accountable for decisions;
- (c) to promote a strong emphasis on teamwork;
- (d) to encourage innovative action by Employees;
- (e) to focus on the long term satisfaction of the Client and improvement of the quality of service to the public;
- (f) to provide and maintain effective communication and genuine consultation between the Parties;
- (g) to provide appropriate training to Employees;
- (h) to ensure that the Eastern Distributor remains open and tolls are collected 24 hours per day, each day of the year.

4. Commitment

The Parties are committed to ensuring that:

- (a) this Part A leads to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards;
- (b) all requirements of this Part A and the Award are observed;
- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Part A will be claimed or paid during the life of this Part A;
- (d) stoppages of work or other forms of industrial action will not occur at any time.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time, part-time or casual basis under one of the following classifications:

Toll Collector

Motorway Patroller

Full-time and Part-time Employees employed in the classification of Motorway Patroller will not work Shift Work or Continuous Shift Work under the terms of this Part A. Part B of this Award contains the terms which apply to Full-time and Part-time Employees of this classification who do not work Day Work.

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the Workplace Relations Act 1996.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 It is a fundamental requirement of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts.
- 5.3 Continuous Shift Work Employees and Shift Work Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor 24 hours per day, seven days per week, 52 weeks per year.
- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.
- 5.5 Employees engaged as Toll Collectors will handle large sums of cash. Toll Collectors will be subject to regular security and audit procedures during their employment. Video surveillance equipment will monitor Toll Collectors on each Shift. In the event of any misappropriation of funds the Employee responsible will be dismissed. Motorway Patrollers will also be subject to video surveillance from time to time.
- 5.6 Redundancy

This subclause shall not apply to Casual Employees.

In the event of an Employee's position becoming redundant, the Employer will apply the *Employment Protection Act 1982* (NSW) as amended from time to time.

The *Employment Protection Act 1982* provides for the following scale of severance payments in respect of a continuous period of service:

- (a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service of Age Entitlement	Under 45 Years
Less than 1 year	Nil
1 year and less than 2 years	4 Weeks' Pay
2 years and less than 3 years	7 Weeks' Pay
3 years and less than 4 years	10 Weeks' Pay
4 years and less than 5 years	12 Weeks' Pay
5 years and less than 6 years	14 Weeks' Pay
6 years and over	16 Weeks' Pay

- (b) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service of Age Entitlement	45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	5 Weeks' Pay
2 years and less than 3 years	8.75 Weeks' Pay
3 years and less than 4 years	12.5 Weeks' Pay
4 years and less than 5 years	15 Weeks' Pay
5 years and less than 6 years	17.5 Weeks' Pay
6 years and over	20 Weeks' Pay

In this clause, "Weeks' Pay" means:

- (i) for a Full-time Employee, the applicable Ordinary Weekly Rate of Pay for the Employee's classification as set out in Appendix A at the date of termination; and
- (ii) for a Part-time Employee, the amount equal to the Part-time Employee's Ordinary Weekly Hours multiplied by the applicable Ordinary Hourly Rate of Pay for the Employee's classification as set out in Appendix A at the date of termination.

6. Duties

6.1 Toll Collector

The duties of a Toll Collector include, but are not limited to:

operation of manual booths, cleaning and attending automatic toll collection systems;

collection and accounting for toll payments;

advising and directing drivers and other persons in matters relating to traffic and toll collection;

identification and reporting of toll payment defaults and incidents;

identification and reporting toll collection system malfunctions;

rectifying toll collection system malfunctions for which the collector has sufficient skills and training. Examples are clearing coin jams in automatic coin machines, clearing printer jams, wiping light curtains, etc;

acting as Supervisor when required; and

other duties within the employees skills and training as directed.

Toll Collectors will be supervised on each Shift by the Supervisor. From time to time a Toll Collector may be required to act in the capacity of Supervisor. A Supervisor may act as a Toll Collector as and when required.

6.2 Motorway Patroller

(a) A Motorway Patroller has obligations to carry out duties as directed. Any direction by the Employer must be consistent with a safe and healthy workplace.

(b) The Employer may direct a Motorway Patroller to carry out such duties and use such tools and equipment as may be required and are within the limits of the Motorway Patroller's skills, competence and training, consistent with the enterprise's requirements and this Award.

(c) The duties of a Motorway Patroller include, but are not limited to:

the operation and maintenance of plant and equipment, including, but not limited to, tunnel wall washing equipment, elevating work platform, road sweeper;

removal of obstructions to traffic from the Motorway;

inspection, reporting, maintenance and cleaning activities;

attendance at emergencies and incidents as directed;

advising and directing drivers and other persons in matters relating to traffic movements; and

other duties as directed.

(a) It is a condition of employment that a Motorway Patroller must possess certain accreditation, etc. The accreditation, etc., required of a Motorway Patroller shall be such as is required by law, along with any other accreditation, etc., as determined by the employer. A failure to obtain or retain the required accreditation, etc., will jeopardise continued employment and/or the payment of the allowance set out below.

(b) After the successful completion of the probationary period as set out in clause 28 of Part A of this award, each Motorway Patroller shall be entitled to an Accreditation/Duties Allowance of \$0.25 per hour worked, in recognition of the accreditation, etc., required of a Motorway Patroller and the scope of duties as set out in this clause. This allowance shall only be paid for hours worked, does not attract any premium or penalty and will not be increased during the life of this award

(c) Where the employer determines that certain accreditation, etc., is required of a Motorway Patroller, the employer shall provide the necessary training in order for the Motorway Patroller to obtain or retain such accreditation, etc.

(d) Any Motorway Patroller who fails to undergo the employer provided training, as set out in (f) above, shall cease to be entitled to the Accreditation/Duties Allowance.

(e) Nothing in this clause shall remove the right of the employer to terminate the employment of a Motorway Patroller who fails to obtain or retain the accreditation, etc., required as a condition of employment.

7. Hours of Work and Entitlements

Most Employees will normally be engaged on Shift Work or Continuous Shift Work, but may be required to work Day Work from time to time. The Motorway Manager shall determine the starting and finishing times for all Employees.

For the purposes of determining the application of Shift Allowances and Allowances for work on Saturday, Sunday and Holidays, the following shall apply:

- (i) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (ii) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (iii) A Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

A Roster may vary from time to time but any changes to the Roster will be notified to the relevant Employees at least seven days in advance.

Employees shall be available for work for all Shifts, which they are rostered to work and shall perform all necessary duties in each Shift.

When a Continuous Shift Work Employee or Shift Work Employee (not including Casual Employees) is not rostered to work on a Holiday, the Employee shall receive, in the Employer's discretion, either an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay) or the equivalent amount of time off work (paid at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-time Employee, the Employee will receive the equivalent pro rata benefit (calculated according to the formula in subclause B of this clause).

Shift changes for Toll Collectors shall take place in the toll booth. Shift changes for Motorway Patrollers shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) After the expiration of their Shift finishing time; and
- (b) After leaving the Employer's premises,

recalled to work without prior notice, the Employee shall be paid at the appropriate rate set out in either subclause 8.1 (Day Work Employees) or subclause 8.2 (Shift Work Employees and Continuous Shift Work Employees) of clause 8, Overtime, of this Part A.

An Employee recalled to work in this way shall be paid at that rate for a minimum of three hours' work.

Allowances

- (i) An Employee who has a current senior first aid certificate shall be entitled to an Allowance of the amount as set out in the following table per hour worked, and this Allowance shall not attract any penalty or premium.

Senior 1st Aid Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.29	0.30	0.31	0.32	0.33	0.34	0.35

- (ii) An appointed Leading Hand shall be paid an Allowance of the amount as set out in the following table per hour for hours worked as a Leading Hand. This Allowance shall not attract any penalty or premium.

Leading Hand Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.68	0.69	0.70	0.71	0.72	0.73	0.74

- (iii) A Toll Collector who is rostered to act in the capacity of a Supervisor shall be paid an Allowance of an additional amount as set out in the following table per hour to the wage rates for a Toll Collector defined in this Part A for hours worked as a Supervisor. The Supervisor Allowance shall only be paid for hours worked as a Supervisor and will not attract any penalty or premium.

Supervisor Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
3.99	4.07	4.15	4.23	4.31	4.40	4.49

A. Full-time Employees

Each Full-time Employee shall work Ordinary Weekly Hours.

(i) Day Work

The Ordinary Hours of a Full-time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Full-time Employee on Day Work shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Full-time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Full-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours worked between Monday and Friday:

Day Shift	Nil
Afternoon Shift	17.5% of the Ordinary Time Rate of Pay
Night Shift	20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Full-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Full-time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 2.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Full-time Employee on Shift Work and Continuous Shift Work shall be paid at the rate set out in subclause 8.2 of clause 8, Overtime, of this Part A.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 10.00pm on Friday Night to 9.06am Saturday morning shall only be entitled to:

The Night Shift Allowance, but only for those hours worked up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime Rate (time and a half) in respect of the first two hours of Overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime Rate (double time) in respect of Overtime hours in excess of two hours' Overtime, that is, from 8.06am up until 9.06am.

Example 2

An Employee who works a Shift from 10.00pm on Saturday Night to 8.06am Sunday morning shall only be entitled to:

The Saturday Shift Allowance, but only for those hours worked up to midnight;

The Sunday Shift Allowance for the remainder of the hours worked, even though the Employee is working two hours of Overtime. This is because the Overtime rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime Rate of time and a half, and an Employee is entitled to the higher rate.

B. Part-time Employees

A Part-time Employee is an Employee, other than a Full-time Employee or a Casual Employee, engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

The Ordinary Hours of a Part-time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 7.6 hours.

A Part-time Employee may work Day Work, Shift Work or Continuous Shift Work.

A Roster for a Part-time Employee shall set out the days and the starting and ceasing times the Part-time Employee works each week or as otherwise arranged by mutual agreement.

A Part-time Employee shall be entitled to Sick Leave, Jury Service, Bereavement leave and Parental Leave on a pro rata basis calculated as follows:

$$\text{Part-time Employee's Entitlements} = \frac{\text{Part-time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full-time Employee's Entitlements}$$

(i) Day Work

The Ordinary Hours of a Part-time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Part-time Employee on Day Work, being work in excess of 7.6 hours in a day, shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Part-time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part-time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift	Nil
Afternoon Shift	17.5% of the Ordinary Time Rate of Pay
Night Shift	20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part-time Employee on Shift Work or Continuous Shift Work shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Part-time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift).

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:
The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part-time Employee on Shift Work and Continuous Shift Work, being work in excess of 7.6 hours per Shift, shall be paid at the rate set out in clause 8.2 of clause 8, Overtime, of this Part A.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

C. Casual Employees

Subject to paragraph (d) below, all hours worked by a Casual Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

A Casual Employee must be available for work on call at the discretion of the Motorway Manager.

A Casual Employee shall be provided with a minimum of three hours' work on each Shift.

Loading, Allowances and Penalties

- (a) A Casual Employee shall be paid a casual loading of 20% of the Ordinary Time Rate of Pay for all hours worked, which is in lieu of Sick Leave, Bereavement Leave, etc.
- (b) Subject to paragraph (e) below, a Casual Employee shall be paid the following Shift Allowances for Shifts worked between Monday to Friday:

Where a Shift commences between 1.00pm and 9.00pm, and does not finish before 6.00pm - 17.5% of the Ordinary Time Rate of Pay; and

Where a Shift commences between 9.00pm and 5.00am - 20% of the Ordinary Time Rate of Pay.

- (c) Subject to paragraph (e) below, a Casual Employee shall be paid the following Shift Allowances for all hours worked on a Saturday, Sunday or Holiday:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay;
Holiday	150% of the Ordinary Time Rate of Pay

- (d) Subject to paragraph (e) below, hours worked by a Casual Employee in excess of 7.6 hours in a Shift (not including any Paid Meal Break) shall be considered Overtime and shall be paid at the rate (calculated on the applicable Ordinary Time Rate of Pay for the Employee's classification) prescribed in subclause 8.2 of clause 8, Overtime.
- (e) In calculating wages for a Casual Employee:

The Loading, Allowances and Penalties in (a) - (d) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay;

The allowances and penalties in (b), (c) and (d) above shall not be included for the purposes of the calculation of the loading in (a) above;

The shift allowances under (b) and (c) are not cumulative.

A Casual Employee is not entitled to both a Shift allowance under (b) or (c) above and the Overtime Penalty in (d) above. The Casual Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example

A Casual Employee who works a Shift from 10.00pm Sunday to 8.06am Monday (and takes a Paid Meal Break in the middle of the Shift) will be entitled to the following:

The Ordinary Time Rate of Pay multiplied by 9.6 (the number of hours worked by the Casual Employee); plus

20% of the Ordinary Time Rate of Pay multiplied by 9.6 (the Casual Loading for the number of hours worked by the Casual Employee); plus

A Shift Allowance of 100% of the Ordinary Time Rate of Pay for those hours worked up to midnight on Sunday night (the Sunday Allowance); plus

A Shift Allowance of 20% of the Ordinary Time Rate of Pay for those hours worked (which do not include the Paid Meal Break) between midnight and 6.06am Monday morning (the Night Shift Allowance); plus

A Penalty of 50% of the Ordinary Time Rate of Pay for those Overtime hours worked between 6.06am and 8.06am (the applicable Overtime Penalty); plus

The Ordinary Time Rate of Pay multiplied by time and a half (the payment for the Paid Meal Break).

8. Overtime

- 8.1 Full-time and Part-time Employees on Day Work required to work Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay.
- 8.2 Full-time and Part-time Employees on Shift Work or Continuous Shift Work required to work Overtime shall be paid:
- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
 - (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable Shift Allowance.
- whichever is the greater.
- 8.3 Where Overtime is necessary, it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her normal work on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.

- 8.4 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty, without loss of pay.
- 8.5 Subclauses 8.1, 8.2 and 8.4 of this clause shall not apply when the time worked is by an arrangement between the Employees themselves or when the rotation of Shifts (e.g. Afternoon Shift to Night Shift) has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.
- 8.6 Employees may be required to work a reasonable amount of Overtime under the terms of this Part A.
- 8.7 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours' notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes' duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with subclause 9.1 of this clause. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with the said subclause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work more than five continuous hours shall be entitled to a Paid Meal Break of 30 minutes, to be taken approximately mid-way through their work period on either day or shift hours of work. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Easter Distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with subclause 10.1 of this clause, but only for the length of time equal to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.
- 10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.
- 10.4 Despite subclause 10.3 of this clause, the Paid Meal Break shall not:
- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
 - (b) be included for the purposes of calculating Overtime; and
 - (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in the said subclause 10.3.

11. Wage Increases

This Award contains provision for wage increases of 2% each 6 months as follows:

1. a 2% increase operative from the first full pay period to commence on or after 1/10/05;
2. a 2% increase operative from the first full pay period to commence on or after 1/4/06;
3. a 2% increase operative from the first full pay period to commence on or after 1/10/06;
4. a 2% increase operative from the first full pay period to commence on or after 1/4/07;
5. a 2% increase operative from the first full pay period to commence on or after 1/10/07; and
6. a 2% increase operative from the first full pay period to commence on or after 1/4/08;

as set out in Appendix A.

12. Electronic Funds Transfer

All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Award.

13. Restrictive Work Practices

It shall be a key function of all Employees in conjunction with the Motorway Manager to:

- (a) formulate an action plan aimed at the elimination of any restrictive work practice; and
- (b) carry out the action so planned.

14. Technological Change

The Parties accept that during the life of this Part A it may be necessary for the Employer to implement technological change. If this situation arises, Employees will be kept informed of proposed changes.

15. Superannuation

The Employer shall pay the Trustee of the FuturePlus Super Fund, on behalf of each Employee, a contribution of an amount as prescribed by the Superannuation Guarantee (Administration) Act 1992, from time to time. Contributions shall be payable from the date of the commencement of employment of the Employee with the Employer. Contributions shall be paid into the FuturePlus Super Fund on a monthly basis.

16. Annual Leave

16.1 Full-time and Part-time Employees

- (a) Except as provided by this clause 16, the *Annual Holidays Act* 1944 (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Where a Shift Work Employee or a Continuous Shift Work Employee takes a period of Annual Leave, any Saturdays and Sundays falling within that period shall be treated as normal working days for the purposes of calculating the Employee's entitlement to Annual Leave.
- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of annual leave.

- (d) In addition to their entitlement to a period of leave under the Act, a Full-time or Part-time Employee who is a seven-day Shift Worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed one week's leave, payable in accordance with this clause. However, if a Full-time or Part-time Employee has only served a portion of the year of employment as a seven-day Shift Worker, this additional leave shall be one day for every 36 Shifts worked as a seven-day Shift Worker.
- (e) Except as provided by paragraph (f) below, a Full-time or Part-time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause:
- (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and
 - (ii) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with clause 7, Hours of Work and Entitlements, which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken.
- (f) Despite paragraph (e) above, if an Employee has at least 12 months' continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
- (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and
 - (ii) the greater of:
 - (A) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with the said clause 7 which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken; or
 - (B) an Annual Leave Loading of 17.5% of the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave.
- (g) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with section (B) of subparagraph (ii) of paragraph (f) of this subclause. This loading shall not be payable to an Employee upon termination except in accordance with this section.
- (h) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (i) For the purposes of this subclause, 'Ordinary Weekly Pay' means:
- (i) for a Full-time Employee - the applicable Ordinary Weekly Rate of Pay as set out in Appendix A for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
 - (A) Supervisor, First Aid, Leading Hand and Accreditation Allowances; and
 - (B) Paid Meal Breaks; and

- (ii) for a Part-time Employee - the applicable Ordinary Hourly Rate of Pay as set out in Appendix A for the Employee's classification at the time of taking the period of Annual Leave multiplied by the Employee's Ordinary Weekly Hours plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
 - (A) Supervisor, First Aid and Leading Hand and Accreditation Allowances; and
 - (B) Paid Meal Breaks.

16.2 Casual Employees

- (a) Casual Employees engaged under this Part A shall only be entitled to Annual Leave as set out in (b) below.
- (b) A Casual Employee is entitled to a payment in respect of Annual Leave each week, calculated as follows:

$$\text{Annual Leave Payment} = \frac{\text{The Employee's Ordinary Weekly Pay}}{12}$$

- (c) For the purposes of this subclause, 'Ordinary Weekly Pay' means (applicable Ordinary Time Rate of Pay plus 20%) multiplied by the number of hours worked by the Casual Employee in the week plus, where applicable, any payment paid during the week to the Casual Employee in respect of:
 - (A) Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances, nor Overtime Allowances or Penalties paid in excess of the Ordinary Time Rate of Pay under paragraph (d) of subclause C of clause 7, Hours of Work and Entitlements;
 - (B) First Aid, Supervisor and Leading Hand and Accreditation Allowances; and
 - (C) Paid Meal Breaks.

17. Sick Leave

A Casual Employee is not entitled to paid Sick Leave under this Part A.

An Employee other than a Casual Employee shall, after three months' continuous service, be entitled to paid leave for genuine illness or injury, subject to the following conditions and limitations:

- (a) the Employee shall, where practicable, prior to but definitely within 24 hours of the commencement of such absence, inform the Employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence;
- (b) the Employee shall prove to the satisfaction of the Employer, by the production of a medical certificate or other evidence satisfactory to the Employer, that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which Sick Leave is claimed;
- (c) Full-time Employees shall be entitled to Sick Leave of up to 76 Ordinary Hours for each year of employment, which shall accumulate, from year to year, to a maximum of 760 hours. No payments will be made in lieu of untaken Sick Leave.
- (d) Sick Leave shall be paid at the Ordinary Time Rate of Pay as set out for each classification in Appendix A.
- (e) The Employer reserves the right to refer any Employee for an independent medical opinion at the Employer's expense.

- (f) Part-time Employees shall be entitled to sick leave on a pro-rata basis as described in clause 7, Hours of Work and Entitlements, of this Part A.

18. Long Service Leave

The *Long Service Leave Act 1955*, or any Act which replaces this Act, each as amended, shall apply.

19. Jury Service

Casual Employees are not entitled to any Jury Service under this Part A.

Employees required to attend for Jury Service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the Ordinary Time Rate of Pay in respect of those hours the Employee would have worked had the Employee not been on Jury Service. An Employee shall notify the Employer as soon as possible of the date upon which attendance for Jury Service is required. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

20. Personal/Carer's Leave

20.1 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) of this subclause, who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued Sick Leave entitlement, provided for at clause 17, Sick Leave, of this Part A, 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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (D) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (E) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;

- (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- (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.

20.2 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 person as set out in subparagraph (ii) of paragraph (c) of subclause 20.1 of this clause who is ill.

20.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take Annual Leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (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 Part A.
- (c) An Employee and the 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.

20.4 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 this Part A.

20.5 Make-up Time

- (a) A Day Work 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 this Part A, at the Ordinary Time Rate of Pay.
- (b) A Shift Work Employee or Continuous Shift Work 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), at the Shift Work Rate which would have been applicable to the hours taken off.

21. Parental Leave

The *Industrial Relations Act* (NSW) 1996, Chapter 2, Part 4, Divisions 1 and 2 shall apply.

22. Bereavement Leave

- 22.1 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 prescribed in subclause 22.3 of this clause.
- 22.2 The Employee 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.
- 22.3 Bereavement Leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subparagraph (ii) of paragraph (c) of subclause 20.1 of clause 20, Personal/Carer's Leave, of this Part A provided that, for the purpose of Bereavement Leave, the Employee need not have been responsible for the care of the person concerned.
- 22.4 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.
- 22.5 Bereavement Leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4 and 20.5 of the said clause 20. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operation requirements of the business.
- 22.6 Further, an Employee other than a Casual Employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the Employee's spouse (which includes de-facto spouse), or parent (which includes a stepparent or foster parent), and where the Employee travels outside of Australia to attend the funeral.

23. Occupational Health and Safety

It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and co-operation.

The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc., will be provided to all Employees.

The Employer shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by the Employer from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and the Employer shall not refuse any reasonable request. Protective clothing and safety equipment shall remain the property of the Employer.

Adequate first aid facilities shall be maintained by the Employer in accordance with the *Occupational Health and Safety Act 2000* and its regulations, as amended.

24. Clothing

Upon appointment the Employer shall issue each Employee with an initial issue of uniform items.

Such items shall be replaced or exchanged on a one-for-one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months.

Such uniforms shall remain the property of the Employer and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue, all replaced items of uniform shall be returned to the Employer.

Where an Employee for no good reason fails to return items of issued clothing, the Employer may deduct an amount of \$50 from the Employee's termination pay, excluding Annual Leave or Long Service Leave payments.

Each Employee is responsible for laundering and maintaining uniforms in a presentable condition. A Laundering Allowance is included in the rates of pay for all classifications.

25. Medical Examinations

In addition to the pre-employment examination, the Employer will arrange for general medical examinations of Employees covered by this Part A every 12 months and, in addition, lead level and audiogram testing will be conducted every 12 months. There will be no payment in excess of ordinary wages to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by the Employer;

The Employer will maintain records of the medical checks;

The medical records shall be made available to the Employee concerned;

A copy of the medical record is to be forwarded to the Employee's treating doctor on request; and

In all other circumstances information contained in the medical records is to remain confidential.

26. Training

The Employer will provide training and education to improve workforce skills and understanding of work-related programmes. This training and education will be carried out wherever practical during normal working hours.

27. Alcohol and Other Drugs

It is agreed that no Employee will be allowed to enter the workplace if the Employee is under the influence of alcohol or any other substance which impairs the Employee's work or is likely to create an unsafe working environment.

The Motorway Manager or his nominee may if he has a reasonable suspicion that an Employee is under the influence of alcohol or any other substance, direct the Employee to leave the workplace.

The Employee so directed will not be paid for the remainder of the day or Shift. The Employee if rostered should report for work the following day.

28. Probationary Period

All Employees will be employed on the basis of an initial three-month probationary period. During this period, the Employee's suitability for continued employment will be assessed. Prior to the completion of the probationary period, the employer may offer employment to the Employee in accordance with this Award.

Should any Employee not be suitable after Management has explained its concerns and given the Employee an opportunity to improve, the Employee may be dismissed with one week's notice.

29. Union Procedure

29.1 Entry

The Parties acknowledge Chapter 5, Part 7 of the NSW *Industrial Relations Act* 1996. Union Officials will be granted access to the work areas upon reasonable notice being afforded to the Motorway Manager. It would be preferable for the officials to state the purpose of their visit when giving notice.

29.2 Delegates

The Employer recognises the right of its Employees to be represented in their dealings with their Employer if they so choose. The site delegate shall be allowed reasonable time during working hours to

discuss with the Employer or its representative any matter affecting an Employee whom the Union represents. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work, permission must first be obtained from the Supervisor.

30. Dispute Settlement Procedures

The Parties agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Employer and its Employees. Subject to the provision of the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:

If an Employee has a grievance arising out of his or her employment with the Employer, the Employee shall notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.

If the matter cannot be resolved between the Employee or the Employee's representative and the Supervisor, it shall be referred to the Motorway Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate or any other person.

If the matter is still not resolved, the Employee may request the Motorway Manager to refer the grievance to senior management of Leighton Services Australia Pty Ltd.

All parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of the Parties.

If the grievance is not resolved by the above process, the Parties may refer the grievance to the Industrial Relations Commission of New South Wales:

- (a) as a question, dispute or difficulty in respect of the Award (including this Part A); or
- (b) for a binding declaration of right under section 154 of the Act.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

31. Anti-Discrimination

31.1 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 ground of race, sex, marital status, disability, homosexuality, transgender identity, age, and carer's responsibility.

31.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Part A, 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.

31.3 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.

31.4 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.

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

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

PART B

FLEXIBLE (12 HOUR) SHIFT ARRANGEMENTS

1. Title

The short title of this part of the Award shall be Part B.

2. Commencement

- 2.1 Part B shall apply to Employees engaged under its terms from the date that the Award commences.
- 2.2 The Parties acknowledge that the Employer is under no obligation to continue to employ Employees under the terms of this Part B beyond the expiry of the Award.
- 2.3 The terms of this Part B and the work practices outlined in this Part B will not be used by the Parties as a basis or precedent for making any future claim or demand.

3. Introduction

3.1 Definitions

'Afternoon Work' means work undertaken between 2.00pm and 10.00pm.

'Award' means the Eastern Distributor Consent Award 2005.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full-time or Part-time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Employee' means a person engaged to work Shift Work by the Employer on a permanent basis for the job classifications covered by this Part B and, for the avoidance of doubt, means persons who would otherwise be categorised under Part A to be:

- (a) Shift Work Employees (as defined in Part A); or
- (b) Continuous Shift Work Employees (as defined in Part A),

and includes Full-time and Part-time Employees.

'Employer' means Leighton Services Australia Pty Limited.

'Full Time Employee' means an Employee employed to work 38 hours per week when averaged over the length of the Shift Roster Cycle, excluding Paid Meal Breaks.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

'Morning Work' means work undertaken between 6.00am and 2.00pm.

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Motorway Patroller' means an Employee whose duties are defined in subclause 6.1 of clause 6, Duties, of this Part B.

'Night Work' means work undertaken between 10.00pm and 6.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Shift' means that part of a Shift made up of the Ordinary Hours and any applicable Paid Meal Break and:

- (a) for a Full-time Employee, the spread of the Ordinary Shift Hours shall be between 7 and 14 hours and will usually be worked as defined in (i) to (iv) below excluding the Paid Meal Break:
 - (i) 7.6 Ordinary Hours;
 - (ii) 10.4 Ordinary Hours;
 - (iii) 11.4 Ordinary Hours; or
 - (iv) 12.4 Ordinary Hours,

per Ordinary Shift; and

- (b) for a Part-time Employee, an Ordinary Shift shall be of a duration of between 3 and 14 hours per Ordinary Shift and, in each case, the Ordinary Hours of a particular Ordinary Shift will exclude any Paid Meal Break.

'Ordinary Weekly Hours' means for Employees who are:

- (a) Full-time - 38 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts; or
- (b) Part-time - An amount of regular hours between 15 and 37 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts.

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in Appendix A to this Award.

'Overtime' means hours worked by an Employee in excess of an Ordinary Shift.

'Paid Meal Break' means a break taken in accordance with subclauses 10.1 and 10.2 of clause 10, Paid Meal Break, of this Part B that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with subclauses 10.3 and 10.4 of the said clause 10.

'Part A' means Part A of the Award.

'Parties' means the Employer, the Union and the Employees.

'Part-time Employee' means an Employee employed on a part-time basis as defined in clause 7, Hours of Work and Entitlements, of this Part B.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Shift' means the work hours of a Full-time or Part-time Employee for any one day.

'Shift Roster' means a schedule determining the hours of work of Employees.

'Shift Roster Cycle' means the period over which an Employee completes one full cycle of Shift Work.

'Shift Work' means work under this Part B and which is regulated by a Shift Roster.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means The Australian Workers' Union New South Wales Branch.

3.2 Joint Statement

The Parties intend for this Part B to provide flexible shift arrangements for permanent Full-time and Part-time Employees engaged by the Employer in the relevant classification to work Shift Work on the Eastern Distributor. Accordingly and as stated in the Introduction of this Award, this Part B shall not apply to Casual Employees or employees who work Day Work (as those terms are defined in Part A).

As stated in the Introduction of this Award, this Part B shall apply to the employment by the Employer of Employees classified as Motorway Patroller required for the operations and maintenance work associated with the Eastern Distributor.

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

3.3 Aims

As set out in subclause 3.3 of clause 3, Introduction, of Part A.

3.4 Interaction with Part A

If a provision of Part A is referred to in this Part B:

- (a) any defined terms used in that provision of Part A shall have the meaning given to them by this Part B;
- (b) a reference in that provision of Part A to another provision of Part A shall be taken to be a reference to the corresponding provision of this Part B; and
- (c) unless the context requires otherwise, a reference in that provision of Part A to Part A shall be taken to be a reference to this Part B.

4. Commitment

As set out in clause 4 of Part A.

5. Contract of Employment

- 5.1 Each Employee shall be employed on either a full-time or part-time basis under the following classification:

Motorway Patroller

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 As set out in subclause 5.2 of clause 5, Contract of Employment, of Part A.

- 5.3 Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor 24 hours per day, seven days per week, 52 weeks per year.

- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.

- 5.5 Employees will be subject to video surveillance from time to time.

- 5.6 Redundancy

As set out in subclause 5.6 of the said clause 5.

6. Duties

6.1 Motorway Patroller

As set out in subclause 6.2 of clause 6, Duties, of Part A.

7. Hours of Work and Entitlements

The Motorway Manager shall determine the starting and finishing times for all Employees.

The Employer may vary the Shift Roster from time to time with the agreement of those Employees whose hours of work will change as a result of the variation. If there is no agreement, the Employer may vary the Shift Roster on seven days' notice to those Employees whose hours of work will change as a result of the variation.

For the purposes of determining the application of Shift Allowances and Allowances for work on Saturday, Sunday and Holidays, the following shall apply:

- (a) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (b) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (c) a Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

Employees shall be available for work for all Shifts which they are rostered to work and shall perform all necessary duties in each Shift.

When a Full-time Employee is not rostered to work on a Holiday, the Employee shall receive an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-time Employee, the Employee will receive the equivalent pro rata benefit (calculated according to the formula in subclause B of this clause).

Shift changes for Employees shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) after the expiration of their Shift finishing time; and
- (b) after leaving the Employer's premises, recalled to work without prior notice,

the Employee shall be paid at the appropriate rate set out in subclause 8.1 of clause 8, Overtime, of this Part B.

An Employee recalled to work in this way shall be paid at that rate for a minimum of three hours' work.

Allowances

- (i) An Employee who has a current senior first aid certificate shall be entitled to an Allowance of the amount as set out in the following table per hour worked, and this Allowance shall not attract any penalty or premium.

Senior 1st Aid Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.29	0.30	0.31	0.32	0.33	0.34	0.35

- (ii) An appointed Leading Hand shall be paid an Allowance of the amount as set out in the following table per hour for hours worked as a Leading Hand. This Allowance shall not attract any penalty or premium.

Leading Hand Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.68	0.69	0.70	0.71	0.72	0.73	0.74

A. Full-time Employees

Each Full-time Employee shall work Ordinary Weekly Hours.

The Ordinary Hours of a Full-time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Full-time Employee shall be paid the following Shift Allowances for Ordinary Hours worked from Monday to Friday:

Morning Work	Nil
Afternoon Work	17.5% of the Ordinary Time Rate of Pay
Night Work	20% of the Ordinary Time Rate of Pay.

(b) Saturday, Sunday and Holidays

A Full-time Employee shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Full-time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift).

An Employee whose Ordinary Shift commences at 7.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Afternoon Work Allowance under paragraph (a) above, but only for those hours between 7.00pm and 10.00pm;

The Night Work Allowance under paragraph (a) above, but only for those hours worked from 10.00pm up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 10.00pm Saturday and finishes at 6.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 7.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight and up to 6.00am; and

No Shift Allowance for work from 6.00am to 7.06am.

(d) Overtime

Overtime worked by a Full-time Employee shall be paid at the rate set out in subclause 8.1 of clause 8, Overtime, of this Part B.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of Afternoon Work, Night Work, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 7.00pm on Friday Night to 8.36am Saturday morning (and whose Ordinary Shift was from 7.00pm to 6.06am) shall only be entitled to:

The Afternoon Work Allowance, but only for those hours worked up to 10.00pm;

The Night Work Allowance, but only for those hours worked after 10.00pm up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime Rate (time and a half) in respect of the first two hours of Overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime Rate (double time) in respect of Overtime Hours in excess of two hours overtime, that is, from 8.06am up until 8.36am.

Example 2

An Employee who works a Shift from 6.00am on Sunday morning to 9.06pm Sunday evening (and whose Ordinary Shift was 6.00am to 7.06pm) shall only be entitled to:

The Sunday Shift Allowance for all hours worked, even though the Employee is working two hours' of Overtime. This is because the Overtime Rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime Rate of time and a half, and an Employee is entitled to the higher rate.

B. Part-time Employees

A Part-time Employee is an Employee, other than a Full-time Employee, engaged to work regular hours each week in accordance with a Shift Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week, excluding Paid Meal Breaks.

The Ordinary Hours of a Part-time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than three or more than 13.4 hours per Ordinary Shift.

A Shift Roster for a Part-time Employee shall set out the days and the starting and ceasing times the Part-time Employee works each week or as otherwise arranged by mutual agreement.

A Part-time Employee shall be entitled to Annual Leave, Sick Leave, Jury Service, Bereavement Leave and Parental Leave on a pro rata basis calculated as follows:

$$\text{Part-time Employee's Entitlements} = \frac{\text{Part-time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full-time Employee's Entitlements}$$

The Ordinary Hours of a Part-time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part-time Employee shall be paid the following Shift Allowances for Ordinary Hours worked from Monday to Friday:

Morning Work	Nil
Afternoon Work	17.5% of the Ordinary Time Rate of Pay
Night Work	20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part-time Employee shall be paid the following Shift Allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday	50% of the Ordinary Time Rate of Pay
Sunday	100% of the Ordinary Time Rate of Pay
Holidays	150% of the Ordinary Time Rate of Pay

The Shift Allowances for hours of work worked by a Part Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples, any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Work Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part-time Employee, being work in excess of their Ordinary Shift, shall be paid at the rate set out in subclause 8.1 of this clause.

An Employee is not entitled to both a Shift Allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime Penalty. The Employee shall be paid the higher of an applicable Shift Allowance or Overtime Penalty.

8. Overtime

8.1 Full-time and Part-time Employees required to work Overtime shall be paid:

- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
- (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable Shift Allowance, whichever is the greater.

- 8.2 Where Overtime is necessary, it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her Ordinary Shift on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.
- 8.3 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay.
- 8.4 Subclauses 8.1, 8.2 and 8.3 of clause 8, Overtime, of this Part B shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.
- 8.5 Employees may be required to work a reasonable amount of Overtime under the terms of this Award.
- 8.6 Meal Allowance

Employees who are required to work more than one and one half hours' Overtime immediately after normal ceasing time and who have not had at least 24 hours' notice of the requirement to work such overtime shall be paid a Meal Allowance of \$12.00.

9. Rest Pauses

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes' duration without loss of pay during the first four hours. Employees who work a minimum of eight and a half consecutive hours on any day shall be entitled to a second rest pause of ten minutes duration without loss of pay. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with subclause 9.1 of this clause. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with the said subclause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

10. Paid Meal Break

- 10.1 Employees who work:
- (a) more than five continuous hours but less than eight and a half continuous hours shall be entitled to a Paid Meal Break of 30 minutes,
 - (b) more than eight and a half continuous hours shall be entitled to a Paid Meal Break of 42 minutes, to be taken approximately mid-way through their Shift. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with subclause 10.1 of this clause, but only for the length of time equal

to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.

10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.

10.4 Despite clause 10.3, the Paid Meal Break shall not:

- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
- (b) be included for the purposes of calculating Overtime; and
- (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in subclause 10.3 of this clause.

11. Wage Increases

As set out in clause 10, Paid Meal Break, of Part A.

12. Electronic Funds Transfer

As set out in clause 12, Electronic Funds Transfer, of Part A.

13. Restrictive Work Practices

As set out in clause 13, Restrictive Work Practices, of Part A.

14. Technological Change

As set out in clause 14, Technological Change, of Part A.

15. Superannuation

As set out in clause 15, Superannuation, of Part A.

16. Annual Leave

- (a) Except as provided by this clause, the *Annual Holidays Act* 1944 (NSW) ('Act'), or any Act which replaces the Act, each as amended, shall apply.
- (b) Full-time Employees shall receive 152 hours of paid Annual Leave for each year of service with the Employer, to be based on the Ordinary Hours that the Employee would have otherwise worked, and payable in accordance with this clause. Part-time Employees shall receive a pro rata entitlement calculated in accordance with the formula in subclause B of clause 7, Hours of Work and Entitlements, of this Part B.
- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of Annual Leave. Further, for the avoidance of doubt, since Annual Leave is based on Ordinary Hours, when an Employee takes a period of Annual Leave, the hours taken as Annual Leave:
 - (i) will include the Ordinary Hours that the Employee would have otherwise worked on a Saturday or Sunday; and
 - (ii) will not include any hours in respect of Overtime that the Employee would, or may, have otherwise worked; and the Employee will receive no payment whatsoever in respect of such Overtime.

- (d) The parties acknowledge that it is intended that work under this Part B will be carried out 24 hours a day, seven days a week. Accordingly, in addition to their entitlement to a period of leave under paragraph (b), a Full-time or Part-time Employee who is a seven-day Shift Worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays shall be allowed 38 hours (for Full-time Employees), or the equivalent pro rata entitlement calculated in accordance with the formula in the said subclause B (for Part-time Employees) paid Annual Leave for each year of service, to be taken, and payable, in accordance with this clause. However, if a Full-time or Part-time Employee has only served a portion of the year of employment as a seven day Shift Worker, this additional leave shall be one hour for every 50.4 Ordinary Hours worked as a seven day Shift Worker.
- (e) Any accrued entitlement of an Employee to Annual Leave under Part A shall be converted to an hourly entitlement calculated on the basis of one week's leave under Part A being equivalent to 38 hours (for Full-time Employees), or the equivalent pro rata entitlement calculated in accordance with the formula in the said subclause B (for Part-time Employees) of leave under this Part B.
- (f) Except as provided by paragraph (g) below, a Full-time or Part-time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause:
- (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked;
 - (ii) all Shift Allowances (including Saturday and Sunday but not including Holiday Shift Allowances) calculated in accordance with clause 7, Hours of Work and Entitlements, of this Part B which the Employee would have received for the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (g) Despite paragraph (f) above, if an Employee has at least 12 months' continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
- (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked; and
 - (iii) the greater of:
 - (A) all Shift Allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with the said clause 7 which the Employee would have received for Ordinary Hours that the Employee would have otherwise worked; or
 - (B) an Annual Leave Loading of 17.5% of:
 - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
 - (ii) the payment for all Paid Meal Breaks that the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (h) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subparagraph (b) above. This loading shall not be payable to an Employee upon termination except in accordance with this subparagraph.

- (i) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (j) For the purposes of this clause, 'Ordinary Hourly Pay' means the applicable Ordinary Time Rate of Pay for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the hourly amount ordinarily received by the Employee in respect of Supervisor, First Aid and Leading Hand Allowances.

17. Sick Leave

As set out in clause 17, Sick Leave, of Part A.

18. Long Service Leave

The *Long Service Leave Act 1955* shall apply.

19. Jury Service

As set out in clause 19, Jury Service, of Part A.

20. Personal/Carer's Leave

As set out in clause 20, Personal/Carer's Leave, of Part A, except that, for the purposes of subclause 20.3, Annual Leave:

the phrase 'five days in single day periods' is replaced with '38 hours against single Ordinary Shifts' in paragraph (a) of the said subclause 20.3;

the phrase 'single day absences' is replaced with 'single Ordinary Shift absences' in paragraph (c) of the said subclause 20.3; and

the phrase 'five consecutive Annual Leave days are' is replaced with '38 consecutive hours of Annual Leave is' in the said paragraph (c).

21. Parental Leave

As set out in clause 21, Parental Leave, of Part A.

22. Bereavement Leave

As set out in clause 22, Bereavement Leave, of Part A, except that a reference to 'day' shall be replaced by a reference to 'Ordinary Shift'.

23. Occupational Health and Safety

As set out in clause 23, Occupational Health and Safety, of Part A.

24. Clothing

As set out in clause 24, Clothing, of Part A.

25. Medical Examinations

As set out in clause 25, Medical Examinations, of Part A.

26. Training

As set out in clause 26, Training, of Part A.

27. Alcohol and Other Drugs

As set out in clause 27, Alcohol and Other Drugs, of Part A.

28. Probationary Period

As set out in clause 28, Probationary Period, of Part A.

29. Union Procedure

As set out in clause 29, Union Procedure, of Part A.

30. Dispute Settlement Procedures

As set out in clause 30, Dispute Settlement Procedures, of Part A.

31. Anti-Discrimination

As set out in clause 31, Anti-Discrimination, of Part A.

APPENDIX A

ORDINARY RATES OF PAY

	Hourly Rate of Pay as at 30/9/05 Existing Hourly Rate of Pay	Weekly Rate of Pay as at 30/9/05 Existing Weekly Rate of Pay	Hourly Rate of Pay as at 1/10/05 Wage Increase No 1 2%	Weekly Rate of Pay as at 1/10/05 Wage Increase No 1 2%	Hourly Rate of Pay as at 1/4/06 Wage Increase No 2 2%	Weekly Rate of Pay as at 1/4/06 Wage Increase No 2 2%	Hourly Rate of Pay as at 1/10/06 Wage Increase No 3 2%	Weekly Rate of Pay as at 1/10/06 Wage Increase No 3 2%	Hourly Rate of Pay as at 1/4/07 Wage Increase No 4 2%	Weekly Rate of Pay as at 1/4/07 Wage Increase No 4 2%	Hourly Rate of Pay as at 1/10/07 Wage Increase No 5 2%	Weekly Rate of Pay as at 1/10/07 Wage Increase No 5 2%	Hourly Rate of Pay as at 1/4/08 Wage Increase No 6 2%	Weekly Rate of Pay as at 1/4/08 Wage Increase No 6 2%
Motorway Patroller	\$19.99 Per Hour	\$759.62 Per Week	\$20.39 Per Hour	\$774.82 Per Week	\$20.80 Per Hour	\$790.40 Per Week	\$21.21 Per Hour	\$805.98 Per Week	\$21.64 Per Hour	\$822.32 Per Week	\$22.07 Per Hour	\$838.66 Per Week	\$22.51 Per Hour	\$855.38 Per Week
Toll Collector	\$17.84 Per Hour	\$677.92 Per Week	\$18.20 Per Hour	\$691.60 Per Week	\$18.56 Per Hour	\$705.28 Per Week	\$18.93 Per Hour	\$719.34 Per Week	\$19.31 Per Hour	\$733.78 Per Week	\$19.70 Per Hour	\$748.60 Per Week	\$20.09 Per Hour	\$763.42 Per Week

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(625)

SERIAL C3998

SCHOOL SUPPORT STAFF (ARCHDIOCESE OF SYDNEY, DIOCESES OF BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 1850 of 2005)

The Honourable Justice Schmidt

6 June 2005

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
	(i) Award
	(ii) Basic Earnings
	(iii) Employee
	(iv) Full-time Employee
	(v) Part-time Employee
	(vi) Casual Employee
	(vii) Employer
	(viii) Union
4.	Contract of Employment
	(i) Letter of Appointment
	(ii) Stand Down-Employees on an un-averaged Rate of Pay
	(iii) Termination of Employment
	(iv) Statement of Service
	(v) Payment on Termination
5.	Redundancy
	(i) Application of this Clause
	(ii) Employers Duty to Notify and Discuss
	(iii) Discussions before Termination
	(iv) Notice for Change in Production, Program, Organisation or Structure
	(v) Severance Pay
6.	Classification
	(i) School Aide Level 1
	(ii) School Officer (Canteen) Level 2
	(iii) School Officer Levels 2 to 4
	(iv) Senior School Officer Level 5
	(v) Senior School Officer Level 6
	(vi) Higher Duties
7.	Wage Rates
	(i) Wage Rates - Employees Required To Work 48 Weeks a Year (the un-averaged rate)
	(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

- (iii) Part-Time Employees
- (iv) Rounding of Rates
- 8. Payment of Wages
 - (i) Fortnightly Payments
 - (ii) Repayment of Excess Payments
 - (iii) Annual Remuneration
- 9. Work During Pupil Vacation Periods
 - (i) Conditions for Working
 - (ii) Casual Rates Apply
 - (iii) Employee has prior Commitments
 - (iv) Occupational Health and Safety
- 10. Hours
 - (i) Ordinary Hours
 - (ii) Casual Employees
 - (iii) Part-Time Employees
 - (iv) Notice of Hours
 - (v) Part-Time employees who work not normally rostered to work
 - (vi) Nothing in this clause shall increase the hours of work where employee worked less than 38 hours per week.
 - (vii) Make Up Time
- 11. Overtime
 - (i) Reasonable Overtime
 - (ii) Time Off Between Duty
 - (iii) Time Off in Lieu of Payment for Overtime
 - (iv) Minimum Payment of Two Hours
 - (v) Work Done on a Sunday
 - (vi) Unreasonable Overtime
- 12. Tea Break
- 13. Meal Break
- 14. Public Holidays
 - (i) Public holidays for the State to be observed pursuant to subclause (ii) of this clause
 - (ii) An employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year.
 - (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay
 - (iv) Rate of Pay on a Public Holiday
- 15. Annual Leave and Payment on Termination
 - (i) In lieu
 - (ii) Application of Clause
 - (iii) Calculations of Payments
 - (iv) Employees who commence Employment after the School Service Date
 - (v) Employees who take Approved Leave Without Pay or Parental Leave
 - (vi) Employees Whose Hours Have Varied
- 16. Annual Leave Loading
- 17. Sick Leave
 - (i) Entitlement
 - (ii) Part-Time Entitlement
 - (iii) Accumulation of Sick Leave
 - (iv) Service before the date of this award
 - (v) Award Holidays are not Sick Leave
 - (vi) Portability

18. Catholic Personal/Carer's Leave
 - (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (iii) Notification of Intention to Take Leave
 - (iv) Unpaid Leave for Family Purpose
 - (v) Annual Leave
19. Parental Leave
 - (i) See *Industrial Relations Act 1996*
 - (ii) Paternity Leave
 - (iii) Adoption Leave
20. Maternity Leave
21. Long Service Leave
 - (i) Applicability of *Long Service Leave Act 1955*
 - (ii) Quantum of Leave
 - (iii) Taking Parental Leave
22. Bereavement Leave
23. Jury Service
24. Meal Allowance
25. First Aid Allowance and Medication Allowances
26. Travelling Expenses
27. Miscellaneous Conditions
 - (i) Uniforms and Protective Clothing
 - (ii) First Aid Kit
 - (iii) Cleaning Equipment
 - (iv) Annual Medical Check-up
 - (v) Meal Facilities and Accommodation
28. Anti Discrimination
29. Dispute Avoidance and Grievance Procedures
 - (i) Objective of Procedures
 - (ii) Procedures relating to grievances of individual employees
 - (iii) Procedures relating to disputes etc. between employers and their employees
30. Fair Procedures For Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*
 - (i) Definitions
 - (ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations
 - (iii) Access to Files
 - (iv) Additional Documentation from Employee
 - (v) Confidentiality of Documents and Files
31. Superannuation
 - (i) Definitions
 - (ii) Benefits
 - (iii) Transfer between Funds
 - (iv) Explanatory Clause
32. Labour Flexibility
33. No Extra Claims
34. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C**Level 5 - School Officers - Indicative Duties
Annexure A - Portability of Sick Leave****2. Title**

This award shall be known as the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2005.

3. Definitions

- (i) "Award" means - the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (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. Employees may be engaged in the following classifications:
 - (a) School Aide as defined in clause 6(i);
 - (b) School Officer (Canteen) as defined in clause 6(ii);
 - (c) School Officers as defined in clause 6(iii);
 - (d) Senior School Officer Level 5 as defined in clause 6(iv);
 - (e) Senior School Officer Level 6 as defined in clause 6(v);

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.

- (iv) "Full-time Employee" means an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means an employee who works a constant number of ordinary hours less than thirty eight hours 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 either the NSW Independent Education Union or (in relation to eligible employees) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

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 classification and rate of pay of the employee; and

- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements.
- (d) whether the wages are averaged or un-averaged (as defined in clause 7 Wage Rates).

If there is a requirement to work during school vacations, except in accordance with clause 9, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

(ii) Stand Down - Employees on an Un-averaged Rate of Pay

- (a) An employee who receives an un-averaged rate of pay in accordance with clause 7 Wage Rates 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
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	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

(i) Application of this Clause

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this award, the provisions of this clause 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.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Employers Duty to Notify and Discuss

- (a) 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.
- (b) 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.
- (c) '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.

(iii) Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- (b) 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 (a) 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.

- (c) 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.

(iv) Notice for Change in Production, Program, Organisation or Structure

- (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 subclause (ii) of clause 5 Redundancy.
- (2) 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

- (3) 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) 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.

(a) 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 subclause (ii) of clause 5 Redundancy.

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (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.
- (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.

(b) Time off during the notice period

- (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.

(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.

(c) 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.

(d) 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.

(e) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify 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.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(g) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (ii) of clause 6 Redundancy, 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.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) of clause 5 Redundancy, 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:

(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

- (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

- (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.
- (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 subclauses (v)(a)(1) and (v)(a)(2) above.

(b) 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 (v)(a).

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 (v)(a) above will have on the employer.

(c) 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 (v)(a) if the employer obtains acceptable alternative employment for an employee.

6. Classification

(i) School Aide Level 1

- (a) School Aide positions may be established at schools subject to the following conditions. Employees appointed as School Aides shall not progress to higher levels, provided that employees may, at any time, apply for reclassification to a higher level. School Aide positions shall be supervised in the performance of duties either by a teacher or a School Officer.

(b) School Aides include Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops. Canteen and Uniform Shop staff will be defined as School Aides throughout this award.

- (c) School Aides provide administrative support and may perform the following supervised duties:

Filing;

Collating;

Operation of photocopying, duplicating, binding and facsimile machines;

Messenger Work;

Handling mail;

Checking figures;

Basic assistance to other school officers in food preparation for food technology;

Basic care of flora and fauna;

Shopping;

Toileting;

Unpacking, checking and sorting of gear;

Occasional relief for reception duties;

Checking books in and out;

Non-education related excursion preparation;

Setting up of rooms for exams or displays;

Supervised canteen and uniform shop duties.

Provided that the duties of a School Aide do not constitute the work of a position that would ordinarily attract the classification of a School Officer.

(d) Mid Term Review

It is a term of this award that the Independent Education Union and the Catholic Commission for Employment Relations, on behalf of the diocesan employers, shall conduct a review of the number of School Aide (excepting School Aides who work in the canteen or uniform shop) positions established and the nature of the work performed. This review shall commence not later than Term 2, 2007.

(ii) School Officer (Canteen) Level 2

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 with no progression. All other employees working in the canteen shall be appointed at Level 1.

(iii) School Officer Levels 2 to 4

(a) Other than appointments made in accordance with subclauses (i), (ii), (iv) and (v) of this clause, employees employed under this award shall be initially appointed at Level 2. Initial appointment may be made at Levels 3 and 4 at the employer's discretion. Such employees shall progress to the next level upon completion of 12 months service (where 12 months service is defined at clause 6(iii)(f)) up to and including Level 4. Access to Levels 5 and 6 shall be by appointment only.

(b) Translocation

Employees who were classified at Level 2 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at Level 2 shall be reclassified as Level 2a on and from that date. Employees who were classified at Level 3 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at level 3 shall be reclassified as Level 3a on and from that date.

(c) Progression

Subject to clause 6(iii)(b) employees shall progress to the next Level, up to Level 4, upon completion of each 12 months service.

(d) Dissolution of Levels 2a and 3a as at 1 July 2008

The parties agree that the interim Levels 2a and 3a have been introduced as interim classification levels that will cease to exist as at 1 July 2008. Employees who are classified as Levels 2a and 3a on 1 July 2008 shall be reclassified as Level 3 and Level 4, respectively, from the first full pay period on or after that date.

(e) Duties of School Officers

Employees may be required to perform the full range of School Officer duties that exist in schools other than those required of a Level 5 and a Level 6 Senior School Officer. Employees under this award shall not be deployed instead of a teacher to conduct classroom lessons.

(f) Definition of 12 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 a part-time employee works 4 school terms in a given year such employees will be regarded as having worked 12 months.

(iv) Senior School Officer Level 5

(a) An employee may be appointed as a Senior School Officer Level 5. A Senior School Officer can be called upon to perform the entire range of duties and possess the skills required of a level 4 employee in addition to the criteria outlined at paragraph (b) of this subclause.

(b) A Level 5 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in Part C Level 5 School Officer Indicative Duties.
- (2) possesses a knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position; and
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised; and
- (4) resolves complex operational problems and coordinates the work within a department of the school; and
- (5) assists in planning future department or school organisational needs; and
- (6) in conjunction with the teacher, plans teaching programs, prepares reports for parents, assists with the assessment and appraisal of students and may purchase resources; and
- (7) has 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 in service 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.

(v) Senior School Officer Level 6

An employer may appoint a Senior School Officer Level 6. A Senior School Officer Level 6 employed at this level shall be proficient where applicable and without limiting the requirements for this position a Senior School Officer Level 6 at this level can be required by the employer to:

- (a) perform the entire range of duties and possess the skills required of a Level 4 employee; and
- (b) exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and
- (c) have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and
- (d) 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; and
- (e) 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.

(vi) Higher Duties

A School Officer required to temporarily perform duties of a Senior School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

(vii) Appealing Classification of a Level 1 or a Level 4 Position

An employee who believes that their Level 1 or Level 4 position is incorrectly classified may appeal their classification in accordance with Diocesan procedures. Provided that the employer will provide a response to such appeal no later than one month after it is received and the employer shall provide reasons for refusing any such appeal. The success of the application shall depend upon the employee's satisfaction of the range of duties performed and the employee's skills and qualifications. Appointment to a new Level shall take effect from the first full pay period on or after the employer approves the application.

7. Wage Rates

Employees may be engaged to work either 48 weeks per year or during school terms only.

(i) Wage Rates - Employees Required To Work 48 Weeks A Year (the unaveraged rate)

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the 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.

(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 percent 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 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 or Diocese, shall be paid for a minimum of 1 hour for each start.

(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

The provisions of this subclause shall apply to employees required to work school terms only (not including additional days worked pursuant to the provisions of Clause 9).

- (a) Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance the following formula:

$$0.9 \times W$$

Where W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (i) of this clause

- (b) 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 (a) of this subclause, for the class of work performed by them.
- (c) The rate of pay of an employee determined by paragraphs (a) and (b) 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.

(iii) Part-Time Employees

- (a) Part-time employees shall be paid a minimum of 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 or Diocese, shall be paid for a minimum of 1 hour for each start.
- (b) 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 (v) of this Award.

(iv) 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.

8. Payment of Wages

(i) Fortnightly Payments

Wages shall be paid fortnightly in ordinary working time by electronic funds transfer into an account nominated by the employee.

(ii) Repayment of Excess Payments

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.

(iii) 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 clause 7, Wage Rates.
- (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:
- (1) during employment; or
 - (2) on termination of employment; or
 - (3) on death
- shall be at the rate prescribed by clause 7, Wage Rates.

9. Work During Pupil Vacation Periods

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. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.

(i) Conditions for Working

The parties to the award agree that employees can be required to work up to seven days per school year. Work during pupil vacations is 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 during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;
- (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 clause.

(ii) Casual Rates Apply

The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's level. If an employee is notified by the employer in accordance with sub clause (a) 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 level for that period(s);

(iii) 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 subclause (a), 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.

(iv) 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

10. Hours

(i) Ordinary Hours:

The ordinary hours of work, of a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 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 8 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) Part-time employees who work on days the employee is not normally rostered to work shall be paid at the casual rate in accordance with clause 7(i)(c).

(vi) 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.

(vii) Make Up Time

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.

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 10, Hours, shall be overtime and shall be paid for at the un-averaged 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) 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. Provided that such election and agreement shall be evidenced in writing and kept with the time and wages records.
- (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.
- (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. 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

A meal break of between half an hour and one 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 gazetted public holidays specified in subclause (i) of this clause, an employee who is required to work 48 weeks per year 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.
- (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 (ii) of Clause 7, Wage Rates. 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 (ii) of Clause 7, Wage Rates 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 15(ii) shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

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 15(ii) to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

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 15(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 15(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 15(iii) 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 15(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 then 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 15(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 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.
- (vii) 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.

17. Sick Leave

- (i) An employee shall be entitled to fifteen days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 6 June 2005. The taking of sick leave, 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 6 June 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.

(vi) Portability

- (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by a Diocese, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause (iii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the Diocese.

- (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:
 - (1) The employee has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.
 - (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

18. Catholic Personal/Carer's Leave

- (i) 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:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) 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.
- (ii) 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(i)(c)(2).
 - (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18(i)(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(i)(c)(2).

- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(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.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18(i) and 18(ii), 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.

(iv) Unpaid Leave for Family Purpose

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(i)(c) (ii) or paragraph 18(ii)(c) who is ill.

(v) 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.

19. Parental Leave

(i) See *Industrial Relations Act 1996*.

(ii) Paternity Leave

- (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.
- (b) 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.
- (c) The entitlement to paternity leave in paragraphs 19(i)(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*.
- (d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19(i)(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(ii)(c) above.

(iii) Adoption Leave

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 Clause 20 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

20. Maternity Leave

- (i) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, and is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 12 April 2005, shall be entitled to maternity leave in accordance with this sub-clause. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.
- (ii) The maternity leave shall be paid for fourteen 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 fourteen weeks then the period of paid maternity leave shall be for such lesser period).
- (iii) The employee may elect to be paid during the period of paid leave in subclause (b) of this 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.
- (iv) Where an employee applies for a lump sum payment in advance under subclause (c) of this clause, the teacher shall give the employer at least one month's notice of intention.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Except as varied by this clause, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

21. Long Service Leave

- (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 19 Parental Leave, 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. 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(iv), 18(v), 18(vi) and 18(vii) 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) An employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.
- (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:

- (i) 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.
- (ii) If overtime continues beyond 10.00 pm. - the rate set by Item 1 of Table 2 in Part B;
- (iii) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this clause shall not be payable;
- (iv) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. First- Aid and Medication Allowances

- (i) 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 5 of Table 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.
- (ii) An employee who is required by an employer from time to time to dispense medication to pupils of the school shall be paid an allowance as set out in Item 3 of Table Two of Part B of this award. 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 extra 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 the rate as set out in Item 5 of the said Table 2, for 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) 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.

- (c) 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.
 - (d) 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.
- (ii) First Aid Kit
- A first-aid kit shall be supplied and readily available to all employees.
- (iii) Cleaning Equipment
- All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.
- (iv) Annual Medical Check-up
- Employees 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.
- (v) Meal Facilities and Accommodation
- Employees shall be supplied with facilities for tea making and heating food. Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather (ie. a staff room) and employees shall leave such place in a thoroughly clean condition.

28. 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 fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically 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.

29. Disputes Avoidance and Grievance Procedures

- (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.

30. 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 an 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.

31. Superannuation

(i) 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 Catholic Superannuation and Retirement Fund; or
 - (3) the Clerical Administrative and Retail Employees Plan; or
 - (4) 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.

(ii) 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.
- (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.

(iii) 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 31(ii)(f)(1), is calculated by the following formula:

$$\frac{\text{Level 1 employee}}{\text{casual hourly rate of pay}} \quad \times \quad \frac{19 \text{ eight-hour days}}{(1 \text{ month})}$$

or \$ 2,090.00, whichever is the greater.

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 de-skilling.
- (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 can be required to perform the duties of another employee at a lower level provided that the employee has the competence to perform those duties.
- (v) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (i) It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 1 July 2008.
- (ii) The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for 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 1 July 2008 and no claim can be made for such increases.

34. Area, Incidence and Duration

- (i) This award rescinds and replaces the School Support Staff (Archdiocese of Sydney, Dioceses of Broken Bay and Parramatta) (State) Award 2001 published 13 July 2001 (326 I.G. 40) as varied.
- (ii) This award shall apply to all employees as defined in clause 6, Classification, employed in Catholic Schools operated by the Archdiocese of Sydney or the Diocese of Broken Bay or the Diocese of Parramatta.

This award shall take effect from 30 June 2005 and remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	Annual Salary					
	From the first full pay period on or after 1 September 2004 (5.5% increase) \$	From the first full pay period on or after 28 January 2005 \$	From the first full pay period on or after 1 September 2005 (4% increase) \$	From the first full pay period on or after 1 July 2006 (4% increase) \$	From the first full pay period on or after 1 July 2007 (4% increase) \$	From the first full pay period on or after 1 July 2008 \$
1	34,534	37,849 (9.6%)	39,363	40,938	42,576	42,576
2	37,173	38,660 (4%)	40,206	41,814	43,487	43,487
2a		39,971	41,570	43,233	44,962	
3	39,693	41,281 (4%)	42,932	44,649	46,435	46,435
3a	-	42,589	44,293	46,065	47,908	
4	42,209	43,897 (4%)	45,653	47,479	49,378	49,378
5	44,386	46,161 (4%)	48,007	49,927	51,924	51,924
6	47,864	52,459 (9.6%)	54,557	56,739	59,009	59,009

Table 2 - Other Rates And Allowances

Item No	Clause No.	Brief Description	From the first full pay period on or after 1 September 2004 (5.5% increase) \$	From the first full pay period on or after 28 January 2005 (4% increase) \$	From the first full pay period on or after 1 September 2005 (4% increase) \$	From the first full pay period on or after 1 July 2006 (4% increase) \$	From the first full pay period on or after 1 July 2007 (4% increase) \$
1*	24	Overtime/Meal Allowance	9.34	10.92	10.92	10.92	10.92
2	25(i)	First-Aid Allowance	12.47 per week 2.49 per day	12.97 per week 2.59 per day	13.49 per week 2.70 per day	14.03 per week 2.81 per day	14.59 per week 2.92 per day
3	25(ii)	Medication Allowance	6.25 per week 1.25 per day	6.50 per week 1.30 per day	6.76 per week 1.35 per day	7.03 per week 1.41 per day	7.31 per week 1.46 per day
4*	26(iii)	Own Car Allowance For a vehicle 1500cc under	79.57 per week	93.02 per week	93.02 per week	93.02 per week	93.02 per week
		For a vehicle over 1500cc	98.36 per week	114.98 per week	114.98 per week	114.98 per week	114.98 per week
5*	26(iv)	Own Car Allowance For use on a casual or incidental basis	0.51 per km	0.60 per km	0.60 per km	0.60 per km	0.60 per km
6*	27(i)(a)	Laundry Allowance	5.55 per week	6.49 per week	6.49 per week	6.49 per week	6.49 per week

Note: * Items 1, 4, 5 and 6 to be adjusted for CPI increases from the first full pay period on or after 28 January 2005. Current rates have been adjusted to December Quarter 2004.

PART C

Level 5 School Officers - Indicative Duties

A Senior School Officer Level 5 may perform the following indicative duties

In conjunction with teachers, planning teaching programs;

In conjunction with teachers, preparing reports for parents;

Providing in service 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.

ANNEXURE A

Portability Of Sick Leave

Part to be completed by former Catholic Employer:

_____ was employed by the Diocese of: _____ and ceased work on _____
(Name of Employee) (Date)

At that time untaken sick leave with our employer over the proceeding _____ years of continuous service is as follows:

(Set Out Record)

e.g.	Last year of employment	_____	Sick Days
	Year 2 accumulation	_____	Sick Days
	Year 3 accumulation	_____	Sick Days
	Year 4 accumulation	_____	Sick Days
	Year 5 accumulation	_____	Sick Days
	Year 6 accumulation	_____	Sick Days

(Employer) (Date)

Part to be completed by Employee:

Name of Employee:

Name of former Catholic Employer:

I, _____ was formerly employed by: _____
(Name of Employee) (Name of former Catholic Employer)

as a school Support Staff Employee from: _____ to: _____
(Date) (Date)

I commenced with the former Catholic employer on: _____
(Date)

Signature (Date)

M. SCHMIDT J.

(624)

SERIAL C3997

SCHOOL SUPPORT STAFF (COUNTRY AND REGIONAL DIOCESES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, industrial organisation of employees.

(No. IRC 1851 of 2005)

Before The Honourable Justice Schmidt

6 June 2005

AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
	(i) Award
	(ii) Basic Earnings
	(iii) Employee
	(iv) Full-time Employee
	(v) Part-time Employee
	(vi) Casual Employee
	(vii) Employer
	(viii) Union
4.	Contract of Employment
	(i) Letter of Appointment
	(ii) Stand Down-Employees on an Un averaged Rate of Pay
	(iii) Termination of Employment
	(iv) Statement of Service
	(v) Payment on Termination
5.	Redundancy
	(i) Application of this Clause
	(ii) Employers Duty to Notify and Discuss
	(iii) Discussions before Termination
	(iv) Notice for Change in Production, Program, Organisation or Structure
	(v) Severance Pay
6.	Classification
	(i) School Aide Level 1
	(ii) School Officer (Canteen) Level 2
	(iii) School Officer Levels 2 to 4
	(iv) Senior School Officer Level 5
	(v) Senior School Officer Level 6
	(vi) Higher Duties
7.	Wage Rates
	(i) Wage Rates - Employees Required To Work 48 Weeks a Year (the un averaged rate)
	(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

- (iii) Part-Time Employees
 - (iv) Rounding of Rates
- 8. Payment of Wages
 - (i) Fortnightly Payments
 - (ii) Repayment of Excess Payments
 - (iii) Annual Remuneration
- 9. Work During Pupil Vacation Periods
 - (i) Conditions for Working
 - (ii) Casual Rates Apply
 - (iii) Employee has prior Commitments
 - (iv) Occupational Health and Safety
- 10. Hours
 - (i) Ordinary Hours
 - (ii) Casual Employees
 - (iii) Part-Time Employees
 - (iv) Notice of Hours
 - (v) Part-Time employees who work not normally rostered to work
 - (vi) Nothing in this clause shall increase the hours of work where employee worked less than 38 hours per week.
 - (vii) Make Up Time
- 11. Overtime
 - (i) Reasonable Overtime
 - (ii) Time Off Between Duty
 - (iii) Time Off in Lieu of Payment for Overtime
 - (iv) Minimum Payment of Two Hours
 - (v) Work Done on a Sunday
 - (vi) Unreasonable Overtime
- 12. Tea Break
- 13. Meal Break
- 14. Public Holidays
 - (i) Public holidays for the State to be observed pursuant to subclause (ii) of this clause
 - (ii) An employee who is required to work 48 weeks per year shall be entitled to one additional day as a holiday in each calendar year.
 - (iii) Full-time and part-time employees shall be entitled to the above holidays without loss of pay
 - (iv) Rate of Pay on a Public Holiday
- 15. Annual Leave and Payment on Termination
 - (i) In lieu
 - (ii) Application of Clause
 - (iii) Calculations of Payments
 - (iv) Employees who commence Employment after the School Service Date
 - (v) Employees who take Approved Leave Without Pay or Parental Leave
 - (vi) Employees Whose Hours Have Varied
- 16. Annual Leave Loading
- 17. Sick Leave
 - (i) Entitlement
 - (ii) Part-Time Entitlement
 - (iii) Accumulation of Sick Leave
 - (iv) Service before the date of this award
 - (v) Award Holidays are not Sick Leave
 - (vi) Portability

18. Catholic Personal/Carer's Leave
 - (i) Use of Sick Leave to Provide Care and Support for a Family Member
 - (ii) Use of Sick Leave for a Pressing Domestic Necessity
 - (iii) Notification of Intention to Take Leave
 - (iv) Unpaid Leave for Family Purpose
 - (v) Annual Leave
19. Parental Leave
 - (i) See *Industrial Relations Act 1996*
 - (ii) Paternity Leave
 - (iii) Adoption Leave
20. Maternity Leave
21. Long Service Leave
 - (i) Applicability of *Long Service Leave Act 1955*
 - (ii) Quantum of Leave
 - (iii) Taking Parental Leave
22. Bereavement Leave
23. Jury Service
24. Meal Allowance
25. First Aid Allowance and Medication Allowances
26. Travelling Expenses
27. Miscellaneous Conditions
 - (i) Uniforms and Protective Clothing
 - (ii) First Aid Kit
 - (iii) Cleaning Equipment
 - (iv) Annual Medical Check-up
 - (v) Meal Facilities and Accommodation
28. Anti Discrimination
29. Dispute Avoidance and Grievance Procedures
 - (i) Objective of Procedures
 - (ii) Procedures relating to grievances of individual employees
 - (iii) Procedures relating to disputes etc. between employers and their employees
30. Fair Procedures For Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*
 - (i) Definitions
 - (ii) Natural Justice to employees in dealing with reportable allegations and exempt allegations
 - (iii) Access to Files
 - (iv) Additional Documentation from Employee
 - (v) Confidentiality of Documents and Files
31. Superannuation
 - (i) Definitions
 - (ii) Benefits
 - (iii) Transfer between Funds
 - (iv) Explanatory Clause
32. Labour Flexibility
33. No Extra Claims
34. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C**Level 5 - School Officers - Indicative Duties
Annexure A - Portability of Sick Leave****2. Title**

This award shall be known as the School Support Staff (Country and Regional Dioceses) (State) Award 2005.

3. Definitions

- (i) "Award" means - the School Support Staff (Country and Regional Dioceses) (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. Employees may be engaged in the following classifications:
 - (a) School Aide as defined in clause 6(i);
 - (b) School Officer (Canteen) as defined in clause 6(ii);
 - (c) School Officers as defined in clause 6(iii);
 - (d) Senior School Officer Level 5 as defined in clause 6(iv);
 - (e) Senior School Officer Level 6 as defined in clause 6(v);

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.

- (iv) "Full-time Employee" means - an employee who works thirty eight hours per week.
- (v) "Part-time Employee" means - an employee who works a constant number of ordinary hours less than thirty eight hours 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 - either the NSW Independent Education Union or (in relation to eligible employees) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

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 classification and rate of pay of the employee; and

- (b) the number of hours to be worked each week and the number of weeks or days to be worked throughout the year; and
- (c) a statement in relation to superannuation entitlements.
- (d) whether the wages are averaged or un averaged (as defined in clause 7 Wage Rates).

If there is a requirement to work during school vacations, except in accordance with clause 9, Work During Pupil Vacation Periods, the number of such days to be worked shall be clearly specified.

(ii) Stand Down - Employees on an Un averaged Rate of Pay

- (a) An employee who receives an un averaged rate of pay in accordance with clause 7 Wage Rates 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
Less than 1 year	1 week minimum
1 year and less than 3 years	2 weeks minimum
3 years and less than 5 years	3 weeks minimum
5 years and over	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

(i) Application of this Clause

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this award, the provisions of this clause 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.
- (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Employers Duty to Notify and Discuss

- (a) 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.
- (b) 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.
- (c) '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.

(iii) Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- (b) 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 (a) 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.
- (c) 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.

(iv) Notice for Change in Production, Program, Organisation or Structure

- (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 subclause (ii) of clause 5 Redundancy.
- (2) 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

- (3) 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) 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.

(a) 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 subclause (ii) of clause 5 Redundancy.

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (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.
- (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.

(b) Time off during the notice period

- (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.
- (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.

(c) 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.

(d) 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.

(e) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify 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.

(f) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(g) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (ii) of clause 6 Redundancy, 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.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to subclause (iv) of clause 5 Redundancy, 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:

(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

- (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

- (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.
- (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 subclauses (v)(a)(1) and (v)(a)(2) above.

(b) 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 (v)(a).

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 (v)(a) above will have on the employer.

(c) 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 (v)(a) if the employer obtains acceptable alternative employment for an employee.

6. Classification

(i) School Aide Level 1

- (a) School Aide positions may be established at schools subject to the following conditions. Employees appointed as School Aides shall not progress to higher levels, provided that employees may, at any time, apply for reclassification to a higher level. School Aide positions shall be supervised in the performance of duties either by a teacher or a School Officer.

(b) School Aides include Canteen and Uniform Shop Staff

Schools may establish non-supervisory Level 1 positions in Canteens and Uniform shops. Canteen and Uniform Shop staff will be defined as School Aides throughout this award.

- (c) School Aides provide administrative support and may perform the following supervised duties:

Filing;

Collating;

Operation of photocopying, duplicating, binding and facsimile machines;

Messenger Work;

Handling mail;

Checking figures;

Basic assistance to other school officers in food preparation for food technology;

Basic care of flora and fauna;

Shopping;

Toileting;

Unpacking, checking and sorting of gear;

Occasional relief for reception duties;

Checking books in and out;

Non-education related excursion preparation;

Setting up of rooms for exams or displays;

Supervised canteen and uniform shop duties.

Provided that the duties of a School Aide do not constitute the work of a position that would ordinarily attract the classification of a School Officer.

(d) Mid Term Review

It is a term of this award that the Independent Education Union and the Catholic Commission for Employment Relations, on behalf of the diocesan employers, shall conduct a review of the number of School Aide (excepting School Aides who work in the canteen or uniform shop) positions established and the nature of the work performed. This review shall commence not later than Term 2, 2007.

(ii) School Officer (Canteen) Level 2

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 with no progression. All other employees working in the canteen shall be appointed at Level 1.

(iii) School Officer Levels 2 to 4

(a) Other than appointments made in accordance with subclauses (i), (ii), (iv) and (v) of this clause, employees employed under this award shall be initially appointed at Level 2. Initial appointment may be made at Levels 3 and 4 at the employer's discretion. Such employees shall progress to the next level upon completion of 12 months service (where 12 months service is defined at clause 6(iii)(f)) up to and including Level 4. Access to Levels 5 and 6 shall be by appointment only.

(b) Translocation

Employees who were classified at Level 2 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at Level 2 shall be reclassified as Level 2a on and from that date. Employees who were classified at Level 3 immediately prior to the first full pay period on or after 28 January 2005 and had completed 12 months service at level 3 shall be reclassified as Level 3a on and from that date.

(c) Progression

Subject to clause 6(iii)(b) employees shall progress to the next Level, up to Level 4, upon completion of each 12 months service.

(d) Dissolution of Levels 2a and 3a as at 1 July 2008

The parties agree that the interim Levels 2a and 3a have been introduced as interim classification levels that will cease to exist as at 1 July 2008. Employees who are classified as Levels 2a and 3a on 1 July 2008 shall be reclassified as Level 3 and Level 4, respectively, from the first full pay period on or after that date.

(e) Duties of School Officers

Employees may be required to perform the full range of School Officer duties that exist in schools other than those required of a Level 5 and a Level 6 Senior School Officer. Employees under this award shall not be deployed instead of a teacher to conduct classroom lessons.

(f) Definition of 12 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 a part-time employee works 4 school terms in a given year such employees will be regarded as having worked 12 months.

(iv) Senior School Officer Level 5

(a) An employee may be appointed as a Senior School Officer Level 5. A Senior School Officer can be called upon to perform the entire range of duties and possess the skills required of a level 4 employee in addition to the criteria outlined at paragraph (b) of this subclause.

(b) A Level 5 position is one where the employee:

- (1) undertakes duties similar to those indicative duties listed in Part C Level 5 School Officer Indicative Duties.
- (2) possesses a knowledge of workplace procedures and of the practices required by the employer including a detailed knowledge of complex procedures relevant to the position; and
- (3) has responsibility for the quality of their own work and, where appropriate, the work of those who are supervised; and
- (4) resolves complex operational problems and coordinates the work within a department of the school; and
- (5) assists in planning future department or school organisational needs; and
- (6) in conjunction with the teacher, plans teaching programs, prepares reports for parents, assists with the assessment and appraisal of students and may purchase resources; and
- (7) has 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 in service 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.

(v) Senior School Officer Level 5 or Level 6

An employer may appoint a Senior School Officer. A Senior School Officer employed at this level shall be proficient where applicable and without limiting the requirements for this position a Senior School Officer at this level can be required by the employer to:

- (a) perform the entire range of duties and possess the skills required of a Level 4 employee; and
- (b) exercise substantial responsibility, independent judgment and initiative with a detailed knowledge of complex office procedures; and
- (c) have and utilise advanced skills and knowledge in the operation of complex equipment and procedures; and
- (d) 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; and
- (e) 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.

(vi) Higher Duties

A School Officer required to temporarily perform duties of a Senior School Officer for more than one day shall be paid at the higher level for the whole period during which those duties are performed.

(vii) Appealing Classification of a Level 1 or a Level 4 Position

An employee who believes that their Level 1 or Level 4 position is incorrectly classified may appeal their classification in accordance with Diocesan procedures. Provided that the employer will provide a response to such appeal no later than one month after it is received and the employer shall provide reasons for refusing any such appeal. The success of the application shall depend upon the employee's satisfaction of the range of duties performed and the employee's skills and qualifications. Appointment to a new Level shall take effect from the first full pay period on or after the employer approves the application.

7. Wage Rates

Employees may be engaged to work either 48 weeks per year or during school terms only.

(i) Wage Rates - Employees Required To Work 48 Weeks A Year (the un averaged rate)

(a) Full-time Employees

The minimum weekly rate of pay for full-time employees shall, subject to the 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.

(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 percent 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 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 or Diocese, shall be paid for a minimum of 1 hour for each start.

(ii) Wage Rates - Employees Not Required to Work 48 Weeks of the Year (the averaged rate)

The provisions of this subclause shall apply to employees required to work school terms only (not including additional days worked pursuant to the provisions of Clause 9).

- (a) Full-time and part-time employees who are not required to work 48 weeks a year shall be paid in accordance the following formula:

$$0.9 \times W$$

Where W = weekly rate for employees required to work 48 weeks per year determined in accordance with paragraph (a) of subclause (i) of this clause

- (b) 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 (a) of this subclause, for the class of work performed by them.
- (c) The rate of pay of an employee determined by paragraphs (a) and (b) 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.

(iii) Part-Time Employees

- (a) Part-time employees shall be paid a minimum of 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 or Diocese, shall be paid for a minimum of 1 hour for each start.
- (b) 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 (v) of this Award.

(iv) 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.

8. Payment of Wages

(i) Fortnightly Payments

Wages shall be paid fortnightly in ordinary working time by electronic funds transfer into an account nominated by the employee.

(ii) Repayment of Excess Payments

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.

(iii) 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 clause 7, Wage Rates.
- (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:
- (1) during employment; or
 - (2) on termination of employment; or
 - (3) on death
- shall be at the rate prescribed by clause 7, Wage Rates.

9. Work During Pupil Vacation Periods

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. Pupil vacation periods do not mean 'student-free days' on which teachers attend work.

(i) Conditions for Working

The parties to the award agree that employees can be required to work up to seven days per school year. Work during pupil vacations is 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 during the Christmas pupil vacation period. Public holidays extend the actual period of time off work during the December/January closedown;
- (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 clause.

(ii) Casual Rates Apply

The employee is paid for each pupil vacation day at the appropriate casual rate of pay for the employee's level. If an employee is notified by the employer in accordance with sub clause (a) 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 level for that period(s);

(iii) 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 subclause (a), 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.

(iv) 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.

10. Hours

(i) Ordinary Hours:

The ordinary hours of work, of a full-time employee exclusive of meal breaks shall not without the payment of overtime exceed 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 8 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) Part-time employees who work on days the employee is not normally rostered to work shall be paid at the casual rate in accordance with clause 7(i)(c).

(vi) 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.

(vii) Make Up Time

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.

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 10, Hours, shall be overtime and shall be paid for at the un-averaged 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) 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. Provided that such election and agreement shall be evidenced in writing and kept with the time and wages records.
- (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.
- (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. 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

A meal break of between half an hour and one 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 gazetted public holidays specified in subclause (i) of this clause, an employee who is required to work 48 weeks per year 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.
- (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 (ii) of Clause 7, Wage Rates. 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 (ii) of Clause 7, Wage Rates 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.
- (iii) 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 15(ii) shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad \frac{A \times B}{C} = D$$

$$\text{Step 2} \quad D - E = F$$

$$\text{Step 3} \quad \frac{F \times G}{2} = H$$

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 15(ii) to an employee whose normal working hours have varied shall be calculated in accordance with the following formula:

$$\text{Step 1} \quad A - B = C$$

$$\text{Step 2} \quad \frac{C \times D}{E} = F$$

$$\text{Step 3} \quad F - B = G$$

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 15(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 15(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 15(iii) 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 15(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 then 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 15(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 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.
- (vii) 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.

17. Sick Leave

- (i) An employee shall be entitled to fifteen days' sick leave on full pay upon each anniversary of their continuous service which occurs after the first full pay period on or after 6 June 2005. The taking of sick leave, 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 6 June 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.

(vi) Portability

- (a) An employee who was previously employed with another Catholic Diocesan Employer as a full-time, part-time or temporary employee, and is employed by a Diocese, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause (iii) of this clause shall be credited to the employee as their accumulated sick leave on their commencement of their employment with the Diocese.

- (c) For an employee to be eligible for portability of sick leave under this clause, the employee must satisfy the following criteria:
 - (1) The employee has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the employee's employment terminating with the other Catholic Diocesan Employer.
 - (2) The former Catholic Diocesan Employer will provide to each employee on request on termination of employment, a completed version of the form set out in Annexure A of this award and the employee will provide the original completed form to the new Catholic Diocesan Employer within six school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wilcannia/Forbes, Wagga Wagga and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause the maximum sick leave portable between Catholic Diocesan Employers shall be 150 days.

18. Catholic Personal/Carer's Leave

- (i) 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:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) 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.
- (ii) 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(i)(c)(2).
 - (c) Where an employee, other than a casual employee, is not entitled to utilise sick leave credits pursuant to paragraph 18(i)(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(i)(c)(2).

- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 18(ii)(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.

(iii) Notification of Intention to Take Leave

In relation to sub-clauses 18(i) and 18(ii), 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.

(iv) Unpaid Leave for Family Purpose

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(i)(c) (ii) or paragraph 18(ii)(c) who is ill.

(v) 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.

19. Parental Leave

(i) See *Industrial Relations Act* 1996.

(ii) Paternity Leave

- (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.
- (b) 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.
- (c) The entitlement to paternity leave in paragraphs 19(i)(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.
- (d) The employee must, at least 4 weeks before proceeding on leave pursuant to paragraph 19(i)(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(ii)(c) above.

(iii) Adoption Leave

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 Clause 20 in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

20. Maternity Leave

- (i) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, and is granted maternity leave for a period of fourteen weeks or longer by the employer and commences maternity leave on or after 12 April 2005, shall be entitled to maternity leave in accordance with this sub-clause. Provided that the maternity leave shall commence 4 weeks prior to the anticipated date of birth and conclude not more than 12 months after the date of commencement of the maternity leave.
- (ii) The maternity leave shall be paid for fourteen 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 fourteen weeks then the period of paid maternity leave shall be for such lesser period).
- (iii) The employee may elect to be paid during the period of paid leave in subclause (b) of this 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.
- (iv) Where an employee applies for a lump sum payment in advance under subclause (c) of this clause, the teacher shall give the employer at least one month's notice of intention.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) Except as varied by this clause, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

21. Long Service Leave

- (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 19 Parental Leave, 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. 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(iv), 18(v), 18(vi) and 18(vii) 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) An employee required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The employee shall be required to reimburse to the employer any monies payable to the employee for such attendance (excluding reimbursement of expenses) which required the employee's absence from school.
- (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:

- (i) 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.
- (ii) If overtime continues beyond 10.00 pm. - the rate set by Item 1 of Table 2 in Part B;
- (iii) Where the employee agrees, an employer may supply his/her employees with a suitable meal in which case the allowance set out in paragraphs (a) and (b) of this clause shall not be payable;
- (iv) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.

25. First- Aid and Medication Allowances

- (i) 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 5 of Table 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.
- (ii) An employee who is required by an employer from time to time to dispense medication to pupils of the school shall be paid an allowance as set out in Item 3 of Table Two of Part B of this award. 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 extra 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 the rate as set out in Item 5 of the said Table 2, for 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) 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.

- (c) 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.
 - (d) 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.
- (ii) First Aid Kit
- A first-aid kit shall be supplied and readily available to all employees.
- (iii) Cleaning Equipment
- All materials, equipment, etc., required for cleaning purposes shall be supplied by the employer.
- (iv) Annual Medical Check-up
- Employees 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.
- (v) Meal Facilities and Accommodation
- Employees shall be supplied with facilities for tea making and heating food. Employers shall allow employees to partake of their meals or tea breaks in a suitable place protected from the weather (i.e. a staff room) and employees shall leave such place in a thoroughly clean condition.

28. 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 fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically 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.

29. Disputes Avoidance and Grievance Procedures

- (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.

30. 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 an 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.

31. Superannuation

(i) 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 Catholic Superannuation and Retirement Fund; or
 - (3) the Clerical Administrative and Retail Employees Plan; or
 - (4) 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.

(ii) 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.
- (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.

(iii) 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 31(ii)(f)(1), is calculated by the following formula:

$$\frac{\text{Level 1 employee}}{\text{casual hourly rate of pay}} \quad \times \quad \frac{19 \text{ eight-hour days}}{(1 \text{ month})}$$

or \$ 2,090.00, whichever is the greater.

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 de-skilling.

- (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 can be required to perform the duties of another employee at a lower level provided that the employee has the competence to perform those duties.
- (v) Employees covered by this award shall also perform work which is incidental or peripheral to their main tasks or functions.

33. No Extra Claims

- (i) It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 1 July 2008.
- (ii) The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for 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 1 July 2008 and no claim can be made for such increases.

34. Area, Incidence and Duration

- (i) This award shall apply to all employees as defined in clause 6, Classification, employed in Schools in New South Wales operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia Forbes or Wollongong or employed in Catholic High School, Griffith
- (ii) This award rescinds and replaces the School Support Staff (Country and Regional Dioceses) (State) Award 2001 published 13 July 2001 (326 I.G. 1) as varied.

This award shall take effect from 30 June 2005 and remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Wage Rates

Level	Annual Salary					
	From the first full pay period on or after 1 September 2004 (5.5% increase) \$	From the first full pay period on or after 28 January 2005 \$	From the first full pay period on or after 1 September 2005 (4% increase) \$	From the first full pay period on or after 1 July 2006 (4% increase) \$	From the first full pay period on or after 1 July 2007 (4% increase) \$	From the first full pay period on or after 1 July 2008 \$
1	34,534	37,849 (9.6%)	39,363	40,938	42,576	42,576
2	37,173	38,660 (4%)	40,206	41,814	43,487	43,487
2a		39,971	41,570	43,233	44,962	
3	39,693	41,281 (4%)	42,932	44,649	46,435	46,435
3a		42,589	44,293	46,065	47,908	
4	42,209	43,897 (4%)	45,653	47,479	49,378	49,378
5	44,386	46,161 (4%)	48,007	49,927	51,924	51,924
6	47,864	52,459 (9.6%)	54,557	56,739	59,009	59,009

Table 2 - Other Rates And Allowances

Item No	Clause No.	Brief Description	From the first full pay period on or after 1 September 2004 (5.5% increase) \$	From the first full pay period on or after 28 January 2005 (4% increase) \$	From the first full pay period on or after 1 September 2005 (4% increase) \$	From the first full pay period on or after 1 July 2006 (4% increase) \$	From the first full pay period on or after 1 July 2007 (4% increase) \$
1*	24	Overtime/Meal Allowance	9.34	10.92	10.92	10.92	10.92
2	25(i)	First-Aid Allowance	12.47 per week 2.49 per day	12.97 per week 2.59 per day	13.49 per week 2.70 per day	14.03 per week 2.81 per day	14.59 per week 2.92 per day
3	25(ii)	Medication Allowance	6.25 per week 1.25 per day	6.50 per week 1.30 per day	6.76 per week 1.35 per day	7.03 per week 1.41 per day	7.31 per week 1.46 per day
4*	26(iii)	Own Car Allowance For a vehicle 1500cc under	79.57 per week	93.02 per week	93.02 per week	93.02 per week	93.02 per week
		For a vehicle over 1500cc	98.36 per week	114.98 per week	114.98 per week	114.98 per week	114.98 per week
5*	26(iv)	Own Car Allowance For use on a casual or incidental basis	0.51 per km	0.60 per km	0.60 per km	0.60 per km	0.60 per km
6*	27(i)(a)	Laundry Allowance	5.55 per week	6.49 per week	6.49 per week	6.49 per week	6.49 per week

Note: * Items 1, 4, 5 and 6 to be adjusted for CPI increases from the first full pay period on or after 28 January 2005. Current rates have been adjusted to December Quarter 2004.

PART C

LEVEL 5 SCHOOL OFFICERS - INDICATIVE DUTIES

A Senior School Officer Level 5 may perform the following indicative duties

In conjunction with teachers, planning teaching programs;

In conjunction with teachers, preparing reports for parents;

Providing in service 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.

ANNEXURE A

Portability Of Sick Leave

Part to be completed by former Catholic Employer:

_____ was employed by the Diocese of: _____ and ceased work on _____
(Name of Employee) (Date)

At that time untaken sick leave with our employer over the proceeding _____ years of continuous service is as follows:

(Set Out Record)

e.g.	Last year of employment	_____	Sick Days
	Year 2 accumulation	_____	Sick Days
	Year 3 accumulation	_____	Sick Days
	Year 4 accumulation	_____	Sick Days
	Year 5 accumulation	_____	Sick Days
	Year 6 accumulation	_____	Sick Days

(Employer)

(Date)

Part to be completed by Employee:

Name of Employee:

Name of former Catholic Employer:

I, _____ was formerly employed by: _____
(Name of Employee) (Name of former Catholic Employer)

as a school Support Staff Employee from: _____ to: _____
(Date) (Date)

I commenced with the former Catholic employer on: _____
(Date)

Signature

(Date)

M. SCHMIDT J.

(1828)

SERIAL C4003**COAL MINING INDUSTRY (ACCIDENT PAY) INTERIM AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 6261 of 2004)

Before Mr Deputy President Grayson

20 June 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Coverage of the Award and Parties Bound
3.	Period of Operation
4.	Definitions
5.	Accident Pay
6.	Disputes Procedure

1. Title

This award shall be known as the Coal Mining Industry (Accident Pay) Interim Award 2004.

2. Coverage of the Award and Parties Bound

2.1 This award shall apply to all employees who:-

- (a) are employed by an employer who has been required, pursuant to section 31 of the *Coal Industry Act 2001*, to effect a policy of workers compensation insurance with the workers compensation company approved under section 9 of the *Coal Industry Act 2001*; and
- (b) who are engaged in work performed in the coal mining industry in New South Wales in the classes of work and classifications in the Federal Award.

2.2 This award shall not apply to employers who are respondent to the Federal Award.

2.3 This award binds:

The Construction, Forestry, Mining and Energy Union, New South Wales Branch;

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

The Electrical Trades Union of Australia, New South Wales Branch;

Any employer falling within the coverage of the Award.

3. Period of Operation

This award shall commence on 6 May 2005, and shall continue in force for a period of 3 years.

4. Definitions

- 4.1 Federal Award - means the Coal Mining Industry (Production and Engineering) Consolidated Award 1997, an award of the Australian Industrial Relations Commission.
- 4.2 The Act - means the *Workers' Compensation Act 1987* (New South Wales).

5. Accident Pay

- 5.1 An employee in receipt of weekly payments under the provisions of the *Workers' Compensation Act 1987* (New South Wales) will be entitled to receive accident pay from the employer subject to the conditions and limitations specified in this clause.
- 5.2 An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee, within the meaning of the said Act -
- (a) until such incapacity ceases; or
 - (b) until the expiration of a period of seventy-eight weeks from the date of injury,
whichever event shall first occur, even if the employer terminates the employee's employment within the period.
- 5.3 For the purposes of this clause accident pay means:
- (a) For the initial period of thirty-nine weeks from the date of injury a weekly payment representing the difference between:
 - (i) the weekly amount of compensation paid to the employee by virtue of the said Act; and
 - (ii) the weekly amount that would have been received by virtue of the Federal Award had the employee been on paid sick leave at the date of the injury, and had the Federal Award applied to the employee, the latter amount being an amount calculated at the rate appropriate to the employee's classification in the Federal Award for ordinary time hours of the shift the employee was unable to attend.
 - (b) For a further period of thirty-nine weeks a weekly payment representing the difference between the weekly amount of compensation paid to the employee by virtue of the said Act and the rate prescribed in the Federal Award from time to time for the classification of the incapacitated employee at the date of injury.
 - (c) In respect of incapacity for part of a week the amount payable to the employee as accident pay shall be a direct pro rata.
 - (d) An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
 - (e) In the event that an employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.
 - (f) Where the employee recovers damages from the employer or from a third party in respect of the said injury independently of the said Acts, such employee shall be liable to repay to the employer the amount of accident pay which the employer has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.
 - (g) The 78 week period commences from the first day of incapacity for work, which may be subsequent to the date of injury. Intermittent absences arising from the one injury are to be cumulative in the assessment of the 78 week limitation.

6. Disputes Procedure

- 6.1 The employee and/or their representative will confer with the employer and/or their representative to attempt to resolve the dispute. Should this not be successful either party may refer the matter to the Industrial Relations Commission of New South Wales.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1707)

SERIAL C4335

**DOWNER ENERGY SYSTEMS PTY LTD AND CLYDE BABCOCK-
HITACHI (AUSTRALIA) PTY LTD CONSORTIUM CONDONG &
BROADWATER CO GENERATION CONSTRUCTION PROJECTS
CONSENT AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, State Peak Council for Employees

(No. IRC 6482 of 2005)

Before The Honourable Mr Deputy President Harrison

12 December 2005

AWARD

Contents

Clause No.	Subject Matter
1.0	Title
SECTION A - THE AWARD	
2.0	Parties to the Award
3.0	Objectives
4.0	Induction
5.0	Period of Operation and Renewal of the Award
SECTION B - EMPLOYMENT CONDITIONS	
6.0	Contract of Employment
7.0	Rates of Pay and Payment of Wages
8.0	Hours of Work
9.0	Rest Periods, Crib Times and Meal Breaks
SECTION C - LEAVE ENTITLEMENTS	
10.0	Sick Leave
11.0	Annual Leave
12.0	Other Leave
13.0	Parental Leave
14.0	Personal/Carer's Leave
SECTION D - EMPLOYEE BENEFITS	
15.0	Workers Compensation and Sickness Benefits
16.0	Superannuation
17.0	Redundancy
SECTION E - ISSUE RESOLUTION	
18.0	Inclement Weather
19.0	Dispute Prevention Procedures
20.0	Procedure for Settling Disagreements over Safety Issues

SECTION F - MISCELLANEOUS

- 21.0 Time Records
- 22.0 Working Away from Home
- 23.0 Protective Clothing
- 24.0 Employee Representative
- 25.0 Mixed Functions
- 26.0 Compensation for Clothes and Tools
- 27.0 Occupational Health and Safety
- 28.0 Quality Assurance
- 29.0 Anti Discrimination
- 30.0 Role of Unions
- 31.0 No Extra Claims Commitment
- 32.0 On Site Register
- 33.0 Leave Reserved

Appendix A - Wage rates

Appendix B - Authority to obtain from DIMA details of immigration status

1.0. Title**1.1 The Title**

This Award is the Downer Energy Systems Pty Ltd and Clyde Babcock-Hitachi (Australia) Pty Ltd Consortium, Condong and Broadwater Co Generation Construction Projects Consent Award 2005.

1.2 Application of Award

This Award shall apply exclusively to all employees of Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd for the above Projects for whom classifications and rates of pay are provided herein.

This Award shall apply to any employee of contractors, subcontractors or suppliers of supplementary labour engaged by Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd (where those contractors, subcontractors or suppliers of supplementary labour are not a party to a relevant industrial instrument, which, on balance, contains rates of pay or conditions no less than those contained in this Award.)

1.3 The Agreement does not apply to:

- (a) Supervisory personnel.
- (b) Employees of Sunshine Sugar and Delta Electricity or its direct subcontractors and related Companies.
- (c) Persons engaged in the transportation of material and equipment to and from the site.
- (d) Engineers/technicians/surveyors.
- (e) Employees of public utility services eg: railway, telecommunications, electricity and local authorities or their direct subcontractors other than those directly contracted to the Consortium.
- (f) Security personnel.
- (g) Employee's of contractors engaged in connection with off-site manufacture and supply of equipment, infrastructure and materials associated with the Consortium's Condong and Broadwater co generation Projects.

- (h) Employees engaged on warranty work during or after construction of the Projects.

SECTION A - THE AWARD

2.0. Parties to the Award

- 2.1 The Parties to this Award are (1) Downer Energy Systems Pty Ltd and Clyde Babcock Hitachi (Australia) Pty Ltd (hereafter "Consortium") and their employees, (2) all contractors engaged by the Consortium and their employees their subcontractors and their employees (3) Unions NSW (4) and those unions who are affiliated to the Unions NSW and who are respondents to this award.

The union's respondent to this Award are the Australian Manufacturing Workers Union, The Australian Workers Union, the Electrical Trades Union of Australia NSW Branch, The NSW Plumbers & Gasfitters Employees Union, The Transport Workers Union of Australia NSW Branch and the Construction Forestry, Mining and Energy Union, Construction and General Division (NSW Branch).

3.0. Objectives

- 3.1 The key objectives of the Award are to:

encourage a high degree of employee participation, team work, trust and shared commitment to the goals of the Projects

develop skill improvement programs for employees;

maintain and consolidate a good safety record for the Projects;

promote measures to improve efficiency and minimise waste from construction activities;

promote measures to minimise the impact of construction work on the environment;

provide a set of agreed employment conditions.

4.0. Induction

- 4.1 Prior to the commencement of work on site, all project employees shall be required to attend and undertake a project induction session. Officials of the respondent parties may attend these sessions. Employees will have to demonstrate a clear understanding of the issues raised in the induction, prior to beginning actual work.

- 4.2 Inductions will include information and the provision of relevant documentation on the following:

the scope, purpose and anticipated duration of the project;

the Project Award and how it governs the contract of employment of each employee;

compliance with the requirements for legislative, employer, employee and site safety and environmental standards;

the cooperative objectives of this award;

the specific dispute resolution procedures of this award.

5.0. Period of Operation and Renewal of the Award

- 5.1 This Award shall operate from 1st October 2005.

- 5.2 The Award will operate for three (3) years.

- 5.3 The parties agree to set this Award aside at the achievement of Practical Completion Date (PCD) of each project.
- 5.4 This award rescinds and replaces the Condong and Broadwater Co-Generation Construction Projects Consent Award 2003 published 21 November 2003 (342 I.G. 106).

SECTION B - EMPLOYMENT CONDITIONS

6.0. Contract of Employment

- 6.1 Except for a casual employee (as defined) employment shall be by the week. One (1) week's notice of termination of employment shall be given on either side or one (1) week's pay shall be paid or forfeited.
- 6.2 A casual employee is employed on an hourly basis and paid as such with a minimum payment of four (4) hours. Casual employees shall be paid a 25% casual loading in compensation for other benefits under this Agreement to which a casual employee has no entitlement. The casual employee is entitled to pro-rata redundancy payments and Superannuation in accordance with the Superannuation legislation.
- 6.3 Where casual employees are engaged on the Project, the engagement shall not exceed four (4) weeks duration unless agreement is reached between the parties to the Agreement. Then, the engagement of a casual employee may be extended for a further two (2) weeks. Agreement to an extension of engagement shall not be reasonably withheld.
- 6.4 The parties are committed to engagement of employees on a weekly basis. The use of casual employees is intended to be kept to a minimum number.

7.0. Rates of Pay and Payment of Wages

- 7.1 The ordinary rates shall be those rates as outlined in Appendix A - 'Wage Rates'. The allowances (where applicable) shall be those allowance prescribed in this Award. If a company with higher EBA rates comes on site the employees of that company will receive the higher amount. The company's EBA will have no effect on the rates in this Agreement and there will be no claim against a higher rate under this agreement.
- 7.2 All wages, allowances and other monies shall be paid by electronic funds transfer. Payments shall be paid into an employee nominated account with a recognised financial institution and, subject to the provisions of 7.4 and 7.6, be available to the employee not later than the cessation of ordinary hours of work on Thursday of each working week.
- 7.3 An employee kept waiting for their wages on the nominated payday for more than an hour after the usual time of ceasing work shall be paid at overtime rates for a maximum of four (4) hours. This shall not apply where the employer has taken all reasonable steps to process the payment and the delay is because of fault, error or delay of the transfer of funds within the banking system.
- 7.4 Provided that in any week in which a holiday falls on a Friday wages accrued shall be paid on the previous Wednesday night and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.
- 7.5 An employer shall not keep more than three (3) days wages in hand.
- 7.6 When notice is given in accordance with Clause 8 - Contract of Employment, of this Award all monies due to the employee shall be paid at the time of termination. Where notice is forfeited, payment must be made within three (3) working days of the termination.
- 7.7 Particulars of details of payment to each employee shall be included in a statement handed to the employee at the time payment is made and shall contain the following information:
- (a) Date of payment

- (b) Period covered by such payment
- (c) The hours worked for which payment is made
- (d) The amount of wages paid for work at ordinary rates
- (e) The gross amount of wages and allowances paid
- (f) The amount of each deduction made and the nature thereof
- (g) The net amount of wages and allowances paid
- (h) The name of the Company employing the employees
- (i) The amount salary sacrificed (if any)
- (j) The number of hours paid at overtime rates and the amount paid therefore
- (k) The amount of allowances or special rates paid and the nature thereof

7.8 Other Entitlements

7.8.1 Tool Allowance

A tool allowance of \$23.65 per week shall be paid for all purposes of the award to all tradespersons.

7.8.2 In Charge of Plant allowance

Where an employee is required by their employer:

- (a) to operate a piece of plant as defined for more than two (2) days in any given week;
- (b) to conduct regular maintenance checks i.e. complete daily checklists and provide to their supervisor on that plant and to undertake minor servicing eg refuelling, greasing, oil replacement, tyre maintaining, tyre pressure;
- (c) That employee will be paid an allowance of \$27.50 per week flat.

7.8.3 First Aid Allowance

Employees who hold current industry recognised First Aid qualifications and are nominated by the employer to utilise that qualification shall be paid an allowance of \$2.30 per day (flat) for each day worked.

7.8.4 Leading Hand Allowance

A person specifically appointed to be a leading hand shall be paid at the rate of the undermentioned hourly amounts above the hourly rates of his/her own rate.

	\$ per hour
(a) In charge of not more than one person	0.38
(b) In charge of two and not more than five persons	0.86
(c) In charge of six and not more than ten persons	1.09
(d) In charge of more than ten persons	1.45

This allowance is to apply for all purposes of this award.

7.8.5 Other Allowances

- (a) Specialist Skills - Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

Electrical Licence	\$30.50 per week
Electrical Special Class	\$48.20 per week
Electrical Instrument Fitter	\$48.20 per week
Instrument, complex systems	\$48.20 per week

- (b) Specialist Skills - Mechanical

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

Instruments	\$48.20 per week
Instrument, Complex Systems	\$48.20 per week
Special Class Welders	\$48.20 per week

- (c) Plumbing Trades:

Plumbing Licence	\$42.00 per week
Plumbing Registration	\$20.90 per week

- (d) Refractory Allowance \$1.56 per hour (Trades) \$1.34 per hour (Labourer)

7.9 Fares and Travel

- (a) Employees who reside and travel up to 50 kilometres from the workplace.

All payments for fares and travelling are included in the rates of pay at Appendix "A". No additional payments shall be claimed or made.

- (b) Employees who reside and travel more than 50 kilometres and up to 100 kilometres from the workplace.

Employees who so reside and travel shall be paid \$25.00 per day worked in addition to the payments for fares and travel up to 50 kilometres included in the rates of pay at Appendix "A".

8.0. Hours of Work

- 8.1 The ordinary hours of work as defined below for Employees will be for the purposes of this Award be worked between 6.00 am and 6.00pm.

- 8.2 The ordinary working hours shall be worked in a 5-day cycle, Monday to Friday inclusive, with eight (8) hours worked for each of Monday to Thursday and six (6) hours on Friday.

8.3 Overtime and Special Time

- 8.3.1 All hours in excess of the ordinary hours on any day shall be paid at the rate of:

Day	Overtime Rate
Monday to Thursday	After eight (8) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%.
Friday	After six (6) ordinary hours, the first two (2) hours of overtime at 150% and the remainder at 200%.

Saturday	First two (2) hours of overtime at 150% and the remainder at 200%. All work after noon at 200%. On a Saturday, an employee must be provided with or paid for a minimum of four (4) hours work.
Sunday	All overtime hours worked at 200%. On a Sunday, an employee must be provided with or paid for a minimum of four (4) hours work.
Public Holidays	All hours worked at 250%. On a Public Holiday, an employee must be provided with or paid for a minimum of four (4) hours work.
Recall to Work	Payment at the appropriate overtime rate for the day of the week with a minimum of four (4) hours.

8.3.2 When an employee, after having worked overtime and / or a shift for which he/she has not been regularly rostered, finishes work at a time when their usual means of transport is not available the employer shall provide him/her with conveyance to his/her home or to the nearest public transport.

8.3.3 An employee who:

- (a) That has not had at least 10 consecutive hours off duty before recommencing the next shift.
- (b) And who, on the instructions of the employer, resumes or continues to work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she has had ten (10) consecutive hours off duty without a loss of ordinary working time pay.
- (c) Has worked continuously (except for meal and crib times allowed by this Agreement) for sixteen (16) hours shall not be required to continue at or commence work for at least twelve (12) hours.
- (d) These provisions shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked for the purpose of changing shift rosters; or where a shift worker does not report for duty and day worker or shift worker is required to replace such shift worker; or where a shift is worked by arrangement between the employees themselves.

8.3.4 The provisions of Clause 8.3.2 and 8.3.3 shall apply in respect of work on a Public Holiday.

8.3.5 No apprentice under the age of 18 years shall be required to work overtime or shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent his/her attendance at T.A.F.E.

8.4 Crib Breaks on Weekend Work

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, that employee shall be allowed to take a paid crib time of 20 minutes which shall be paid at the ordinary rate of pay.

8.5 Public Holidays

8.5.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay.

New Year's Day
Australia Day
Good Friday
Easter Monday
ANZAC Day
Queen's Birthday
Eight-Hour Day or Labour Day
Christmas Day
Boxing Day
Newcastle Show Day or local show day (as agreed)
Picnic Day - 1st Monday in December

8.5.2 If any other day is substituted for any of these holidays by a State Act of Parliament or State Proclamation, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement, for holidays covered by this award.

8.5.3 Where the employer and the majority of directly affected employees agree any of the days in 8.5.1 may be substituted for another day. When this occurs the substituted day becomes that Public Holiday and the original day becomes an ordinary working day.

8.5.4 Easter Saturday - only an employee who normally works ordinary time, not overtime, on Easter Saturday shall be entitled to an ordinary days pay if Easter Saturday is not worked and not otherwise. All employees shall be entitled to public holiday penalty rates if Easter Saturday is worked.

8.5.5 An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages of each holiday which falls within 10 consecutive days after the day of termination.

8.5.6 Where any two or more of the holidays prescribed in this Award occur within a 7 day span, these holidays shall for the purpose of this Award be a group of holidays. If the first day of the group holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.

8.5.7 No Employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.

8.5.8 An employee who has worked as required by his employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his employer or is absent with reasonable cause, shall be entitled to payment for the payment the public holiday. An absence arising by termination of employment shall be not be reasonable cause.

8.5.9 The employer will require from an employee, proof of picnic day attendance, i.e. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday of December each year.

8.6 Shift Work

8.6.1 For the purposes of this clause:

(a) "Day shift" means a shift commencing between 6am and 8am.

- (b) "Afternoon shift" means a shift finishing after 9.00pm and at or before 11.00pm.
- (c) "Night shift" means a shift finishing between 11pm and at or before 7.00am.
- (d) "Morning shift" means finishing after 12.30pm and at or before 2.00pm.
- (e) "Early afternoon shift" means a shift finishing after 7.00pm and at or before 9.00pm.

8.6.2 Where an employee is employed continuously (inclusive of Public Holidays) for five (5) shifts Monday to Friday, the following rates shall apply:

- (a) Afternoon and Night Shift - Ordinary Time plus 50%.
- (b) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

8.6.3 In the case of broken shifts (i.e. less than five (5) consecutive shifts Monday to Friday) the rates prescribed shall be: Ordinary time plus 50% for the first two (2) hours and double ordinary time rates thereafter.

Provided that where a job finishes after proceeding on shift work for more than five (5) consecutive days or the employee terminates his/her services during the week, he/she shall be paid at the rate specified in this Award hereof for the time actually worked.

8.6.4 The ordinary hours of both afternoon and night shifts shall be eight (8) hours daily inclusive of meal breaks.

Where shift work comprises three (3) continuous and consecutive shifts of eight (8) hours each per day, a crib time of 20 minutes duration shall be allowed in each shift, and shall be paid for as though worked. Such crib time shall be in lieu of any other rest period or cessation of work, elsewhere prescribed by this award. An employee shall be given at least 48 hours' notice of the requirements to work shift work.

8.6.5 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

8.6.6 All work paid in excess of shift hours, Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

8.6.7 The provisions of this Award relating to hours (38 hour week) and leave shall apply to all employees working shift.

9.0. Rest Periods, Crib Times and Meal Breaks

9.1 Employees will be entitled to a ten (10) minute meal break (without a deduction in pay) to be taken within the first 3 hours of commencing work on all days worked.

9.2 A lunch break of thirty (30) minutes (non-paid) will be taken between the hours of 12.00 noon and 1.00 pm.

9.3 Meal Allowance and Crib Time

When an employee is required to work overtime after the usual ceasing time for the day or shift for one and a half hours he/she shall be paid \$19.50 (non-taxable) in lieu of the "Meal Allowance" provision and the 40 minute "Crib Time Allowance.

If the employee is required to remain at work for a further four hours he shall be paid a further \$19.50 for this and any subsequent one and a half hours of overtime.

- 9.4 Employees engaged in the pouring, placing and finishing of concrete may be called upon to work during recognised meal breaks, the additional rates of pay shall be double time until the employee takes a meal break, the rate of pay shall revert to single time on taking a meal break

SECTION C - LEAVE ENTITLEMENTS

10.0. Sick Leave

- 10.1 An employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled sick leave subject to the following conditions and limitations:

- (a) He/she shall within one (1) hour of the scheduled commencement of such absence inform their employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.

Where because of the nature of the inability to attend for work it is impractical for the employee to notify within one (1) hour of the scheduled commencement time, the employee must do so at the first available opportunity.

- (b) He/she shall prove to the satisfaction their employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during his/her first year of employment with their employer shall be entitled to sick leave entitlement at the rate of one (1) day at the beginning of each of the first ten calendar months.

- 10.2 Employees will be allowed a maximum of one (1) day of sick leave without a medical certificate. All sick leave beyond one (1) day will require a medical certificate for such leave to be paid their employer may agree to accept from the employee a statutory declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

- 10.3 If an employee is terminated by an employer and is re-engaged by an employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

- 10.4 In such case the employee's next year of service will commence after a total of twelve months has been served from the date of re engagement.

11.0. Annual Leave

- 11.1 Period of Leave

Employees (other than casual employees) shall accrue annual leave at the rate of 1.667 days for every month worked.

- 11.2 Employees employed on rotating shift work which is worked over a period of seven days per week shall accrue annual leave at the rate of 2.083 days for every month worked.

- 11.3 Method of Taking Leave

- (a) Where an entitlement to annual leave exists such leave may be taken in such periods, and at such times as agreed between the employer and the employee.
- (b) Any request of annual leave (by the employee) shall not be unreasonably refused. In the event of lack of agreement between the parties the matter shall be referred to a Board of Reference.

11.4 Proportionate Leave on Termination

Where an employee has given five (5) working days or more continuous service (other than a casual employee), inclusive of any agreed day off, and he/she either leaves his/her employment or his/her employment is terminated by his/her employer he/she shall be paid any untaken annual leave.

11.5 Broken Service

Where an employee breaks his/her continuity of service by an absence from work without the permission of the employer, the amount of leave to which he/she would have been entitled under 16.1 and 16.3 hereof shall be reduced by one-forty eighth for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

A reduction shall only be made in respect of any absence where the employer informs the employee in writing within fourteen (14) days of the absence.

11.6 Calculation of Continuous Service

The following shall be included as time worked for the purpose of calculation of continued service:

- (a) Illness or accident up to a maximum of four (4) weeks after expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury Service;
- (d) injury received during the course of employment and up to a maximum of 26 weeks for which he/she received worker's compensation;
- (e) Where called up for military service for up to three (3) months in any qualifying period;
- (f) Long service leave;
- (g) Any reason satisfactory to your employer or in the event of a dispute to the appropriate Board of Reference.

11.7 Leave Payment

- (a) Payment for Period of Leave.

Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to him/her during the currency of leave.

- (b) Annual Leave Loading.

In addition to the payment prescribed in paragraph (a) hereof an employee shall receive during a period of annual leave a loading of 17.5% per cent calculated on the employees hourly rate as defined in Appendix A.

- (c) An Employee who is granted Annual leave and receives payment subsequent to being transferred from the Construction Site to another work location, is entitled to receive the benefits of this Agreement in respect to the Employee's service on the Project.

11.8 Prohibition of Alternative Arrangements

An employer shall not make payment to an employee in lieu of annual leave or any part thereof.

12.0. Other Leave

12.1 Jury Service

An employee required to attend for jury service shall be entitled to have his/her pay made up by his / her employer to equal his/her ordinary pay as for eight (8) hours per day plus fares whilst meeting this requirement. The employee shall give the employer proof of such attendance and the amount received in respect of such jury service.

12.2 Bereavement Leave

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, grandparent, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of his / her employer.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a defacto wife or husband.

Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to be paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies, and that any dispute as to the granting of unpaid bereavement leave will be resolved in accordance with the disputes procedure of this award.

13.0. Parental Leave

Employees will be entitled to Parental Leave in accordance with the NSW Industrial Relations Act.

14.0. Personal/Carer's Leave

(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 10, 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.
- (f) 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.

(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 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.

SECTION D - EMPLOYEE BENEFITS

15.0. Workers Compensation and Sickness Benefits

The Employer will provide top-up insurance 24 hour 7 days a week accident cover with a union approved industry scheme such as UPLUS or a similar fund.

16.0. Superannuation

- 16.1 Each employer will contribute an amount of \$100.00 per week for each employee or the Superannuation Guarantee Levy whichever is the greater.
- 16.2 The payment will be made to CBUS or other agreed scheme.
- 16.3 Should the legislation require a contribution greater than the amount nominated in 19.1 then the greater amount will apply.
- 16.4 An employee engaged on site from time to time for less than a completed week of employment shall have their employer funded superannuation contributions topped up where necessary on a daily basis calculated by dividing the relevant rate above by 5. Such payments shall not apply where an employees employer funded contribution under the Superannuation Guarantee Charge exceeds the weekly contribution rate under this clause.

17.0. Redundancy

- 17.1 Each employee will be entitled to receive a redundancy payment for each week of service of \$75.00 (paid to A.C.I.R.T., MERT or other agreed redundancy fund.).
- 17.2 Employees engaged on-site, from time to time for less than a completed week of employment shall be paid \$2.00 per hour flat for all ordinary hours worked to a maximum of 38 hours per week, in lieu of the required contribution on behalf of employees into A.C.I.R.T., MERT or other agreed redundancy fund.
- 17.3 As a consequence of the relevant payment in 17.1 or 17.2 no other payments for redundancy need be made by the employer to any employee for the period the employee is engaged on this Project.

SECTION E - ISSUE RESOLUTION

18.0. Inclement Weather

- 18.1 The parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes 'inclement weather'. The object is to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and work can continue in an orderly fashion during periods of inclement weather. Employees will accept transfers from an exposed work area to a work area not affected by inclement weather if useful work is available within the scope of the Employee's skill, competence and training.

- 18.2 "Inclement Weather" shall mean the existence of abnormal climatic conditions (whether they be those of rain, hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like), by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- 18.3 During and after periods of inclement weather the Consortium Project Manager, after consultation with the Safety Committee or employee safety representative, will determine any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the NSW Occupational.
- 18.4 Where the initiatives described in 18.3 above are not possible or non-productive, the use of non-productive time may be used for activities such as relevant and meaningful skill development, safety training, presentation and participation in learning, planning and reprogramming of the project.
- 18.5 Where a concrete pour has been commenced prior to the commencement of inclement weather, employees may be required to complete such concrete pour to a practical stage and for such work, shall be paid at the rate of double time calculated to the next hour and in the case of wet weather.

19.0. Dispute Prevention Procedures

- 19.1 The Parties to this Award agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between the Consortium and its Employees and to ensure that the Client and Consortium achieve the completion of the job within the specified time and cost.
- 19.2 If an Employee has a grievance arising out of his or her employment with the employer, the Employee may notify the Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought. The Employee may request an Employee member of the consultative Committee to be present at the meeting.
- 19.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate and designated area Union organiser.
- 19.4 If the matter is still not resolved, the Employee may request the Project Manager to refer the grievance to the State Manager and the relevant Union Secretary or nominee.
- 19.5 If the matter is not resolved at this stage the Unions NSW shall be requested to become involved.
- 19.6 If the above process does not resolve the grievance either of the parties may refer the grievance to the Industrial Relations Commission of NSW for determination. Subject to the legal rights of the Parties the determination of the Commission shall be binding on the Parties.
- 19.7 Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising. Neither party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

20.0. Procedure for Settling Disagreements Over Safety Issues

- 20.1 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and Employees/workers will use any alternate safety access to such safe working areas while the usual access is being rectified.
- 20.2 Should the project be in dispute on the basis that the whole project is thought to be unsafe, the following procedures shall apply:

Employees shall not leave the site.

Immediate inspection of the project involving both Consortium and Employee representatives of the site Safety Committee shall take place.

Consortium will nominate in consultation with the safety committee the Order of priority the work areas to be inspected by the Safety Committee.

The inspection shall identify the safety rectification work needed to take place in each work zone.

As zones are agreed for rectification, all employees/workers who can be gainfully employed shall immediately commence rectification works.

Upon verification that such rectification has been completed, productive work will resume. Such resumption of work shall take place progressively as each work area has been cleared.

Should any dispute arise then the Project Manager will immediately call a Work Cover Inspector to assist on the procedures required for rectification.

SECTION F - MISCELLANEOUS

21.0. Time Records

21.1 Employers shall keep a record of the following:

- (a) The name of each employee and his/her classification and rate of pay;
- (b) The hours worked each day;
- (c) The gross amount of wages and allowances paid;
- (d) The amount of each deduction made and the nature thereof;
- (e) The net amount of wages and allowances paid;
- (f) The Workers Compensation Policy or other satisfactory proof of insurance such as a renewal certificate;
- (g) Any details of taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYG Tax, whether under a Group Employer's Scheme or not;
- (h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the date of the last payment, and the period for which that payment applies (where such documentation is available under State Legislation);
- (i) Superannuation and Redundancy Scheme contributions;
- (j) Employees 24 hour sickness and accident policy.

21.2 All records and documentation referred to in the above clause, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this agreement in accordance with the terms of the NSW Industrial Relations Act.

22.0. Working Away from Home

22.1 Entitlement

- (a) The employer shall provided a distant worker with reasonable board and lodging at no cost to the employee or pay a living away from home allowance of \$70.00 per day up to a maximum of \$ 490.00 per week when employed on the Project site at such distance from the employee's usual place of residence that the employee cannot reasonably return each night.

It shall be considered impractical where the distance travelled exceeds 100km (by the shortest practical route) from the project to the usual place of residence.

For electrical tradespersons (including special class), the amount of living away from home allowance as provided for in the Electrical, Electronic and Communications Contracting Industry (State) Award shall be substituted for the amounts in this provision.

- (b) The employer shall provide an itinerant worker acceptable board and lodging at reasonable cost - (caravan allowance of \$156.70 per week or \$22.60 per day or the cost of the caravan site whichever is the greater).

22.2 Procedure

- (a) The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.
- (b) The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employer's records when the employee completes the Application Format the pre employment interview.
- (c) An employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the employer's obligations under this clause.
- (d) Subject to the provisions of the NSW Industrial Relations Act it shall be sufficient grounds for termination that an employee provides false and/or misleading information as to his/her place of residence.

22.3 Usual Place of Residence

In determining "usual place of residence" the employer shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as a motor driver's licence may be provided and accepted in lieu of the statement in writing.

The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.

An employee shall notify the employer in writing of any subsequent change to his usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to the provisions of this Clause, unless the employer agrees.

22.4 Mobility

Where an employee is sent from their usual locality to another, they shall whilst necessarily travelling be paid travelling time and expenses as follows:

- (1) The rate of pay for travelling time shall be ordinary rates.
- (2) The maximum travelling time to be paid for shall be twelve hours out of every twenty four hours, or when a sleeping berth is provided by the employer for all night travel, eight hours out of every twenty four.
- (3) Expenses for the purpose of this clause means:

All fares reasonably incurred. The fares allowed shall be for bus, economy air, second class rail travel, except where all night travelling is involved, then they shall travel first class, with sleeping berth, where available.

Reasonable expenses incurred whilst travelling including \$9.30 for each meal taken.

A reasonable allowance to cover the cost incurred for board and lodging.

- (4) Where an employee proceeds to a distant construction site and provided that the employer obtains a statement in writing from the employee of their usual place of residence at the time of engagement, no subsequent change of address shall vary the entitlements under this clause unless the employer agrees.
- (5) Rest and Recreation - Rail and Road Travel: An employee who qualifies for the provisions of this clause, may, after two months continuous service, and thereafter at station nearest to their usual place of residence, on the pay day which immediately follows the date on which they return to the job. Provided, that no delay not agreed with the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.

Provided further, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of two or three months, then the provisions of this subclause shall have no application.

- (6) Air Travel:

The following conditions shall apply to an employee who is located in any area to which air travel is the only practical means of travel:

The employee may return home after four months continuous service and shall in such circumstances be entitled to two days leave of which one day shall be paid.

Thereafter, the employee may return to their usual place of residence after each further period of four months continuous service, and in each case they shall be entitled to two days leave of which one day shall be paid.

Payment for leave and reimbursement for any economy class air after paid by the employee shall be made at the completion of the first pay period commencing after the date of return to the job.

Provided further, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of four months, then the provisions of this subclause shall have no application.

- (7) Limitation of Entitlement:

This entitlement shall be taken as soon as is reasonably practical after becoming due and shall lapse after a period of two months. Provided, that the employee has been notified in writing by the employer in the week prior to the entitlement becoming due and of the date that the entitlement will lapse if it is not taken by the employee. (Proof of the written notice shall lie with the employer.)

- (8) Service Entitlement

For the purposes of this paragraph, service shall be deemed to be continuous, notwithstanding an employee's absence from work as prescribed.

- (9) Variable Return Home

In special circumstances, and by agreement with the employer, the return to the usual place of residence may be granted earlier or taken later than the prescribed date of accrual without alteration to the employee's accrual entitlements.

(10) Non-Payment in Lieu

Payment of fares and leave without pay as provided shall not be made unless taken by the employee.

(11) Termination

An employee shall be entitled to notice of termination in sufficient time to arrange transport at termination or shall be paid as if employed up to the end of the ordinary day before transportation is available.

22.5 Definitions

- (a) "Distant Worker" means an employee who has provided satisfactory evidence that due to engagement on the construction site he/she is unable to reasonably return home each night.
- (b) "Itinerant Worker" means an employee with no fixed address.
- (c) "Local Worker" means an employee whose usual place of residence is within the local area.
- (d) "Reasonable Board and Lodging" means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (e) "Living Away From Home Allowance" means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7). Provided further, that if the employee satisfies the employer that he/she reasonably incurred a greater outlay than any prescribed the allowance shall be increased to match the outlay.

23.0. Protective Clothing

23.1 Mandatory Equipment

All employees engaged to work on site will be supplied with appropriate safety footwear and safety helmets before commencing work on the project.

These items must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way. Damaged and/ or worn footwear and helmets will be replaced on a fair wear and tear basis.

23.2 Job Related Equipment

Where required, the employer will supply the following protective equipment/materials for use on specific work tasks:

Factor 30+ protective sun screen;

Hearing protection;

Eye protection;

Gloves;

Safety harnesses;

Gumboots;

Hat Brims;

Dust Masks

In addition, one (1) pair of UV-rated safety glasses which conform to AS 1337 will be provided to employees who are required to work on reflective surfaces outdoors. Glasses will be replaced on a fair wear and tear basis.

23.3 Clothing Issue

Australian made protective clothing of 1 shirt and 1 pair of trousers will be available to all employees on commencement with an additional issue of 1 shirt and 1 pair of trousers at the completion of 152 hours period with the project.

Plus 1 warm and water resistant jacket. Electricians will be issued with a wool jacket in lieu there of.

24.0. Employee Representative

24.1 An employee elected as an Employee Representative shall be recognised as the accredited representative of the employees on the project and be allowed all necessary time during working hours to attend and submit to their employer, matters affecting the employees he/she represents. Provided that the foregoing does not relieve the Employee Representative of the obligation imposed upon him/her by his/her employer.

24.2 Prior to termination or transfer of any employee representative two (2) days notice shall be given to any Employee Representative and the union if the Representative is a member of the union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of Management to transfer or terminate the Employee Representative or terminate his/her service the matter shall be resolved in accordance with the Disputes Settlement procedure of this Award.

25.0. Mixed Functions

An employee engaged for more than 2 hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for 2 hours or less during one day, he/she shall be paid the higher rate for the time so worked.

26.0. Compensation for Clothes and Tools

(1) An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him/her as may be agreed upon between him/her and his/her employer or, in default of agreement, as may be resolved in accordance with the disputes settlement procedure.

(2) An employee shall be reimbursed by their employer to a maximum of \$1,249.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at their employer's direction in a room or building on their employer's are lost or stolen while being transported by the employee at their employer'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 his/her own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(3) Where an employee is absent from work because of illness or accident and has advised their employer in accordance with the Sick Leave notification obligations, their employer shall ensure that the employee's tools are securely stored during his absence.

(4) When their employer requires an employee to wear spectacles with toughened glass lenses their employer will pay the cost of the toughening process.

- (5) Provided that for the purposes of this clause:
- (a) Only tools used by the employee in the course of their employment shall be covered by this clause.
 - (b) The employee shall, if requested to so, furnish their employer with a list of tools so used.
 - (c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
 - (d) The employee shall report any theft to the police prior to making a claim on their employer for replacement of stolen tools.

27.0. Occupational Health & Safety

- 27.1 The Consortium has a goal of a total injury free workplace. This can only be achieved with joint co-operation between management and all employees.
- 27.2 All staff and employees at this Project will be required to conform to and strictly observe the Safety Manual and Procedures, client's Site Safety Policies and Procedures, all Regulations and Codes of Practice and safety statutes under State Government Legislation.
- 27.3 Safety in the workplace is everyone's responsibility. The active and constructive participation of all employees is encouraged in:
- (a) Consistently carrying out housekeeping so that the workplace is maintained in a clean and reasonable condition.
 - (b) Exercises in emergency procedures.
 - (c) Safety training programs.
 - (d) Safety audits.
 - (e) Incident/injury reports and accident investigation.
 - (f) Other related safety procedures and activities.
 - (g) Setting a personal safety example.
 - (h) Exerting every effort to prevent accidents during the course of employment.
 - (i) Ensure that the safety of all operations at the workplace is considered before each job is commenced.
 - (j) Elevating everyone's safety awareness so that every precaution is taken to minimize areas of potential hazards.
 - (k) Obtaining a first aid certificate.
- 27.4 In the interests of everyone's safety the Consortium has introduced a Policy on Smoking in the Workplace. Smoking is not permitted in offices, brew rooms, toilets, vehicles, closed in workshops or stores, or where other employees can inhale smoke. Smoking is also not permitted on sites where the client has identified potential hazards.
- 27.5 It is forbidden to consume, carry or be under the influence of intoxicating liquor and or non-prescribed drugs, within the boundary of any work area. Failure to observe this requirement will result in disciplinary action.

- 27.6 Horseplay, unruly behaviour, fighting, wilful damage to Company Assets will not be tolerated and will result in disciplinary action.
- 27.7 Where a safety issue exists, employees shall follow the "agreed" Hazard Rectification Procedure.
- 27.8 Where an employee is injured or suffers an illness arising out of activities at work, it is a requirement that the employee attend a Company nominated Medical Practitioner.

The Company Medical Practitioner is aware of the type of work duties available at the workplace and is best suited to assist the employee and the Company to recommend a rehabilitation process and alternative duties as appropriate, that will encourage an early return to work.

- 27.9 Where an employee is injured or suffers an illness arising out of activities at work, entitlements will be in accordance with relevant prevailing Workers Compensation.

28.0. Quality Assurance

- 28.1 Consistent with the aims of the Consortium to obtain ongoing repeat business from our Clients, we must provide a quality product.
- 28.2 The Company has SGS accreditation of Quality Assurance Systems to ISO9002.
- 28.3 All employees are required to work to the Quality systems and procedures, and accept responsibility and sign off checklists, inspection and test plans, non-conformance reports, etc.

29.0. Anti - Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable step 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 term 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 tot his 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 this clause.

NOTES

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

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

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

- (6) These orders shall operate on and from today until further order of the Commission.

30.0. Role of Unions

Employers shall establish procedures so that all reasonable steps are taken to ensure that employees, including subcontractors' employees understand the benefits flowing to them. from the development of this Award, having only been obtained for them by the Union, and that the Company is Union friendly and encourages them to be financial members of the relevant union.

- (a) Where requested by the Union and authorised by the employees, the Company will assist with deductions of Union fees and any arrears payable to the Union.
- (b) To facilitate effective representation of employees, the Company authorises accredited Union officials to discuss relevant Union matters, and issues during ordinary hours of work, the Union official will notify the Company prior to such meetings.
- (c) To assist in the communication process all employees will be released for a one hour paid meeting per quarter. Times will be set by the site consultative committee and agreement of management.

31.0. No Extra Claims Commitment

No claims for wages and conditions in excess of this Award during its period of operation will be made.

32.0. on Site Register

The Consortium will require that all contracts with Contractors include the following terms and conditions:

- (a) That all sub-contracts shall be in writing, and
- (b) That this award shall form part of the conditions of such contracts, and bind all such contractors and sub-contractors, and
- (c) That sub-contractors will be required to meet all relevant statutory and other legal obligations for their employees.

The practice of all-in payments, cash-in-hand payments or pyramid contracting will not be tolerated on this project.

The Peak Council will be kept advised of contractors coming on to site. The contractors will ensure that employees hold the necessary qualifications to enable work to be performed in a safe and efficient manner.

The Consortium shall instruct each contractor to keep, on site a register containing information of every employer and employee engaged on the site. Each contractor shall supply a copy to the Project Manager. The Register shall contain the following.

Prior to commencing work on site potential employees must provide and certify as correct to their employer, who will provide to the Project Manager, the following information:

- (a) Name and residential address of Employee.
- (b) Name and address of employer and ACN/ABN Number.

- (c) Classification and Certificate details.
- (d) Induction date.
- (e) Union and ticket number (where applicable and if voluntarily provided).
- (f) Superannuation scheme name and employee number.
- (g) Long Service Leave Number.
- (h) Workcover Ticket-Permit Number.
- (i) Redundancy scheme number.
- (j) UPLUS or other fund Number.
- (k) Other information that may be agreed between the Parties.
- (l) Immigration Status as per Appendix B (see attached)

Failure to comply with this clause may result in that potential employee not being permitted to commence on the Project.

From Employers

- (a) Registered Business Name and Address of Employer and ACN/ABN Number;
- (b) Workers Compensation Policy Number, Underwriter and Currency Certificate;
- (c) Public Liability Policy Number, Underwriter and Currency Certificate;
- (d) Superannuation Fund Name and Employer Number;
- (e) Long Service Leave Employer Number;
- (f) Redundancy Scheme Details;
- (g) UPLUS, other fund number or equivalent Scheme Number;
- (h) Rehabilitation Particulars Pursuant to WorkCover General Programme Regulation, 1988;
- (i) Other information that may be agreed between the Parties.

Failure to comply or repeated breach with this clause may result in persons and/or contractors being removed from the site.

The relevant information will be provided by the contractors to ensure that SE can up-date the register. Subject to any Statutory prohibitions or restrictions the information in the register will be available to the parties to this Consent Award on request.

33.0. Leave Reserved

Leave is reserved to parties to discuss the introduction and implementation of the 36hr week during the life of this Award.

APPENDIX A**Wage rates**

	From 1/9/05	From 1/3/06	From 1/9/06	From 1/3/07	From 1/9/07	From 1/3/08	From 1/9/08
Level	\$ per hour	\$ per hour	\$ per hour	\$ per hour	\$ per hour	\$ per hour	\$ per hour
AA	\$24.24	\$24.73	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40
A	\$23.11	\$23.58	\$24.06	\$24.78	\$25.53	\$26.29	\$27.08
B	\$22.41	\$22.86	\$23.43	\$24.13	\$24.86	\$25.60	\$26.37
C	\$21.96	\$22.40	\$22.85	\$23.54	\$24.24	\$24.97	\$25.72
D	\$21.03	\$21.46	\$21.84	\$22.50	\$23.17	\$23.87	\$24.59
E	\$20.33	\$20.74	\$21.16	\$21.79	\$22.45	\$23.12	\$23.81

Group AA - 105%

All Trades Persons Special Class

Mechanical Plant Operators Groups F, G, & H

Mobile Cranes over 70 tonnes (Add 5c/ hour for every 5 Tonnes in excess of 90 tonnes).

In addition to performing any duties within Group AA (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C, B or A provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP A - 100%

All Trades Persons

Mechanical Plant Operator Groups C, D & E

Transport Workers Grade 6, 7 & 8

Mobile Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes

In addition to performing any duties within Group A (subject to capability), employees in this Group will perform any of the duties of Groups E, D, C or B provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP B - 97%

Mechanical Plant Operators Group B

Concrete Pump Operator

Batch Plant Operator/Weigher and Batcher

Transport Worker, Grade 4 and 5

Cable Joiner

Driver of graders over 100 brake horse-power

Mobile Crane operator lifting capacity up to 40 Tonnes.

In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Groups E, D, or C provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP C - 95%

Mechanical Plant Operators Group A

Groups 3 and 4 (AWU Labourers)

Groups 1 and 2 (CFMEU Labourers)

Bituminous Spray Operators

Riggers

Steel Fixer/Concrete Finisher

Sheetmetal Worker - 2nd class

Dogman/Crane Chaser

Scaffolder

Driller Operator - shot drilling machine

Driver of Graders up to 100 brake horse-power

Transport Workers, grade 1, 2 and 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Groups E, or D provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP D - 91%

Group 2 (AWU Labourer including AWU Store Person)

Group 3 (CFMEU Labourers)

Lagger

Crane Chasers (engaged in loading and unloading and/or other work associated with storage area)

Laboratory Labourers

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Groups E provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

GROUP E - 88%

Trades Person's Assistants

Survey Field Hands

Group 1 (AWU Labourers)

Dresser and Grinder

Driller's Assistant

Cold Saw Operator

Store Person

Employees in this Group will perform any of the listed Group E duties, provided such duties are:

Within the skills, competence, qualifications and training of the employee concerned, and;

Consistent with occupational health and safety and statutory requirements; and

Related to the contract work of the employer and incidental to the employee's substantive role.

Other classifications of labour may be included in this Clause following discussions and agreement between the appropriate parties to this Agreement.

Notwithstanding the grouping of classifications in this clause should an employee be able to show bona fide qualifications (as pertaining to their classification) consistent with the requirements of their parent award, eg Award restructuring in the Building and construction Industry of the National Building and Construction Industry Award 2000 the employee shall be moved into the most appropriate group.

If the parties are unable to reach agreement on any matter arising out of this provision the provisions of the disputes procedure clause shall be utilised.

The rates of pay set out in this Appendix (A) are inclusive of amounts in lieu of over award payments, Industry Allowance, Construction Allowance, Fares and travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc., inclement weather, wind, dust, etc., but exclude those allowances contained separately under this Agreement.

APPENDIX B

Authority to Obtain from DIMA Details of Immigration Status

I _____ (Family Name)	_____ (Given Names)
Date of Birth:	_____ Nationality
Visa Number:	_____ Passport Number

Authorise the Department of Immigration and Multicultural Affairs (DIMA) to release by fax to _____ (Name of employer representative) details of my immigration status and entitlement to work legally in Australia

This information will only be made available to a representative of the principle at the Sunshine Sugar Mill Biomass Cogeneration Projects and authorised trade union officer on request.

I also understand that the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: _____ Dated: _____

Name of employer: _____

Phone No.: _____ Fax No.: _____

Please send or fax this form to:

The Department of Immigration and Multicultural Affairs

Phone: (02) 92584730 Fax: (02) 92584763

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

INALA DISABILITY SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 6010 of 2005)

Before Commissioner McLeay

5 December 2005

AWARD

PART I

ARRANGEMENT, DEFINITIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement
4. Full-Time Employees
5. Part-Time Employees
6. Fixed Term Employees
7. Casual Employees
8. Live-in Employees
9. Traineeship

PART III

HOURS OF WORK

10. Hours of Work
11. Overtime
12. Time off in Lieu of Overtime
13. Call Back
14. Shift Work
15. Roster of Hours
16. Excursions
17. Meal Breaks
18. Breaks Between Shifts and Overtime

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions
20. Rates of Pay
21. Regrading and Classification Committee

22. Incremental Placement and Advancement
23. Higher Duties
24. Superannuation
25. Payment of Wages
26. Salary Packaging
27. Time and Pay Records

PART V

ALLOWANCES, EXPENSES AND AMENITIES

28. Sleepover Allowance
29. First Aid Allowance
30. On Call Allowance
31. Motor Vehicle Allowance
32. Expenses
33. Amenities

PART VI

LEAVE

34. Sick Leave
35. Annual Leave
36. Annual Leave Loading
37. Long Service Leave
38. Parental Leave
39. Calculation of Continuous Service
40. Public Holidays
41. Personal Carer's Leave
42. Bereavement Leave
43. Leave Without Pay
44. Jury Service

PART VII

GRIEVANCE AND DISPUTES SETTling PROCEDURE, TERMINATION AND ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Disputes Settling Procedure
46. Termination of Employment
47. Organisational Change and Redundancy

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety
49. Protective Clothing and Safety Equipment
50. Anti-Discrimination
51. Employees' Indemnity
52. Posting of Award
53. Union Notices
54. Right of Entry
55. Labour Flexibility
56. General Savings
57. Reasonable Hours
58. Area Incidence and Duration

PART IX

MONETARY RATES

Table 1 - Rates

Table 2 - Allowances

2. Definitions

2.1 Common Definitions

"Employer" - shall mean the Inala Disability Service.

"Union" - shall mean the Health Services Union.

2.2 General Staff Definitions

"Assistant Manager" - means an employee who co-ordinates service area operations under the supervision of the Service Manager and who supervises the work of House Co-ordinators and Senior Individual Program Plan Co-ordinators, Senior Support Worker/Supervisors.

"Catering Officer" - means an employee who supervises meal preparation on weekdays according to a Menu Plan and who is responsible for the ordering and storage of food and related supplies for the facility. Ensures kitchen facilities are maintained in good working order and that all safety, health and hygiene standards are met.

"Cook" means an employee engaged to prepare and cook meals for residents on week-ends according to a Menu Plan.

"Bus Driver" - means an employee who transports clients by mini-bus to and from Day Programs and activities.

"House Co-ordinator"- means an employee engaged to support residents as needed, individually and as a group, in all aspects of home life including personal care, development, communication, preparation for and transport to and from work, preparation of meals, shopping skills, independence and decision making, activities, hobbies and recreation family and social relationships and household duties. Provide the necessary guidance and supervision to a Residential Care Worker in the same home. The House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Individual Program Plan Co-ordinator" - means an employee who in consultation with all stakeholders, develops, maintains and monitors individual plans for nominated Inala clients to enable the achievement of personal goals and potential.

"Laundry Worker" - means an employee who provides laundry services to all assigned residents.

"Maintenance Supervisor" - means an employee who supervises and completes maintenance requests as allocated by Area Managers and designated staff. Reports on all completed works and supervises the work of other maintenance staff.

"Maintenance Worker (Handyperson)" - means an employee who undertakes maintenance work as directed.

"Music Therapist" - means an employee who provides group and individual music therapy to assigned clients.

"Physiotherapist" - means an employee appointed as such who is registered or conditionally registered under the Physiotherapists' Registration Act 2001 and undertakes a range of physiotherapy support to assigned clients.

"Residential Care Worker" - means an employee who under the direction of a House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Senior Individual Program Plan Co-ordinator" - means an employee who supervises the work of an individual Program Plan Co-ordinator and who in consultation with all stakeholders develops, maintains and monitors individual plans for nominated clients to enable the achievement of personal goals and potential.

"Senior Music Therapist" - means an employee who plans and provides group and individual music therapy to assigned clients and supervises the work of Music Therapists.

"Senior Support Worker Supervisor" - means an employee who supports clients individually and in a group in allocated activities and who supervises assigned Support Worker/Supervisors.

"Support Worker/Supervisor" - means an employee who supports clients individually and in a group in allocated activities.

2.3 Clerical & Administrative Employees Definitions

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

(d) A Grade 2 position is described as follows:

- (1) The employee may work under routine supervision with intermittent checking.
- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) A Grade 3 position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.
- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) 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.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (1) 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.
- (2) 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.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research

Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement

- 3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 3.4 All employees employed pursuant to this Award other than fixed term or casual employees shall be deemed to have ongoing employment.

4. Full-Time Employees

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full time employees shall be paid a minimum of two hours on each day they work.

5. Part-Time Employees

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.
- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

6. Fixed Term Employees

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; not subject to recurrent funding; or

- (b) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
- (c) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
- (d) To relieve a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
- (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

7. Casual Employees

- 7.1 A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 7.3 Pursuant to the Annual Holidays Act 1944, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- 7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3
- 7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2)]+ 8.33% = total.

8. Live-in Employee

- 8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.
- 8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.
- 8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.
- 8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

9. Traineeships

The parties to this Award shall observe the terms of the Private Hospital, Aged and Disability Care Services Training Wage (State) Award, as amended.

PART III

HOURS OF WORK

10. Hours of Work

- 10.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00 am and 6.00 pm Monday to Sunday inclusive.
- 10.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 10.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).
- 10.4 Weekend Work
- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
 - (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

11. Overtime

- 11.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 11.2 Overtime shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- 11.3 Shift and non-shift workers shall receive overtime payments in accordance with this Clause where they are required to work any additional hours beyond their rostered shifts.
- 11.4 Part time non-shift workers must:
- (a) work the full time equivalent hours within the span of hours identified in 10.1 Hours of Work before overtime is payable ; or

- (b) work outside the span of hours identified in Clause 10.1 Hours of Work before overtime is payable.
- 11.5 Part time shift workers must work the full time equivalent hours before overtime is paid.
- 11.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 11.7 Subject to clause 11.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 11.8 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.
- 11.9 For the purposes of clause 11.8 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer's 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. Time Off in Lieu of Overtime

- 12.1 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.
 - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

13. Call Back

- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 11, Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

14. Shift Work

- 14.1 Definitions
- (a) "Evening Shift" means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
 - (b) "Night Shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.

- (c) "Saturday shift" means any time worked between midnight Friday and midnight Saturday.
- (d) "Sunday Shift" means any time worked between midnight Saturday and midnight Sunday.
- (e) "A gazetted Public Holiday Shift" means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

14.2 Engagement in Shift Work

Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

14.3 Shift Loadings

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

14.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

15. Roster of Hours

- 15.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 15.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 11, Overtime or Clause 14, Shiftwork.

16. Excursions

- 16.1 An excursion is where an employee(s) will take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.
- 16.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:
 - (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
 - (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10 pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 11 Overtime.

- (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 28.4, Sleepover Allowance, shall apply.
- (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 12, Time Off in Lieu of Overtime.

17. Meal Breaks

- 17.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 11.2 Overtime until such time as the employee receives a meal break.
- 17.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 17.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 17.1 does not apply.

18. Breaks Between Shifts and Overtime

- 18.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 18.2 Employees directed to resume or continue work without having received a break in accordance with 18.1 shall be paid at the overtime rates set out in Clause 11, Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 18.3 The provisions of 18.1 and 18.2 shall not apply to any sleepover whether or not that sleepover is connected with an ordinary rostered shift.

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions

(other than Clerical and administrative employees)

- 19.1 This clause shall operate in determining the appropriate grading for new classifications established at Inala and agreed to by the parties after the operative date of this award.
- 19.2 "General Staff - Grade 1" shall mean a person who is employed to assist General Staff - Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a General Staff - Grade 1 be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a General Staff - Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 19.3 "General Staff - Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a General Staff - Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a General Staff - Grade 2, be required to develop policy for or co-ordinate a service.

- 19.4 "General Staff - Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.
- 19.5 "General Staff - Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.
- (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
 - (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
 - (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;
- 19.5
- (a) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:
 - (i) Co-ordinate projects;
 - (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
 - (iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (iv) Exercise specialised judgment within prescribed areas.
- 19.6 "General Staff - Grade 5" shall mean an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:
- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
 - (ii) Influencing the operational activities of the organisation;
 - (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
 - (iv) Developing and implementing the long term goals of the organisation;
 - (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and
 - (vi) May supervise employees or teams of employees classified at a lower grade
 - (vii) May be involved in client centred activities which form a component of direct support coverage.

19.6

- (a) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:
- (i) Working under limited direction from senior management or the employer and having significant delegated authority;
 - (ii) May supervise employees classified at a lower grade.

19.7 "General Staff - Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

- (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
- (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
- (iii) Developing and implementing the long-term goals of the organisation;
- (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
- (v) Developing and administering complex policy, organisational and program matters;
- (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;
- (vii) May be involved in client centred activities which form a component of direct support coverage.

19.7

- (a) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
- (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
 - (ii) Undertaking duties of a professional nature at a senior level;
 - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
 - (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
 - (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
 - (vi) May supervise employees classified at a lower grade.

19.7

(b) Exemptions

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in 'Table 1 - Rates of Pay' of this Award shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

19.7

(c) Exclusions

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

20. Rates of Pay

20.1

- (i) Employees shall be paid in accordance with Table 1.
- (ii) Existing employees of Inala, as at the operative date of this award, shall be graded in accordance with the grades indicated in Table 3, Translation Table, for each classification and paid the rates of pay for such grades as set out in Table 1, Rates of Pay.
- (iii) Employees engaged by Inala, after the operative date of this award, in the classifications contained in clause 2.2, General Staff definitions, shall have the same grading as that set out in Table 3, Translation Table, for that classification.

21. Regrading and Classification Committee

21.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

21.2 Function of Committee

The function of the Regrading and Classification Committee is to resolve disputes over classifications and grading that arise under this Award.

21.3 Process for Regrading and Classification exercise:

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 45 Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.
- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.

- (e) The Committee shall consist of:

One union or employee representative, and two employer representatives. (see 21.4)

- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

21.4 Composition of Committee:

- (a) One union representative nominated by the Union, or other representative nominated by the employee.
- (b) One employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) One employer representative of the applicant'(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

21.5 All classification issues other than those referred to in 21.2 shall be dealt with in accordance with Clause 45, Grievance and Dispute Settling Procedure.

22. Incremental Placement and Advancement

Incremental Placement:

- 22.1 Each employer shall classify each of their employees in accordance with Clause 19, Classifications, Exemptions and Exclusions, of this Award.
- 22.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
- (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
- (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
- (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
- (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

Incremental Advancement:

22.3 Full time, Part time, and Term employees shall move from level to level within a grade after each 12 months continuous service.

23. Higher Duties

- 23.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 23.2 Where a public holiday falls within a period referred to in 23.1, the public holiday shall be considered as time worked in the higher classification.
- 23.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 23.4 The payment paid in 23.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

24. Superannuation

- 24.1 An employer shall contribute to a superannuation fund as specified in 24.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- 24.2 Employers to Participate in Fund:
- (a) An employer shall make application to the Fund as specified in 24.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
 - (b) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
 - (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.
- 24.3 Additional Employee Superannuation Contributions:
- (a) An employee may make contributions to the Fund as specified in 24.4 in addition to those made by the employer.
 - (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
 - (c) An employer who receives written authorisation from the employee must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 24.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or the Australian Superannuation Savings Employment Trust or any complying Fund.

25. Payment of Wages

- 25.1 The weekly rate of pay shall be the annual rate of pay divided by 52.17857.
- 25.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.

- 25.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of the Union and a majority of the employees.
- 25.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.
- 25.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 25.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

26. Salary Packaging

- 26.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 26.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 26.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
 - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
 - (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 35.2, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
 - (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

27. Time and Pay Records

- 27.1 In accordance with the provisions of the *Industrial Relations Act 1996* (NSW) every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.

- 27.2 Such records shall be kept for a period of at least 6 years.
- 27.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

PART V

ALLOWANCES AND AMENITIES

28. Sleepover Allowance

- 28.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 28.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 28.3 An employee shall only sleep over under the following conditions:
- (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 28.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

When calculating the appropriate shift penalty, pursuant to Clause 14, Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.

- 28.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 28.6 Where such an arrangement as outlined in subclause 28.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

29. First-Aid Allowance

- 29.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 2 with a minimum payment of one day.

30. On-Call Allowance

- 30.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 30.2 Employees required to be on call shall be paid \$15.00 per 24 hour period or for any part of that 24 hour period.
- 30.3 Where employees are required to attend the workplace when on call the provisions of Clause 13, Call Back, apply.

31. Motor Vehicle Allowance

- 31.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 2 of Table 2 per kilometre travelled during such use.

32. Expenses

- 32.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 32.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 32.3 This Clause does not apply to employees who are engaged on sleepover at the employers premises.

33. Amenities

- 33.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 33.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 33.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 33.4 The employer shall provide for employees a rest area well furnished.
- 33.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

PART VI**LEAVE****34. Sick Leave**

- 34.1
- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on full pay for each year of service.
 - (b) Such leave shall be available from the beginning of each year of service.
 - (c) For the purpose of this clause, illness shall include stress and mental ill health.
- 34.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 34.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- 34.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.
- 34.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

35. Annual Leave

- 35.1 Full time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.
- 35.2 Such annual leave shall be:
- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service.
 - (b) for all other full-time and part time employees four weeks with pay after each twelve months of continuous service.
- 35.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with 35.2. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.
- 35.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.
- 35.5 All other provisions of the Annual Holidays Act 1944 shall apply.

36. Annual Leave Loading

- 36.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- 36.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:
- Either:
- (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties); or
 - (b) The shift penalties pursuant to Clause 14.3 (a), (b), (c) and (d) of Clause 14 Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,
- Whichever is the greater amount.
- 36.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.
- 36.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 36.2 becomes payable for such leave taken wholly or partly in advance.
- 36.5 Where, in accordance with the Act, the employer'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 a loading as calculated in 36.2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.

36.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 36.2 for such leave.

36.7 No loading is payable on the termination of an employee's employment except as provided for in 36.6.

37. Long Service Leave

37.1

- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

37.2 For the purpose of sub-clause (i) of this clause:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (2) any period of service as a part-time worker except as provided for in sub-clause (vi) of this clause.

37.3

- (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

37.4

- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the

monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of sub-clause 37.1 of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- 37.5 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- 37.6 Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.
- 37.7 Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award.

e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

38. Parental Leave

- 38.1 All employees are entitled to paternity leave in accordance with the provisions of the *Industrial Relations Act, 1996*.
- 38.2 Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
- (i) Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- 38.3 Employees who are eligible for paid parental leave are entitled to such leave as follows:
- (i) Paid leave
- (a) Paid Maternity Leave

An eligible employee is entitled to nine weeks paid maternity leave at the ordinary rate of pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee

decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

- (b) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the Industrial Relations Act 1996).

- (c) Paid Adoption Leave

An eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

- (d) Such leave may be paid:

1. on a normal fortnightly basis;
2. in advance in a lump sum;
3. at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Leave

- (a) Unpaid Maternity Leave

An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

- (b) Unpaid Paternity Leave

An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

- (c) Unpaid Adoption Leave

An employee is entitled to unpaid adoption leave as follows:

1. where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
2. where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

38.4 An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:

- (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
- (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

- 38.5 An employee who intends to proceed on maternity or paternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- 38.6 In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 38.7 After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- 38.8 Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 38.9 When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- 38.10 Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- 38.11 Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- 38.12 Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- 38.13 If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- 38.14 Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- 38.15 Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- 38.16 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- 38.17 In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- 38.18 An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- 38.19 An employee returning from parental leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- 38.20 Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (ii) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (v) Full-time employees who return to work under this arrangement remain full-time employees.
- 38.21 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

39. Calculation of Continuous Service

See *Long Service Leave Act 1955*.

40. Public Holidays

- 40.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 40.2 Gazetted public holidays shall be allowed to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.
- 40.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time; or
 - (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or

- (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 40.4 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 40.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday, who is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a day pay additional to their weekly wage.

41. Personal/Carer's Leave

41.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care or support 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 purpose 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 their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

41.2 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 class of person set out in 41.1 (c) (ii) above who is ill.

41.3 Annual leave

- (a) To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in single day periods in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in 41.3 (a) above, 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 days absences, until at least five consecutive annual leave days are taken.

41.4 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.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

41.5 Make-up time

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

42. Bereavement Leave

- 42.1 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 prescribed in 42.3 below.
- 42.2 The employee 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.
- 42.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 41.1 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.
- 42.4 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.
- 42.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 41.2, 41.3, 41.4 and 41.5, Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

43. Leave Without Pay

- 43.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

44. Jury Service

- 44.1 A full-time, part-time or fixed term employee 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 wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 44.2 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 documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

PART VII

GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Dispute Settling Procedures

- 45.1 Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -
- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
 - (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
 - (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
 - (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
 - (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

46. Termination of Employment

- 46.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

46.2

- (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 48.2(a).

46.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

47. Organisational Change and Redundancy

47.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 47.4.
- (c) 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 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.
- (d) 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 ordinary and customary turnover of labour.

47.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce 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.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

47.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 47.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 47.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes

proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 47.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 47.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union 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.

47.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 47.2(a).

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

Period of Continuous Service	Period of Notice
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 of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

47.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with 47.2(a).

- (a) In order to terminate the employment of an employee the employer 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 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.

47.7 Time off during the notice period

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

47.8 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 as those to which the employee would have been entitled 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.

47.9 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.

47.10 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

47.11 Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

47.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 49.2(a), 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 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.

47.13 Severance Pay

Where an employee is to be terminated pursuant to 47.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) 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

- (b) Where an employee is 45 years 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

- (c) "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 allowance, paid in accordance with the Award.

47.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13.
- (b) 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 47.13 will have on the employer.

47.15 Alternative employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13 if the employer obtains acceptable alternative employment for an employee.

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety

See *Occupational Health and Safety Act 2000* (NSW).

49. Protective Clothing and Safety Equipment

- 49.1 Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.

- 49.2 Where an employer provides safety equipment it shall be used by the employees.
- 49.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

50. Anti-Discrimination

- 50.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 50.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 50.3 Under the *Anti-Discrimination Act, 1997* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 50.4 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 56(d) of the *Anti-Discrimination Act 1977* (NSW),
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

NOTE:

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

"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".
- (c) This clause is not intended to create legal rights.

51. Employee's Indemnity

Inala shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify its employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

52. Posting of Award

A copy of this Award shall be kept at each workplace, where it is available to employees.

53. Union Notices

An accessible space for Union notices shall be provided by the employer.

54. Right of Entry By Union

See *Industrial Relations Act 1996* (NSW).

55. Labour Flexibility

Inala may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

56. General Savings

Nothing in this award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this award.

57. Reasonable Hours

- 57.1 Subject to sub-clause (ii) Inala may require an employee to work reasonable overtime at overtime rates.
- 57.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 57.3 For the purposes of sub-clause (ii) what is reasonable or other wise will be determined having regard to:
- (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

58. Area, Incidence and Duration

- 58.1 This award rescinds and replaces the Inala Disability Services (State) Award, published 1 July 2005 (Vol. 352 I.G. 22), and all variations thereof.
- 58.2 This award shall apply to all employees as defined in this award and who are employed by the Inala Disability Services and shall regulate the terms and conditions of employment of such employees.
- 58.3 This award shall take effect from the first pay period to commence on or after 6 December 2005 and shall remain in force until 31 December 2006.

PART IX**MONETARY RATES****Table 1 - Rates of Pay**

Classifications	Current Rates per week \$	Rates from 6.12.2005 per week \$
General Staff		
Grade 1		
Year 1	489.36	506.36
Year 2	508.53	525.53
Year 3	527.71	544.71

Grade 2		
Year 1	562.24	579.24
Year 2	587.17	604.17
Year 3	612.10	629.10
Year 4	638.95	655.95
Grade 3		
Year 1	662.22	679.22
Year 2	687.90	704.90
Year 3	713.58	730.58
Year 4	739.26	756.26
Year 5	766.92	783.92
Grade 4		
Year 1	788.63	805.63
Year 2	812.33	829.33
Year 3	836.04	853.04
Year 4	859.74	876.74
Grade 5		
Year 1	883.45	900.45
Year 2	922.96	939.96
Grade 6		
Year 1	1001.98	1018.98
Year 2	1061.24	1078.24

Classifications	Current Rates per week \$	Rates from 6.12.2005 per week \$
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under	288.80	297.50
At 17 years of age	327.50	337.30
At 18 years of age	375.60	386.90
At 19 years of age	423.10	435.80
At 20 years of age	466.40	480.40
Adults		
Grade 1	574.30	591.30
Grade 2	609.50	626.50
Grade 3	646.30	663.30
Grade 4	675.90	692.90
Grade 5	707.20	724.20

Table 2 - Allowances

Item	Clause No.	Brief Description	Current Rate \$	Rate from 6.12.2005 \$
1	29	First Aid	7.97 per week	7.97 per week
2	31	Motor Vehicle Allowance	1.59 per day 0.50 cents per km.	1.59 per day 0.51 cents per km.
3	30	On Call	15.53 per day	16.00 per day

J. McLEAY, Commissioner.

(1613)

SERIAL C4312

BORAL COUNTRY - CONCRETE AND QUARRIES CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6709 of 2005)

Before The Honourable Mr Justice Staff

6 January 2006

DETERMINATION

1. Index

Clause No.	Subject Matter
1.	Index
2.	Preamble
3.	Definitions
4.	Cartage Rates
5.	Payments Provided for in the Rates
6.	Haulage Area
7.	Living Away From Home
8.	Boral Vehicles
9.	Haulage Accounts
10.	Loading and Delivery of Products
11.	Breakdowns
12.	Size of Load
13.	Hazardous Approach to Job Site
14.	Availability of a Suitable Vehicle
15.	Communication Equipment
16.	Mixer Care and Maintenance
17.	Provision of a Mixer
18.	Painting and/or Sign writing of Mobile Unit
19.	Renegotiation
20.	Substitute Driver
21.	Uniforms
22.	Purchase of Product or Goods
23.	Insurance
24.	Amenities
25.	Dispute Procedure
26.	Rates
27.	Carrier Service Rebate
28.	Union and Delegates
29.	Meetings
30.	Area Incidence and Duration

Schedule A - Monthly Retainer

Schedule B - Variation of Rates

2. Preamble

- 2.1 Boral's intent in operating under this Contract Determination is to:
- (i) apply the benefits of utilisation based competitive rates to competitive advantage to maintain Boral's market share in country NSW and in key regional markets more specifically; and
 - (ii) not reduce the available volume of cartage to Carriers as a consequence of this Contract Determination.

3. Definitions

For the purposes of this Contract Determination the following terms shall bear the meanings:

- 3.1 "The Act" shall mean the *Industrial Relations Act 1996*.
- 3.2 "Carrier" shall mean a company engaged by Boral to perform contracts of carriage as defined in section 309 of the Act.
- 3.3 "Boral" shall mean Boral Resources (Country) Pty Limited its successors, assignees and transmittes.
- 3.4 "High capacity duplex vehicle" shall mean an articulated vehicle capable of carrying in excess of eight (8) cubic metres of concrete and with the capacity of performing a second haulage task by changing the mixer for another body type.
- 3.5 "Union" shall mean the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers).
- 3.6 "Product" shall mean pre-mixed concrete or batched materials.
- 3.7 "Cartage work" shall mean the mixing and carriage of product in the mixer (and everything connected with it) by the Carrier as and when required by Boral.
- 3.8 "Communication equipment" shall mean a two-way radio, satellite tracking equipment etc.
- 3.9 "Standard uniform issue" shall include:
- 3 shirts (per year);
 - 2 trousers or 3 shorts or 1 trousers and 2 shorts (per year);
 - 3 pairs of socks (per year);
 - 1 pair of boots (to be replaced on an exchange basis); and
 - jacket (every 2 years).
- Notation: Double the issue of items (a), (b) and (c) when first issued.
- 3.10 "Standard protective equipment" shall include, per year:
- (a) 1 vest;
 - (b) 1 helmet;
 - (c) 1 earmuffs;
 - (d) 2 rubber gloves;

- (e) 2 riggers gloves; and
- (f) 1 safety glasses;

and any additional items referred to in clause 41 of the Transport Industry (State) Award which shall be provided when required and replaced on an item for item exchange basis thereafter.

3.11 "Such terms" (refer clause 23.1) shall mean that:

each insurance policy covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Boral; and

- (b) (unless Boral agrees otherwise or unless any relevant law precludes this) Boral is named as principal for its respective rights and interests and for the purposes of a cross liabilities clause as permitted by law.

4. Cartage Rates

4.1

- (a) Carriers shall be paid:
 - (i) subject to Schedule "A" a monthly retainer fee of (A); and
 - (ii) (B) per cubic metre flag fall up to 3km; and
 - (iii) (C) per cubic metre per kilometre thereafter (part kilometres rounded up to the nearest whole kilometre) that the load is carried.
- (b) The rates set out in this Contract Determination shall be varied in accordance with the provisions of Schedule "B".

Notation: refer to clause 26 for the amounts referred to in this clause by way of a capital letter.

Notation: the cartage rates arising from this clause are exclusive of GST refer to the Boral GST Protocol (Facilitation and Compliance) Contract Determination.

4.2 Minimum Load – A Carrier shall be guaranteed a minimum load of 3 cubic metres or a minimum payment on the basis of 3 cubic metres. For cartage distances in excess of 25 kilometres, a Carrier shall be guaranteed a minimum payment on the basis of 4 cubic metres for such kilometres in excess of 25 kilometres.

4.3 Mixing in the Yard – A fee of (D) per load shall be paid to mix and discharge product into a customer's vehicle for transport from the plant and subsequent placement outside of the boundaries of the plant. Ex-plant mixes shall be limited to completed orders not exceeding 3 cubic metres.

4.4 Penalty Rates – Surcharges per load shall be payable in respect of product delivered which is loaded in the following hours:

Monday to Friday	6.00pm to 6.00am	(E)
Saturday	after 1.00pm	(F)
Sunday		(K)
Public Holiday		(L)

4.5 Hourly Hire – where a Carrier is requested by Boral (and the Carrier agrees) to work on site on hourly hire, (G) per hour.

Boral shall reimburse a Carrier on provision of a receipt (which may include an e-tag receipt or monthly account statement) for all road and bridge tolls paid when performing the cartage work on the route directed by Boral.

4.7 Diverted Loads –

- (a) Direct Diversion - Where a load is diverted enroute a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.
 - (i) Return to Plant and Divert - It is thereafter treated as a new load.
 - (ii) Return to Plant and Dumped - It shall be paid for as in (a) (i) above.
 - (iii) Return to Plant and Subsequently Dumped Outside Plant - where Boral directs any quantity of left over product that has been agitated in the yard to be taken to another site and dumped, payment shall be made at the rate of (C) per kilometre with a minimum of 3 cubic metres and a 3 kilometre minimum.

4.8 Multiple Discharge Points –

- (a) Same Customer - Payment for haulage covers the total distance travelled until delivery is completed. Unloading time will commence from the start of unloading at the first point and will continue until the final completion of unloading when drops are within one kilometre. Over one kilometre, the total of the additional kilometres travelled will be added to the ticket and paid as if the original load was carried for the entire distance.
- (b) Multiple Customers - Each delivery will be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.

4.9 Left Over Product –

- (a) All product remains the property of Boral and accordingly Boral reserves the right to direct where product is to be taken or if and where it is to be dumped. The Carrier shall contact the plant for instructions as soon as possible.
- (b) No payment shall be made when product is dumped in the vicinity of the job site.
- (c) When 3 cubic metres or more of product are left over from a job, return cartage shall be paid at the rate of (C) per kilometre per cubic metre.

When less than 3 cubic metres is returned in one and only one of the following circumstances:

- (i) where the load is rejected because of product fault;
- (ii) where the load taken out is not required;
- (iii) when a truck is used to dispose of left over product, such as a result of a pump line blow-back; or
- (iv) when the product is not returned to the "source" plant,

a 3 cubic minimum shall apply.

4.10 If a Carrier performs cartage work on a Sunday or Public Holiday they shall be paid no less than the equivalent of four hours at the hourly rate of (G).

4.11 Whenever a Carrier has fibres or oxides added to a load (H) per load. A Carrier shall assist with the loading process as required by Boral.

- 4.12 Subject to the Carrier using their best endeavours to obtain a signature from the customer accepting payment, a Carrier will be paid at the rate prescribed in item "M" of Schedule 1 for all time spent on site waiting to discharge and/or discharging the load which is beyond 7 minutes per cubic metre or part thereof of product with a 3 cubic metre/20 minute minimum calculated to the nearest completed whole minute.
- 4.13 If a Carrier is:
- (a) recalled to work after being rostered off for the day (whether notified before or after leaving); or
 - (b) called in on a Sunday or Public Holiday and fail to cart at least four loads,
- they shall be paid a call out fee of (N) and paid for any loads carted.

5. Payments Provided for in the Rates

- 5.1 All benefits and entitlements however arising in law are provided for in the rates and surcharges set out in this Contract Determination.

6. Haulage Area, Cartage Zones and Transfer Fees

- 6.1 A Carrier shall haul product as required from Boral's plants. A Carrier shall normally work for a period of time from a nominated plant or other plants in accordance with the requirements of Boral subject to clause 6.2 and 6.3 hereof.
- 6.2 When a Carrier is transferred to a plant:
- (a) with a load carried for at least half the distance no transfer fee shall apply; or
 - (b) without a load a transfer fee shall apply at the rate in (I) per kilometre travelled.
- Notation: for the purpose of payment under this clause the transfer and any return transfer shall be treated separately.
- 6.3 The right referred to in 6.1 shall not extend to a situation where a Carrier would need to change their residential domicile as a consequence of changing their nominated plant.
- 6.4 Subject to Boral's approval:
- (a) (which shall not be unreasonably withheld having regard to its commercial needs) a Carrier may agree to swap their nominated plant with another Carrier; or
 - (b) (which may be withheld in Boral's complete discretion) a Carrier may agree to swap their nominated plant with a driver of a company vehicle (other than a high capacity duplex vehicle).

7. Living Away from Home Allowance

- 7.1 A Carrier engaged on work which precludes them from reaching their usual place of residence at night shall upon presentation of receipts be reimbursed for reasonable expenses incurred at approved motel style accommodation (this shall include a room, evening meal and breakfast).

8. Boral Vehicles

- 8.1 The Parties acknowledge and agree that:
- (a) Boral may allocate cartage work to high capacity duplex vehicles in its complete discretion. To avoid any doubt, this includes loading such vehicles in preference to a Carrier's vehicle;

- (b) Boral will load its vehicles other than high capacity duplex vehicles in accordance with clause 10.1;
- (c) Each high capacity duplex vehicle will be given a nominated plant;
- (d) Boral may transfer high capacity duplex vehicles between plants in its complete discretion for the periods of time used for its standard transfer arrangements. Provided however that Boral shall not transfer high capacity duplex vehicles in such a fashion as to constitute a defacto change in their nominated plant.
- (e) Boral will conduct a formal review of the operation of high capacity duplex vehicles every 24 months and discuss the findings of that review with Carriers and the Union; and
- (f) Subject to clause 2.1, Boral will remove at least one vehicle from a plant before introducing a high capacity duplex vehicle to that plant unless in Boral's opinion, customer service issues warrant additional vehicles because of increased demand and the need to service that demand..

9. Haulage Accounts

- 9.1 A Carrier shall prepare their accounts according to the requirements of Boral.
- 9.2 Haulage accounts shall be paid on the following basis:
- (a) the first monthly retainer shall be due in advance;
 - (b) subsequent monthly retainer payments shall be paid monthly;
 - (c) cartage earnings shall be calculated twice monthly and paid within ten days of the last day of the period; and
 - (d) payment will be by electronic funds transfer into a Carriers nominated bank account.
- 9.3 Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than 14 days from the date of submission by a Carrier. Account discrepancies relating to other than the immediately preceding pay period shall be settled as soon as practicable. Where following settlement of an account discrepancy an adjustment to payments is required, such adjustment shall be made in the pay period following settlement.

10. Loading and Delivery of Products

- 10.1 Subject to clause 8, a Carrier shall report ready, willing and able (with their vehicle) at the times and plants that Boral directs and shall:
- (a) receive their first load on the basis of a rotating start roster; and
 - (b) be loaded in the sequence of their return to the plant.

Notation: To avoid any doubt Boral will load its vehicles other than high capacity duplex vehicles in accordance with this clause.

- 10.2 A Carrier shall ensure that the load is properly mixed according to Boral's practice and that the slump of the product on arrival at the discharge point is in accordance with limits of the appropriate Australian Standard Specification as provided to a Carrier by Boral. The mixer drum must be kept turning at all times when it contains product.
- 10.3 A Carrier shall visually inspect each load prior to leaving the yard and shall advise Boral of any apparent unusual features of the load which may have occurred due to batching error, plant failure or contamination.

- 10.4 When a load is rejected at a job site because of failure to slump correctly and/or failure to visually inspect the load prior to leaving the yard, a Carrier will not be paid the cartage.
- 10.5 At the job site a Carrier shall make every reasonable endeavour to obtain signatures from the customer as required by Boral.
- 10.6 A Carrier shall make every endeavour to collect money from COD customers for all product charges, including waiting time. All monies collected shall be submitted in full (as soon as possible) to the Plant Manager or Allocator, who shall issue a Carrier with a receipt.
- 10.7 A Carrier shall immediately advise Boral where practicable by the two-way radio or telephone, where a two-way radio is not provided, when a COD payment is not collected or dispute arises between a Carrier and the customer.
- 10.8 Where a load is dumped, a Carrier shall not be liable to compensate Boral unless the loss occurred as a direct result of his negligence or misconduct. Where such a liability does exist, Boral shall charge a Carrier for the product at material cost and cartage shall not be paid.
- 10.9 Boral may direct a Carrier to load out of a plant other than a Boral plant (e.g. Hanson, Readymix etc) then:
- where relevant in this clause, a reference in this clause to "Boral" shall be taken to be a reference to the company that operates the other plant (e.g. Hanson, Readymix etc); and
- (b) a Carrier shall satisfactorily complete any additional paper work required.
- (c) a Carrier shall be paid by Boral according to the rates in this Contract Determination.
- 10.10 The initial starting time and plant (and whether no work is available) shall be notified to each Carrier by Boral before the close of business on the previous working day.
- 10.11 A Carrier shall take all care with but shall not have ultimate responsibility for the slump of 'kerb mix' if carted as batched without any water added. If such 'kerb mix' is then rejected by the customer a Carrier shall still be paid for the load at the rate of (C) per cubic metre per kilometre travelled with a 3 kilometre minimum back to the plant.
- 10.12 When, during a working day, Boral assess that they have more vehicles at a plant than are required to finish the cartage work on that day Boral will allow any excess vehicles to cease work.
- 10.13 Boral will use its reasonable endeavours to accurately assess the number of vehicles it requires for cartage work on a Sunday or Public Holiday and only call that number of vehicles in and only retain them as needed.

11. Breakdowns

- 11.1 Boral shall not be responsible for any loss resulting from breakdowns of plant (unless caused by Boral's negligence), mixers (unless caused by Boral's negligence) or vehicles.
- 11.2 A Carrier shall initially assist in every possible way to remove the product from the mixer when a breakdown of the mixer or Carrier's vehicle occurs under load.

12. Size of Load

- 12.1 Boral has the right to nominate the load size and a Carrier has the right to refuse a load that is beyond the legal capacity of their vehicle or the rated capacity of the mixer.
- 12.2 Each Carrier shall be loaded to the maximum legal capacity whenever operationally practicable.

13. Hazardous Approach to Job Site

- 13.1 If the discharging of the load at any delivery site is unsafe for any reason, a Carrier shall immediately notify Boral prior to discharging the load.
- 13.2 A Carrier shall have the right to refuse to enter upon ground which he considers unsafe. Boral shall have the right to refuse payment for cartage where the option is used without reasonable justification.
- 13.3 Where a Carrier goes "beyond the kerb" to complete a delivery and their vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery he shall be given every reasonable assistance by Boral, who shall compensate a Carrier for any costs the Carrier has reasonably incurred in engaging outside equipment to extricate the vehicle.

Provided further that the reimbursement provision shall not apply where the vehicle becomes inoperative as a direct result of a Carrier's negligence.

- 13.4 Boral will ensure that any salvage contractor they select is covered by appropriate insurance policies to rectify any damage that the salvage contractor may cause a Carrier's vehicle during the extraction process.

14. Availability of a Suitable Vehicle

- 14.1 A Carrier shall on each working day (unless Boral advises that work is not available) supply, 'man', operate and keep serviceable a prime mover that meets the requirements of Schedule C of the Carrier's Head Contract.
- 14.2 No vehicle shall be brought into service without the prior consent of Boral.
- 14.3 A defective vehicle shall be repaired as soon as practicable.
- 14.4 Where a Carrier is unable to report for work with their vehicle they shall arrange for Boral to be immediately informed of the reason and the anticipated period of absence.
- 14.5 A Carrier shall keep their vehicle clean and tidy and in presentable condition to the reasonable satisfaction of Boral.

15. Communication Equipment

- 15.1 A Carrier shall agree to the installation of communication equipment on their vehicle. All such equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment, and the complete installation shall be undertaken at no cost to a Carrier. When such communication equipment is removed (while the Carrier continues to be engaged by Boral) Boral will make good the bodywork.
- 15.2 A Carrier shall take due care to ensure adequate protection of the equipment.
- 15.3 The equipment is to be operated and appropriate procedures are to be followed as laid down by Boral.
- 15.4 Boral shall be responsible for the maintenance of the communication equipment.

16. Mixer Care and Maintenance

- 16.1 Boral's mixer is in the care of a Carrier who shall keep the unit clean and tidy to the reasonable satisfaction of Boral.
- 16.2 A Carrier undertakes to exercise all possible care for the mixer. The mixer shall be thoroughly washed out and cleaned down during and after each day's work and surfaces treated as required in preparation for the next day's work. All cleaning materials shall be supplied by Boral.

- 16.3 A Carrier shall report all repair or maintenance requirements following the procedures laid down by Boral.
- 16.4 A Carrier shall convey the mixer to the workshop for repair or maintenance as requested by Boral. The Carrier shall be paid the rate (J) per kilometre for transfer to the workshop and return.
- 16.5 A Carrier shall be responsible for all minor maintenance to the satisfaction of Boral, such as topping up oil and greasing.
- 16.6 Boral shall be responsible for major maintenance.
- 16.7 A Carrier is responsible for the provision of fuel.
- 16.8 Boral is responsible for the provision of oil and grease for the mixer.
- 16.9 Boral's equipment is to be parked only in places approved by Boral. A Carrier is not responsible for any loss or damage to Boral's equipment when so parked.
- 16.10 A Carrier shall be aware that he bears a duty to take all reasonable care towards the mixer and, further, that he may be liable for damage caused to the mixer by his failure to take such reasonable care or by his negligence.
- (a) Despite anything else in this clause a Carrier shall be responsible for the removal of hardened product build-up from the inside of the mixer (except where the build-up is a result of mixer breakdown), a process commonly known as de-dagging.
- (b) All de-dagging shall be carried out strictly in accordance with the agreed procedure and in compliance with relevant Occupational Health and Safety regulations.
- (c) The Carrier's responsibility when undertaking de-dagging is limited to the provision of labour. All equipment or materials required shall be provided by Boral at their expense.
- (d) In consideration for 16.11 (a) to (c) inclusive, the Carrier shall be paid ("O") on the next regular payment following the 31st of August each year.

17. Provision of a Mixer

- 17.1 Boral shall be responsible for the provision of a mixer and its safe and proper initial fitting to a Carrier's vehicle in accordance with the specifications of the respective manufacturers, including the supply of U bolts, clearance lights and mud flaps.
- 17.2 After the initial fitting referred to in 17.1 above, a Carrier shall be responsible for the mixer being properly secured to their vehicle and for the maintenance and replacement of clearance lights (and mud flaps which will be supplied by Boral).
- 17.3 A Carrier, in their discretion, may have the U bolts adjusted by a qualified mechanic and the reasonable costs incurred shall be met by Boral.
- 17.4 The mixer shall remain the property of Boral and shall be returned to Boral's nearest appropriate workshop facilities on completion of use.
- 17.5 Subject to its then current capital budget, Boral will use its reasonable endeavours to optimise the carrying capacity of a Carrier's vehicle by fitting a mixer driven from the prime mover engine.

18. Painting and/Or Sign Writing of Mobile Unit

- 18.1 Boral shall arrange for periodical painting (which shall not be less than every four years if requested by a Carrier) and/or sign writing of the mobile unit, unless it is mutually agreed that a Carrier shall paint the mobile unit with paint provided by Boral.

- 18.2 All painting is to be done expeditiously, weather permitting, in not more than five working days, using good quality paint to an industrial standard finish.
- 18.3 All repairs to the prime mover cab and chassis, prior to painting, shall be at the Carrier's expense.
- 18.4 For the purpose of this clause, "Mobile Unit" shall mean the complete truck and mixer including all their components without exception.

19. Renegotiation

- 19.1 If either party request, 12 months prior to the expiry of the nominal term Boral will meet with the Union to discuss whether or not any new Contract Determination should be entered into and if so its terms.

Any such discussions will occur in the context of the Term of the applicable Head Contract for Carriers and the 'package' nature of this Contract Determination and Head Contract.

20. Substitute Driver

- 20.1 A Carrier may use any substitute driver but a Carrier shall:
- (a) first obtain Boral's written approval for the driver (which shall not be unreasonably withheld); and
 - (b) make sure that the driver possesses an appropriate current driver's license.

21. Uniforms and Protective Equipment

- 21.1 An approved driver shall maintain an acceptable neatness of dress and appearance.
- 21.2 Boral shall issue each Carrier with a standard uniform issue and the driver shall wear the uniform when performing cartage work.
- 21.3 Boral shall issue each Carrier with a standard protective equipment issue and the driver shall use the equipment as directed.
- 21.4 Except for the uniform and protective equipment referred to in clause 21.2 and 21.3, a Carrier shall provide and pay for all other items of uniform and protective equipment.

22. Purchase of Product Or Goods

- 22.1 Carriers shall not use Boral's accounts for the purchase of product except as in clause 22.3.
- 22.2 Where Boral agrees to purchase product or goods at the request of a Carrier, the cost of such purchases may be deducted from a Carrier's haulage payments.
- 22.3 Boral shall issue to each Carrier, if requested, a credit card for the purchase of diesel fuel (to take advantage of any available Boral discounted price) for their prime mover. Payment for fuel purchased in this manner shall be deducted from the Carrier's monthly retainer payment.
- 22.4 Where a Carrier purchases fuel and other goods from Boral the cost of such purchases may be deducted from the Carrier's haulage payments.
- 22.5 Authorisation for Deduction - With the exception of 22.2 and 22.3, no other deductions may be made from a Carrier's haulage payment without the written permission of a Carrier.

23. Insurance

- 23.1 A Carrier shall arrange insurance cover to the satisfaction of Boral and on such terms as Boral determine whilst working under this determination in respect to:
- (a) compulsory third party insurance for their vehicle as required by any relevant law;
 - (b) comprehensive or third party property insurance of their vehicle;
 - (c) public liability insurance (excluding coverage for damage to the mixer); and
 - (d) workers' compensation insurance as required by any relevant law.
- 23.2 All insurance policies are to be submitted to Boral for perusal and returned prior to commencement of the Carrier's engagement (or this Contract Determination which ever comes first) operation. Thereafter such policies and proof of currency shall be produced annually.

24. Amenities

- 24.1 All amenities are to comply with the legislative requirements. Carriers are to assist in the general cleanliness and housekeeping associated with the amenities.

25. Dispute Procedure

- 25.1 The parties shall in the event of a dispute or grievance follow the procedure set out below:
- 25.1.1 When there is a disagreement the Carrier shall attempt to resolve the matter by negotiating with Boral's Area Manager.
 - 25.1.2 Where the matter is not resolved the yard delegate shall attempt to resolve the matter by negotiating with Boral's Regional Manager.
 - 25.1.3 If the matter remains unresolved an official of the Union may be party to continued negotiations with Boral's General Manager.
 - 25.1.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission by either party under the terms of the *Industrial Relations Act 1996*.
- 25.2 Work shall continue normally while the dispute or grievance is being dealt with in accordance with this clause.

26. Rates

A.	Monthly Retainer	Refer Schedule A;
B.	Loading flag fall to 3km	\$5.87 per cubic metre;
C.	Kilometre rate after 3km	\$0.66 per cubic metres per kilometre;
D.	Mixing in the yard	\$15.04 per load;
E.	Out of hours Monday – Friday	\$26.00 per load;
F.	Saturday after 1.00 pm	\$36.40 per load;
G.	Hourly Hire	\$27.84 per hour;
H.	Additives	\$4.45 per load;
I.	Transfer	\$0.97 per kilometre;
J.	Transfer to workshop	\$0.97 per kilometre;
K.	Sunday	\$36.40 per load;
L.	Public Holidays	\$43.68 per load;
M.	Waiting Time	\$0.75 per minute;
N.	Call Out	\$100.00;
O.	De-Dagging	\$500.00;

P.	Carrier Productivity Rebate	\$1.00; and
Q.	Meetings	\$0.68.

27. Carrier Productivity Rebate

- 27.1 Each Carrier shall be eligible to earn a Carrier Productivity Rebate. The rebate will be calculated annually. The rebate will be applied to the quantity of product carted by the Carrier during the 12 months proceeding the date of calculation. For each cubic metre of product carted in excess of 5,000 cubic metres, a Carrier will be entitled to ("P") per cubic metre.

Rebate Payments will be made into a Carrier's nominated account with the next regular payment following the date of calculation.

28. Union and Delegates

- 28.1 Boral recognises the Union as the relevant Union for the Carriers and their drivers to be members of.
- 28.2 A Carrier appointed as yard delegate shall, upon notification thereof to Boral by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.

29. Meetings

- 29.1 If a Carrier is required to attend a meeting by Boral:
- (a) and they are required to use their personal vehicle (car etc) to do this they shall be reimbursed per kilometre at the rate of "Q"; and/or
 - (b) outside of the hours 6am to 6pm Monday to Friday, after 1.00 pm on a Saturday, on a Sunday or on a public holiday, they shall be paid the appropriate hourly rate that would otherwise apply to an employee in that situation arising from the Transport Industry Mixed Enterprises (State) Award as varied from time to time.

30. Area Incidence and Duration

- 30.1 This Contract Determination shall apply to Boral Resources (Country) Pty Limited and Carriers engaged by them within the State of New South Wales.
- It rescinds and replaces the Boral Country – Concrete and Quarries Contract Determination published 19 April 2002 (332 I.G. 1042).
- 30.2 This Contract Determination shall commence to operate on 20th December 2005 and shall have a nominal term of three years.
- 30.3 The provisions of this Contract Determination are not to be used in negotiations or proceedings concerning Boral or company's related to Boral and are not to be regarded as a precedent and are based on the particular facts and circumstances affecting Boral and its Carriers.

SCHEDULE A

MONTHLY RETAINER

1. Monthly Retainer Payment

- 1.1 Payment

Subject to this Schedule, Boral shall pay a Carrier the monthly retainer payment each month.

1.2 Requirement to Work Regular Days

A Carrier must be available to perform the cartage work on the regular days. If they are not then their monthly retainer for the next month shall be reduced by the retainer reduction factor.

1.3 Final Monthly Retainer Payment

If a Carrier's engagement ends or is terminated then Boral may deduct from any cartage haulage payment owing to the Carrier an amount overpaid on account of a monthly retainer paid in advance by Boral.

1.4 Authorized Absence of a Carrier's Vehicle

A Carrier may absent their vehicle from performing the cartage work:

- (a) for genuine and unforeseen reasons (such as sudden illness of the driver, break down or pressing domestic problems etc) the burden of proof of which shall lie with the Carrier for four (4) days in any one year (which shall accumulate year to year to a maximum of 12 days); and
- (b) for any such further three (3) days subject to Boral's approval which may be given or withheld in Boral's complete discretion.

1.5 Meanings:

For the purposes of this Schedule the following meaning shall apply:

- | | |
|-----------------------------|--|
| “regular days” | the days Monday to Saturday inclusive each week that a Carrier is required to make their vehicle available to perform the cartage work by Boral excluding the days when Boral has: |
| (a) | directed a Carrier not to attend for work due to bad weather, mixer breakdown or lack of cartage work; or |
| (b) | authorized the absence of their vehicle in accordance with clause 1.4. |
| “monthly retainer payment” | \$4,788.00. |
| “retainer reduction factor” | \$198 for each day other than regular days that the vehicle is not presented for work at the required time and fails to remain at work as required. |

SCHEDULE B

VARIATION OF RATES

1. Formula

1.1 General Variation Of Cartage Rates

- (a) On the 1st of September each year, the rates in clause 26 and Schedule “A” clause 1.5 shall be adjusted in accordance with this Schedule.
- (b) The percentage variation (if any) to the cartage rates set out in clause 26 and Schedule “A” clause 1.5 shall be calculated as the percentage variation ascertained for the preceding 12 months from the variation formula contained in clause 1.2.
- (c) Rates varied in accordance with this formula shall be calculated to the nearest whole cent.

1.2 General Variation Formula

The variation formula is:

$[LP \times APV] + [FP \times BPV] + [MP \times MPCPI] + [TP \times TPCPI] + [INS \times INSCPI] + [Rego \times RegoCPI] + [ACP \times CPIV] = \text{percentage variation.}$

1.3 Fuel Variation Of Cartage Rates

- (a) On the 1st of March each year, the rates in clause 26 A, B, C, D, E, F, G, I, J, K, L, M, N shall be adjusted in accordance with this Schedule.
- (b) The percentage variation (if any) to the cartage rates referred to in clause 1.3 of this Schedule shall be calculated as the percentage variation ascertained for the preceding 6 months from the variation formula contained in clause 1.4.
- (c) Rates varied in accordance with this formula shall be calculated to the nearest whole cent.

1.4 Fuel Variation Formula

The variation formula is:

$[FP \times BPV] = \text{percentage variation.}$

1.5 Definitions

Abbreviation	Meaning
LP (Labour Proportion)	51.5%;
APV (Award Percentage Variation)	The percentage variation in Grade 4 of the Transport Industry Mixed Enterprise (State) Award in the cartage year;
FP (Fuel Proportion)	10%;
BPV (Bowser Price Variation)	The average of the monthly percentage variations in the price of distillate that Boral makes available in accordance with clause 22.3 to Carriers in the preceding six months of the cartage year;
MP (Maintenance Proportion)	9%;
MPCPI (Maintenance Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Repair and Servicing Index in the cartage year;
TP (Tyre Proportion)	2.3%;
TPCPI (Tyre Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Parts and Accessories Index in the cartage year;
INS (Insurance Portion)	8.7%;
INSCPI (Insurance Variation)	The average percentage variation determined by Boral (in consultation with the Carrier's Senior Delegate) from such inquiries of Carriers and other persons as Boral considers appropriate to ascertain the best price of a supplier in NSW of the insurances required by clause 23 on terms which might reasonably be accepted by a Carrier;
Rego (Registration Cost Portion)	1.3%;
RegoCPI (Registration Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Other Motoring Charges Index in the cartage year;

ACP (Administration Cost Portion)	3.9%;
CPIV (Consumer Price Index Variation)	The percentage variation in the ABS Sydney All Groups Index in the cartage year;
Cartage year	The 12 months preceding August 1.

C. G. Staff J.

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PRINTING INDUSTRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 6801 of 2005)

Before Commissioner Tabbaa

19 January 2006

VARIATION

1. Delete subclause (e) of clause 10, Payment of Wages and Pay Day, of the award published 9 November 2001 (329 I.G. 391), and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2002, 2003, 2004, 2005. These adjustments may be offset against:
 - (a) any equivalent over Award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

Group Level	Current \$	2002 SWC		2003 SWC		2004 SWC		2005 SWC	
		Increase \$	Result \$	Increase \$	Result \$	Increase \$	Result \$	Increase \$	Result \$
1	413.40	18.00	431.40	17.00	448.40	19.00	467.40	17.00	484.40
2A	430.10	18.00	448.10	17.00	465.10	19.00	484.10	17.00	501.10
2B	430.10	18.00	448.10	17.00	465.10	19.00	484.10	17.00	501.10
2C	430.10	18.00	448.10	17.00	465.10	19.00	484.10	17.00	501.10
3A	452.60	18.00	470.60	17.00	487.60	19.00	506.60	17.00	523.60
3B	452.60	18.00	470.60	17.00	487.60	19.00	506.60	17.00	523.60
3C	452.60	18.00	470.60	17.00	487.60	19.00	506.60	17.00	523.60
3D	452.60	18.00	470.60	17.00	487.60	19.00	506.60	17.00	523.60
3E	452.60	18.00	470.60	17.00	487.60	19.00	506.60	17.00	523.60
4	473.50	18.00	491.50	17.00	508.50	19.00	527.50	17.00	544.50
5A	507.20	18.00	525.20	17.00	542.20	19.00	561.20	17.00	578.20
5B	507.20	18.00	525.20	17.00	542.20	19.00	561.20	17.00	578.20
Any other adult employee	413.40	18.00	431.40	17.00	448.40	19.00	467.40	17.00	484.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current	SWC 2002	SWC 2003	SWC 2004	SWC 2005
		SWC Allowance increase		3.5%	3.2%	3.5%	3%
		Minimum Wage	\$413.40	\$431.40	\$448.40	\$467.40	\$484.40
2	13(g)(i)	Meal money - Employees other than juniors	\$8.70	\$9.00	\$9.30	\$9.60	\$9.90
3	13(g)(ii)	Meal money - Juniors	\$8.70	\$9.00	\$9.30	\$9.60	\$9.90
4	13(g)(iv)	Meal money - Saturday, Sunday or a public holiday	\$8.70	\$9.00	\$9.30	\$9.60	\$9.90
5	38(b)(iii)	First-Aid attendant	\$10.30	\$10.65	\$11.00	\$11.40	\$11.75

3. This variation shall take effect from the first full pay period commencing on or after 19 January 2006.

I. TABBAA, Commissioner.

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(619)

SERIAL C4147

STOREMEN AND PACKERS BOND AND FREE STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4925 of 2005)

Before The Honourable Justice Kavanagh

5 October 2005

VARIATION

1. Delete subclause (ii) of clause 5A, Arbitrated Safety Net Adjustments, of the award published 9 February 2001 (322 I.G. 72), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 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 Appendix A - Minimum Award Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

APPENDIX A

Minimum Award Wage Rates

Classification	Former Minimum Award Wage Rates (per week) 6 October 2004 \$	Minimum Award Wage Rates (per week) 6 October 2005 \$
Storeman & Packer Level 1	515.50	532.50
Storeman & Packer Level 2	530.50	547.50
Storeman & Packer Level 3	536.30	553.30
Storeman & Packer Level 4	554.70	571.70
Storeman & Packer Level 5	569.20	586.20

3. Delete Appendix B - Allowances and Special Rates, of the said Part B, and insert in lieu thereof the following:

APPENDIX B

Allowances and Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)	Containerisation	15 cents per hour
2	2(ii)	Containerisation (over four hours)	1.57 per day
3	9	Meal Allowance	9.95 per meal
4	20(a)(i)	Employee in Charge (1 to 5 employees)	16.25 per week
5	20(a)(ii)	Employee in Charge (6 or more employees)	24.92 per week

6	20(b)	Single employee	17.66 per week
7	20(d)(i)	Forklift allowance	0.68 per hour
8	20(d)(ii)	Mobile/pendant crane allowance	0.88 per hour
9	20(e)	Bagged stuff exceeding 68.04 kgs	0.47 per hour
10	20(e)	Bagged stuff exceeding 81.65 kgs	0.65 per hour
11	20(f)	Handling certain materials	0.57 per hour
12	20(g)	Hazardous store work	1.26 per day
13	20(g)	Hazardous store work (hourly rate)	0.33 per hour
14	20(h)	Dirty work	0.84 per hour
15	20(i)	Dust allowance	0.57 per hour
16	24(ii)	First-aid attendant	2.03 per day

4. This order shall take effect from the first pay period commencing on or after 6th October, 2005.

T. M. KAVANAGH J.

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(374)

SERIAL C4241**NURSING HOMES PROFESSIONAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3779 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause 30.1 of clause 30, State Wage Case Adjustments, of the award published 19 January 2001 (321 I.G. 692) and insert in lieu thereof the following:

30.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

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

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

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

Classification	Current Rate per week \$	SWC 2005 Adjustment per week \$	Wage Rate as from 1.11.05 per week \$
Nurse Counsellor			
1st year of scale	617.50	17.00	634.50
2nd year of scale	640.40	17.00	657.40
3rd year of scale	671.70	17.00	688.70
4th year of scale	699.90	17.00	716.90
5th year of scale	733.00	17.00	750.00
6th year of scale	759.00	17.00	776.00
7th year of scale	783.00	17.00	800.00
8th year of scale	805.40	17.00	822.40
9th year of scale & thereafter	835.70	17.00	852.70
Dietitian			
1st year of scale	645.00	17.00	662.00
2nd year of scale	675.80	17.00	692.80
3rd year of scale	712.60	17.00	729.60
4th year of scale	752.10	17.00	769.10
5th year of scale	788.90	17.00	805.90
6th year of scale	818.30	17.00	835.30
7th year of scale	840.30	17.00	857.30
Grade 1			
1st year of scale	893.40	17.00	910.40
2nd year of scale	918.70	17.00	935.70

Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist			
1st year of scale	626.80	17.00	643.80
2nd year of scale	645.00	17.00	662.00
3rd year of scale	675.80	17.00	692.80
4th year of scale	712.60	17.00	729.60
5th year of scale	752.10	17.00	769.10
6th year of scale	788.90	17.00	805.90
7th year of scale	818.30	17.00	835.30
8th year of scale & thereafter	840.30	17.00	857.30
Welfare Officers (State)			
1st year of scale	550.70	17.00	567.70
2nd year of scale	577.10	17.00	594.10
3rd year of scale	600.80	17.00	617.80
4th year of scale	622.90	17.00	639.90
5th year of scale	672.80	17.00	689.80
Adults - Grade 2			
1st year of scale	669.90	17.00	686.90
2nd year of scale	693.30	17.00	710.30
Social Workers			
1st year of scale	617.50	17.00	634.50
2nd year of scale	640.40	17.00	657.40
3rd year of scale	671.70	17.00	688.70
4th year of scale	699.90	17.00	716.90
5th year of scale	733.00	17.00	750.00
6th year of scale	759.60	17.00	776.60
7th year of scale	783.00	17.00	800.00
8th year of scale	805.40	17.00	822.40
9th year of scale & thereafter	835.70	17.00	852.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount as from 1.11.05 \$
1	3.3	Therapist in Charge	105.30 p/wk
2	6.2	Meal Allowance: - for breakfast when commencing overtime work at or before 6.00 am - for an evening meal when overtime is worked for at least one hour immediately following their normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm - for luncheon when overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays.	8.60 16.40 11.10
3	20 20.3 20.4	Uniform Allowance: - in lieu of supplying uniforms - in lieu of laundering	1.70 p/wk 0.95 p/wk
4	21	Mileage Allowance: Motor Car - First 8,000 kilometres per year 1,600 cc and over Under 1600 cc - Over 8,000 kilometres per year 1,600 cc and over Under 1600 cc Motor Cycle	0.526 p/km 0.376 p/km 0.187 p/km 0.157 p/km 0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 November 2005.

E. A. R. BISHOP, Commissioner.

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PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3780 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause (ii) of clause 3, Wages of the award published 4 June 2004 (344 I.G. 734), and insert in lieu thereof the following:
 - (ii) The Rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be off-set against:
 - (a) Any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B**MONETARY RATES****Table 1 - Wages**

Classification	Current rate \$/week	SWC 2005 adjustment \$/week	Wage Rate as from 1.10.2005 \$/week
Administrative Staff			
Clerk - Age Scale Under 18 years of age	318.90	3.0%	328.50
Clerk - Grade I First year of service	511.30	17.00	528.30
Second year of service	524.60	17.00	541.60
Third year of service	536.70	17.00	553.70
Fourth year of service	546.70	17.00	563.70
Fifth year of service and thereafter	556.70	17.00	573.70
Clerk - Grade II First year of service	573.30	17.00	590.30
Second year of service and thereafter	588.30	17.00	605.30
Clerk - Grade III First year of service	603.60	17.00	620.60
Second year of service and thereafter	616.90	17.00	633.90
Clerk - Grade IV First year of service	629.70	17.00	646.70
Second year of service and thereafter	641.50	17.00	658.50

Clerk - Grade V			
First year of service	657.10	17.00	674.10
Second year of service and thereafter	669.60	17.00	686.60
Provided that employees on the Age Scale who are substantially engaged on stenographic duties, or as a comptometer or ledger posting machine operator, shall be paid a weekly allowance as part of salary of the amount per week set out in Item 12 of Table 2 - Other Rates and Allowances			
Central Sterile Supply Department			
Aides -			
Junior Scale -			
Under 18 years of age	353.90	3.0%	364.50
Adult -			
First year of service	540.10	17.00	557.10
Second year of service	547.90	17.00	564.90
Third year of service & thereafter	555.80	17.00	572.80
Assistant Supervisor of C.S.S.D.			
500 beds and over	644.90	17.00	661.90
200 but less than 500 beds	591.50	17.00	608.50
100 but less than 200 beds	574.10	17.00	591.10
Supervisor of C.S.S.D			
500 beds and over	743.30	17.00	760.30
200 but less than 500 beds	692.30	17.00	709.30
100 but less than 200 beds	644.90	17.00	661.90
Central Sterile Supply Department Aides, other than Supervisors and Assistant Supervisors, who possess the Sterilising Certificate shall be paid an allowance of the amount per week set out in Item 13 of Table 2 - Other Rates and Allowances			
Maintenance Staff			
Boiler Attendant -			
Certificated	544.60	17.00	561.60
With Maintenance of Plant Duties	549.50	17.00	566.50
Where a boiler attendant attends to more than one boiler and/or performs work other than that of a boiler attendant he shall be paid an additional amount per week as set out in Item 14 of Table 2 - Other Rates and Allowances.			
Maintenance Supervisor (Non-Tradesman)			
In charge of staff	623.50	17.00	640.50
Otherwise	611.60	17.00	628.60
Maintenance Supervisor (Tradesman) -			
In charge of staff	700.00	17.00	717.00
Otherwise	658.00	17.00	675.00
Engineer (Certificated)			
First year of service	720.30	17.00	737.30
Second year of service and thereafter	761.70	17.00	778.70

Nuclear Medicine Department			
Nuclear Medicine Technologist -			
First year of experience	612.30	17.00	629.30
Second year of experience	627.20	17.00	644.20
Third year of experience	654.30	17.00	671.30
Fourth year of experience	681.40	17.00	698.40
Fifth year of experience	709.70	17.00	726.70
Sixth year of experience	738.10	17.00	755.10
Seventh year of experience	767.50	17.00	784.50
Eighth year of experience and thereafter	798.90	17.00	815.90
Senior Nuclear Medicine Technologist	856.00	17.00	873.00
Chief Nuclear Medicine Technologist -			
Grade I	973.20	17.00	990.20
Grade II	1,029.60	17.00	1,046.60
Other Medical/Technical Staff Group			
Anaesthetic and Operating Theatre Technician - Without Diploma	574.70	17.00	591.70
Provided that an Anaesthetic and Operating Theatre Technician who is the possessor of a Diploma issued by the Australian Society of Anaesthetic and Operating Theatre Technicians shall be paid	597.80	17.00	614.80
Senior Anaesthetic and Operating Theatre Technician	610.10	17.00	627.10
Electro-Cardiograph Recorder/Technician -			
First year of experience	574.70	17.00	591.70
Third year of experience and thereafter	583.10	17.00	600.10
Senior Electro-Cardiograph Recorder/Technician	595.30	17.00	612.30
Heart/Lung Assistant	582.90	17.00	599.90
Heart/Lung Technician	607.20	17.00	624.20
Neurophysiological Technician -			
First year of experience	597.80	17.00	614.80
Second year of experience & thereafter	610.10	17.00	627.10
Senior Neurophysiological Technician -			
Grade I	622.70	17.00	639.70
Grade II	661.70	17.00	678.70
Grade III	712.60	17.00	729.60
Surgical Bootmaker -			
First year of experience	602.20	17.00	619.20
Second year of experience & thereafter	609.70	17.00	626.70
Orthotist -			
First year of service	602.30	17.00	619.30
Second year of service	612.60	17.00	629.60
Third year of service	621.70	17.00	638.70
Fourth year of service and thereafter	629.90	17.00	646.90

Chief Orthotist - Sole, or in charge of one other	658.90	17.00	675.90
Chief Orthotist - In charge of two or more orthotists			
First year of service	658.90	17.00	675.90
Second year of service & thereafter	676.90	17.00	693.90
Wardsperson -			
First year of service	539.60	17.00	556.60
Second year of service and thereafter	542.70	17.00	559.70
Surgical Dresser			
First year of service	544.50	17.00	561.50
Second year of service	548.10	17.00	565.10
Third year of service and thereafter	553.10	17.00	570.10
Recreation Activities Officer -			
First year of experience	555.80	17.00	572.80
Second year of experience	567.30	17.00	584.30
Third year of experience & thereafter	575.00	17.00	592.00
Diversional Therapist with Associate Diploma -			
First year of experience	551.00	17.00	568.00
Second year of experience	577.30	17.00	594.30
Third year of experience	601.20	17.00	618.20
Fourth year of experience	623.20	17.00	640.20
Fifth year of experience and thereafter	646.20	17.00	663.20
Years of experience as a Diversional Therapist with Associate Diploma employed under the Private Hospital Employees' (State) Award or any award replacing that award will be recognised for appointment and incremental progression			
Technical Assistant -			
First year of service	555.80	17.00	572.80
Second year of service	567.30	17.00	584.30
Third year of service and thereafter	575.00	17.00	592.00
Pharmacy Department			
Pharmacy Assistant (Graduate/Unregistered)	578.10	17.00	595.10
Pharmacists (Registered) -			
First year of experience	627.20	17.00	644.20
Second year of experience	645.40	17.00	662.40
Third year of experience	676.30	17.00	693.30
Fourth year of experience	713.00	17.00	730.00
Fifth year of experience	752.40	17.00	769.40
Sixth year of experience	789.30	17.00	806.30
Seventh year of experience	818.70	17.00	835.70
Eighth year of experience and thereafter	840.80	17.00	857.80
Chief Pharmacist (Practising Pharmacist) - Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants			
First year of service	893.90	17.00	910.90
Second year of service	919.30	17.00	936.30
Third year of service	941.10	17.00	958.10

In charge of 4 or more registered or unregistered assistants			
First year of service	963.00	17.00	980.00
Second year of service	985.70	17.00	1,002.70
Third year of service	1,014.40	17.00	1,031.40
Pharmacists who are in possession of a Fellowship of the Society of Hospital Pharmacists shall be paid in addition to the rates prescribed an allowance per week of the amount set out in Item 15 of Table 2 - Other Rates and Allowances.			
Radiographic Staff			
Radiographer -			
First year of experience	612.30	17.00	629.30
Second year of experience	627.20	17.00	644.20
Third year of experience	654.30	17.00	671.30
Fourth year of experience	681.40	17.00	698.40
Fifth year of experience	709.70	17.00	726.70
Sixth year of experience	738.10	17.00	755.10
Seventh year of experience	767.50	17.00	784.50
Eighth year of experience and thereafter	798.90	17.00	815.90
Senior Radiographer in a Section	856.00	17.00	873.00
Assistant Chief Radiographer	875.40	17.00	892.40
Chief Radiographer or Sole Radiographer at Hospitals with an Adjusted Daily Average of			
Under 100 beds	875.40	17.00	892.40
100 beds but less than 200	922.10	17.00	939.10
200 beds but less than 300	973.20	17.00	990.20
300 beds but less than 500	1,029.60	17.00	1,046.20
500 beds but less than 750	1,083.30	17.00	1,100.30
Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more	1,110.40	17.00	1,127.40
Radiographers who are in possession of a Fellowship of the Australian Institute of Radiography shall be paid an allowance of the amount per week set out in Item 16 of Table 2 - Other Rates and Allowances.			
A radiographer employed in a hospital who is required to provide a weekly service to another hospital or hospitals shall be paid in accordance with the following:			
(a) Where a radiographer is classified and paid as a Chief Radiographer in his own hospital, he shall be adjusted to the rate prescribed for a Chief Radiographer based on the combined A.D.A. of the hospitals within the group service, provided that if on this basis the employee would not be entitled to an adjustment to a higher salary rate, the employee shall be paid an allowance of the amount per week set out in Item 17 of Table 2-Other Rates and Allowances			
(b) Where the employee is not classified and paid as a Chief Radiographer, the employee shall be paid the weekly rate prescribed for a Senior Radiographer.			
Support Services Staff			
General Services Officer, Grade I			
(includes Maid, Laundry Hand, Seamstress)			
Junior (under 18 years of age)	427.40	3.0%	440.20
Adult (18 years of age and over)	517.00	17.00	534.00

General Services Officer, Grade II - (includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/cleaner, Cleaner, General Useful)	528.10	17.00	545.10
General Services Officer, Grade III - (includes Handyperson, Storeperson, Assistant Cook)	536.50	17.00	553.50
General Services Officer, Grade IV - First year of service	547.90	17.00	564.90
Second year of service	555.80	17.00	572.80
Third year of service and thereafter	567.30	17.00	584.30
Cook - Grade A	561.20	17.00	578.20
Grade B	549.40	17.00	566.40
Chef - First year of service	579.10	17.00	596.10
Second year of service and thereafter	588.70	17.00	605.70
Catering Officer - First year of service	621.10	17.00	638.10
Second year of service and thereafter	629.30	17.00	646.30
Housekeeper First year of service	547.10	17.00	564.10
Second year of service and thereafter	550.10	17.00	567.10
Laundry Foreman and Forewoman	556.70	17.00	573.70
If in possession of Laundry and Dry Cleaning Certificate	563.60	17.00	580.60
Gardener (Otherwise)	538.90	17.00	555.90
Gardener (Qualified)	550.60	17.00	567.60
Head Gardener (Otherwise)	564.70	17.00	581.70
Head Gardener (Qualified)	591.60	17.00	608.60
Motor Vehicle Driver	547.20	17.00	564.20
Motor Vehicle Driver (Trucks and Ambulance)	553.50	17.00	570.50
Storekeeper	573.80	17.00	590.80
Technical Staff			
Technical Officer - Grade I - First year of experience	586.90	17.00	603.90
Second year of experience	597.70	17.00	614.70
Third year of experience	605.70	17.00	622.70

Fourth year of experience	616.80	17.00	633.80
Fifth year of experience	627.20	17.00	644.20
Sixth year of experience	645.40	17.00	662.40
Seventh year of experience	661.90	17.00	678.90
Eighth year of experience & thereafter	676.30	17.00	693.30
Grade II -			
First year of service	713.10	17.00	730.10
Second year of service	732.80	17.00	749.80
Third year of service	752.40	17.00	769.40
Fourth year of service	789.30	17.00	806.30
Senior Technical Officer			
First year of service	818.70	17.00	835.70
Second year of service	829.70	17.00	846.70
Third year of service and thereafter	840.80	17.00	857.80
Medical Technologist -			
First year of experience	627.20	17.00	644.20
Second year of experience	645.40	17.00	662.40
Third year of experience	676.30	17.00	693.30
Fourth year of experience	713.10	17.00	730.10
Fifth year of experience	752.40	17.00	769.40
Sixth year of experience	789.30	17.00	806.30
Seventh year of experience	818.70	17.00	835.70
Eighth year of experience & thereafter	840.80	17.00	857.80
Senior Medical Technologist in a Section -			
First year of experience	893.90	17.00	910.90
Second year of experience	919.30	17.00	936.30
Third year of experience and thereafter	941.10	17.00	958.10
Chief Medical Technologist -			
If sole technologist in a hospital or in charge of other technologists or trainees at hospitals having an adjusted daily average of occupied beds of less than 200			
First year of experience	963.00	17.00	980.00
Second year of experience	985.70	17.00	1,002.70
Third year of experience & thereafter	1,014.40	17.00	1,031.40
Provided that where a Chief Medical Technologist is the holder of a Fellowship of the Australian Institute of Medical Technology s/he shall be paid an additional amount per week as set out in Item 18 of Table 2 - Other Rates and Allowances.			
Apprentices			
Apprentice Cook -			
First year	329.60	60% of Cook B	339.80
Second year	453.30	82½% of Cook B	467.30
Third year	508.20	92½% of Cook B	523.90
Apprentice Gardener			
First year	275.30	50% of Gardener (qualified)	283.80

Second year	330.40	60% of Gardener (qualified)	340.60
Third year	440.50	80% of Gardener (qualified)	454.10
Fourth year	495.50	90% of Gardener (qualified)	510.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 1.10.2004
1	6(iii)	Meal allowances (overtime) - breakfast lunch dinner	\$8.80 per meal \$11.40 per meal \$16.70 per meal
2	7(iii)	Transport allowance - use of own vehicle (overtime hours) vehicles with engine capacity over 1600 cc vehicles with engine capacity 1600 cc and under	24.5 cents per km 20.5 cents per km
3	10(viii)	Apprentices - certificate of exam pass each subsequent year	\$1.65 per week \$1.65 per week
4	12(i)	Driving allowances - Where required to drive a vehicle required to drive more than 10 hours in any week - minimum payment required to drive more than four hours in any day or shift - minimum payment	\$4.10 per week \$4.10 \$4.10 per shift
5	12(ii)	Post mortem assistance allowance - weekly allowance where assisting in more than one post mortem per week	\$6.60 per week \$6.60 p/post mortem
6	12(iii)	Dirty work, confined spaces allowance	\$0.35 per hour
7	12(iii)	Confined spaces allowance - inside boiler, flue, etc.	\$0.61 per hour
8	12(v)	Handling linen of nauseous nature allowance (except in sealed linen bags)	\$0.20 per hour
9	12(vii)	Leading hand allowance - in charge of 2 to 5 employees in charge of 6 to 10 employees in charge of 11 to 15 employees in charge of 16 to 19 employees	\$17.90 per week \$25.10 per week \$31.80 per week \$38.90 per week
10	21(iii)	Uniform allowance	\$1.70 per week
11	21(iv)	Laundering of uniform allowance	\$1.00 per week
12	Table 1	Stenographic allowance	\$4.90 per week
13	Table 1	Sterilising Certificate allowance	\$5.80 per week
14	Table 1	Boiler Attendant allowance	\$13.00 per week
15	Table 1	Fellowship of the Society of Hospital Pharmacists allowance	\$16.50 per week
16	Table 1	Fellowship of Australian Institute of Radiography allowance	\$18.10 per week
17	Table 1	Chief Radiographer service to another hospital allowance	\$30.90 per week
18	Table 1	Fellowship of Australian Institute of Medical Technology Allowance	\$29.60 per week

3. This variation shall take effect from the first full pay period to commence on or after 1 October 2005.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(287)

SERIAL C4245

PRIVATE HOSPITAL PROFESSIONAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3783 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause 19.1 of clause 19, State Wage Case Adjustments, of the award published 16 March 2001 (323 I.G. 35) and insert in lieu thereof the following:
 - 19.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2005 Adjustment per week \$	Wage Rate as from 1/2/06 per week \$
Medical Officers			
Resident			
1st year of service	703.30	17.00	720.30
2nd year of service	759.00	17.00	776.00
3rd year of service	821.00	17.00	838.00
4th year of service	879.90	17.00	896.90
Registrar			
1st year of service	821.60	17.00	838.60
2nd year of service	879.90	17.00	896.90
3rd year of service	938.50	17.00	955.50
4th year of service	994.70	17.00	1,011.70
Senior Registrar	1,080.40	17.00	1,097.40
Scientific Officers			
1st year of scale	626.80	17.00	643.80
2nd year of scale	645.00	17.00	662.00
3rd year of scale	675.80	17.00	692.80
4th year of scale	712.60	17.00	729.60
5th year of scale	752.10	17.00	769.10
6th year of scale	788.90	17.00	805.90
7th year of scale	818.30	17.00	835.30
8th year of scale	840.30	17.00	857.30

Senior Scientific Officer			
1st year of scale	893.40	17.00	910.40
2nd year of scale	918.70	17.00	935.70
3rd year of scale	940.60	17.00	957.60
4th year of scale	962.40	17.00	979.40
5th year of scale	985.20	17.00	1,002.20
6th year of scale	1,014.00	17.00	1,031.00
7th year of scale	1,040.70	17.00	1,057.70
8th year of scale	1,063.50	17.00	1,080.50
Senior Scientific Officer-in-Charge			
(a) in charge of a section of a laboratory -			
1st year	893.40	17.00	910.40
2nd year	918.70	17.00	935.70
Thereafter	940.60	17.00	957.60
(b) in charge of a laboratory at a hospital having an ADA of -			
(i) less than 200:			
1st year	962.40	17.00	979.40
2nd year	985.20	17.00	1,002.20
Thereafter	1,013.00	17.00	1,030.00
(ii) more than 200:			
1st year	1,014.00	17.00	1,031.00
2nd year	1,040.70	17.00	1,057.70
Thereafter	1,062.80	17.00	1,079.80
Principal Scientific Officer			
1st year of scale	1,094.20	17.00	1,111.20
2nd year of scale	1,117.90	17.00	1,134.90
3rd year of scale	1,144.30	17.00	1,161.30
4th year of scale	1,168.30	17.00	1,185.30
5th year of scale	1,193.30	17.00	1,210.30
6th year of scale	1,218.00	17.00	1,235.00
7th year of scale	1,242.30	17.00	1,259.30
8th year of scale	1,268.00	17.00	1,285.00
9th year of scale	1,292.60	17.00	1,309.60
10th year of scale	1,318.30	17.00	1,335.30
Trainee Scientific Officer			
1st year of scale	400.50	17.00	417.50
2nd year of scale	422.50	17.00	439.50
3rd year of scale	466.30	17.00	483.30
4th year of scale	515.20	17.00	532.20
5th year of scale	564.90	17.00	581.90
6th year of scale	605.50	17.00	622.50
Nurse Counsellor			
1st year of scale	617.50	17.00	634.50
2nd year of scale	640.40	17.00	657.40
3rd year of scale	671.70	17.00	688.70
4th year of scale	699.90	17.00	716.90
5th year of scale	733.00	17.00	750.00
6th year of scale	759.60	17.00	776.60
7th year of scale	783.00	17.00	800.00
8th year of scale	805.40	17.00	822.40
Thereafter	835.70	17.00	852.70
Psychologists, Audiologists and Research or Project Officers			
1st year of service	613.20	17.00	630.20
2nd year of service	635.80	17.00	652.80
3rd year of service	666.40	17.00	683.40
4th year of service	696.00	17.00	713.00
5th year of service	728.60	17.00	745.60

6th year of service	759.00	17.00	776.00
7th year of service	782.80	17.00	799.80
8th year of service	835.50	17.00	852.50
Clinical Psychologists			
1st year of service	806.50	17.00	823.50
2nd year of service	848.60	17.00	865.60
3rd year of service	887.60	17.00	904.60
4th year of service	930.10	17.00	947.10
5th year of service	969.30	17.00	986.30
Librarian - Graduate			
1st year of service	607.70	17.00	624.70
2nd year of service	626.60	17.00	643.60
3rd year of service	652.10	17.00	669.10
4th year of service	675.70	17.00	692.70
5th year of service	699.90	17.00	716.90
6th year of service	716.40	17.00	733.40
7th year of service	751.70	17.00	768.70
Dieticians			
1st year of scale	645.00	17.00	662.00
2nd year of scale	675.80	17.00	692.80
3rd year of scale	712.60	17.00	729.60
4th year of scale	752.10	17.00	769.10
5th year of scale	788.90	17.00	805.90
6th year of scale	818.30	17.00	835.30
7th year of scale	840.30	17.00	857.30
Grade 1			
1st year of scale	893.40	17.00	910.40
2nd year of scale	918.70	17.00	935.70
Physiotherapists, Occupational Therapists, Music Therapists, Speech Pathologists			
1st year of scale	626.80	17.00	643.80
2nd year of scale	645.00	17.00	662.00
3rd year of scale	675.20	17.00	692.20
4th year of scale	712.60	17.00	729.60
5th year of scale	752.10	17.00	769.10
6th year of scale	788.90	17.00	805.90
7th year of scale	818.30	17.00	835.30
8th year of scale	840.30	17.00	857.30
Medical Records Administrator			
1st year of service	616.20	17.00	633.20
2nd year of service	626.40	17.00	643.40
3rd year of service	636.80	17.00	653.80
4th year of service	646.80	17.00	663.80
5th year of service	658.10	17.00	675.10
6th year of service	671.50	17.00	688.50
7th year of service	684.70	17.00	701.70
8th year of service	714.20	17.00	731.20
Welfare Officers - Social			
Adults - Grade 1			
1st year of scale	550.70	17.00	567.70
2nd year of scale	577.10	17.00	594.10
3rd year of scale	600.80	17.00	617.80
4th year of scale	622.90	17.00	639.90
5th year of scale	672.80	17.00	689.80
Adults - Grade 2			
1st year of scale	669.90	17.00	686.90
2nd year of scale	693.30	17.00	710.30

Social Workers			
1st year of scale	617.50	17.00	634.50
2nd year of scale	640.40	17.00	657.40
3rd year of scale	671.70	17.00	688.70
4th year of scale	699.90	17.00	716.90
5th year of scale	733.00	17.00	750.00
6th year of scale	759.60	17.00	776.60
7th year of scale	783.00	17.00	800.00
8th year of scale	805.40	17.00	822.40
9th year of scale	835.70	17.00	852.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 1/2/06 \$
1	3.4	Principal Scientific Officer-Qualification Allowance	43.20 p/wk
2	3(3.6)(b)	Psychologists, Audiologists and Research or Project Officers Allowance	47.80 p/wk
		Further Allowance	47.80 p/wk
3	3(3.9)	Physiotherapist, Occupational Therapist, Speech Pathologist -In-Charge Allowance	102.00 p/wk
4	6(6.2)	Meal Allowance - Overtime	
	(a)	Breakfast	8.60
	(b)	Lunch	11.10
	(c)	Evening	16.40
5	20(20.3)	Uniform Allowance	1.70 p/wk
6	20(20.4)	Laundry Allowance	0.95 p/wk
7	23	Mileage Allowance	
		Motor Car	
		First 8,000 kilometres per year	
		1,600 cc and over	0.526 p/km
		Under 1600 cc	0.376 p/km
		Over 8,000 kilometres per year	
		1,600 cc and over	0.187 p/km
		Under 1600 cc	0.157 p/km
		Motor Cycle	0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 February 2006.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(006)

SERIAL C4243

ROYAL NEW SOUTH WALES INSTITUTE FOR DEAF AND BLIND CHILDREN EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3782 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause (ii) of clause 3, Rates of Pay, of the Royal Institute for Deaf and Blind Children Employees (State) Award published 16 April 2004 (344 I.G. 1) and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current Rate per week \$	SWC 2005 Adjustment per week \$	Wage Rate as from 13.9.2005 per week \$
(i) Facilities Staff			
Technical Staff Group			
Technical Assistants/Aides - Junior Scales			
At 16 years of age and under	330.90	3.0%	340.80
At 17 years of age	373.10	3.0%	384.30
Adult Scales - Grade I			
1st year	542.90	17.00	559.90
2nd year	550.70	17.00	567.90
3rd year	562.20	17.00	579.20
Recreational Activities Officer -			
1st year of experience	550.70	17.00	567.70
2nd year of experience	562.20	17.00	579.20
3rd year of experience	569.90	17.00	586.90
Domestic Staff Group			
Cleaner	536.10	17.00	553.10
Domestic Assistant -			
18 years of age and over	517.00	17.00	534.00
Under 18 years of age	438.80	3.0%	452.00

Catering Staff Group			
Cook Grade "A"	561.20	17.00	578.20
Cook Grade "B"	544.40	17.00	561.40
Catering Officer	640.30	17.00	657.30
Assistant Catering Officer	574.10	17.00	591.10
Assistant Cook	537.50	17.00	554.50
Kitchen Hand/Scullery Hand	525.60	17.00	542.60
Laundry Staff Group			
Laundry/Linen Hand -			
18 years of age or over	517.00	17.00	534.00
Under 18 years of age	441.10	3.0%	454.30
Wash House Employee -			
Industrial or Commercial Washing Machine			
Operator -	525.60	17.00	542.60
Foreperson			
Grade A	570.70	17.00	587.70
Grade B	556.70	17.00	573.70
Grade C	545.40	17.00	562.40
Seamstress -			
18 years of age and over	517.00	17.00	534.00
Under 18 years of age	438.50	3.0%	451.70
Maintenance and Stores Group			
Engineer -			
1st year of service	720.70	17.00	737.70
2nd year of service	761.70	17.00	778.70
Maintenance Officer (Qualified)	630.00	17.00	647.00
Handyperson	531.50	17.00	548.50
Motor Vehicle Drivers -			
A - Sedan	542.30	17.00	559.30
B - Utility	545.40	17.00	562.40
C - Ambulance/Minibus	548.50	17.00	565.50
D - Larger vehicle under 5 tonnes	553.30	17.00	570.30
E - Truck, 5 tonnes or over	560.50	17.00	577.50
Head Gardener -			
Qualified	591.60	17.00	608.60
Otherwise	564.70	17.00	581.70
Gardener -			
Qualified	550.60	17.00	567.60
Otherwise	533.90	17.00	550.90
Gardener's Labourer	525.60	17.00	542.60
Groundsperson/General Hand	525.60	17.00	542.60
Storesperson	531.50	17.00	548.50
A Stores Record-keeping Allowance in the nature of salary, being 40% of the difference between the Storekeeper rate of pay and the Storesperson rate of pay, shall be paid in recognition of the duties contained in the duty statement as at 7.2.1995 for the position of Storesperson/Storekeeper. See Item 7 of Table 2 - Other Rates and Allowances.			
Storekeeper	568.70	17.00	585.70
The level of appointment within the incremental scale will take into account previous experience whether within the Institute or with other employers.			
Leading Hand Allowance -			
In charge of 2 to 5 other employees	17.70	3.0%	18.20
In charge of 6 to 10 other employees	24.90	3.0%	25.60
In charge of 11 to 15 other employees	32.00	3.0%	33.00
In charge of 16 to 19 other employees	38.90	3.0%	40.10

(ii) Residential Care Staff			
Employees shall be paid not less than the following minimum salaries:			
(a) Residential Care Assistant			
1st year of service	537.60	17.00	554.60
2nd year of service	545.40	17.00	562.40
3rd year of service	553.20	17.00	570.20
4th year of service	564.80	17.00	581.80
5th year of service	575.00	17.00	592.00
A Residential Care Assistant who completes one of the qualifications necessary for appointment to the classification of Residential Care Worker shall, on completion of such qualification, be promoted to the classification of Residential Care Worker to that incremental step of the scale of Residential Care Worker which takes into account the minimum level for appointment for the qualification completed, provided that a Residential Care Assistant who has completed 12 months' service on the 5th year of the scale for Residential Care Assistant and who successfully completes the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be promoted to not less than the 2nd year rate of the incremental scale for residential care worker.			
(b) Residential Care Worker			
1st year of service	575.00	17.00	592.00
2nd year of service	587.50	17.00	604.50
3rd year of service	600.40	17.00	617.40
4th year of service	620.50	17.00	637.50
5th year of service	643.60	17.00	660.60
6th year of service	667.90	17.00	684.90
7th year of service	693.50	17.00	710.50
(a) Employees who hold the Associate Diploma in Developmental Disabilities or the Associate Diploma in Education-Habilitation shall be appointed at not less than the 1st year of service of residential care worker and shall progress by annual increments to the 5th year of service.			
(b) Employees who hold a degree, diploma or other qualification in a therapy-related or education-related discipline shall be appointed at not less than the respective year of the scale of residential care worker, as follows, and shall progress by annual increments to the 7th year of the scale:			
(i) A degree or diploma requiring the equivalent of a minimum of three years' full-time study - the 3rd year of service;			
(ii) A degree with honours (four-year course) or degree and/or diploma requiring a minimum of the equivalent of four years' full-time study or a Master's Degree or higher qualification - the 4th year of service.			
(c) Employees who hold other tertiary qualifications considered by the employer to be of relevance shall have such relevant qualifications taken into account.			
(d) Employees with relevant experience, either with the same or other employers, shall have such relevant experience taken into account.			
(e) Progression through the incremental scale for employees shall be automatic and occur at the end of each year of service as an employee until the top of the incremental scale is reached, with the proviso that the Head of Department may recommend the withholding of an increment if an employee's performance is considered unsatisfactory.			
(iii) Clerical Staff			
Clerk (Accounting), Clerk (Fundraising), Clerk Typist, Administrative Assistant -			
Grade 1	541.70	17.00	558.70
Grade 2	551.60	17.00	568.60
Grade 3	568.10	17.00	585.10
Grade 4	583.60	17.00	600.60
Grade 5	597.90	17.00	614.90
Grade 6	610.00	17.00	627.00
Clerical Supervisor (Accounting), Clerical Supervisor (Fundraising) -			
Grade 1	655.50	17.00	672.50
Grade 2	678.90	17.00	695.90
Grade 3	702.90	17.00	719.90

Secretary -			
Grade 1	546.30	17.00	563.30
Grade 2	563.00	17.00	580.00
Grade 3	614.60	17.00	631.60
Grade 4	656.50	17.00	673.50
Data-entry Operator, Text-entry Operator, Word Processor -			
Grade 1	532.70	17.00	549.70
Grade 2	541.70	17.00	558.70
Grade 3	551.60	17.00	568.60
Grade 4	570.70	17.00	587.70
Grade 5	583.60	17.00	600.60
Grade 6	597.90	17.00	614.90
Proofreader -			
Grade 1	532.70	17.00	549.70
Grade 2	541.70	17.00	558.70
Receptionist -			
Grade 1	541.70	17.00	558.70
Grade 2	551.60	17.00	568.60
Grade 3	568.10	17.00	585.10
Grade 4	581.10	17.00	598.10
Clerical Assistant -			
Grade 1	532.70	17.00	549.70
Grade 2	541.70	17.00	558.70
Grade 3	551.60	17.00	568.60
Grade 4	568.10	17.00	585.10
Junior - Aged 17 years	341.40	3.0%	351.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount as from 13.9.05 \$
1	13(i)	Transport Allowance - - Under 1500 cc - 1500 cc to 2000 cc - 2001 cc to 4000 cc 4001 cc plus	34.6 cents per km 40.4 cents per km 46.3 cents per km 47.9 cents per km
2	13(iii)	Remote Call Allowance	12.70 per period
3	13(iv)	In-service Training Course Allowance	18.10 per week
4	13(v)	Residential Care Course Allowance	10.40 per week
5	13(vi)	Broken Shift Allowance	6.80 per shift
6	13(vii)	Sleepover Allowance	31.10 per night
7	Table 1	Stores Record-keeping Allowance	18.70 per week

3. This variation shall take effect from the beginning of the first full period to commence on or after 13 September 2005.

E. A. R. BISHOP, Commissioner.

CHARITABLE INSTITUTIONS (PROFESSIONAL STAFF SOCIAL WORKERS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3778 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause 3.2 of clause 3, Salaries, of the award published 26 November 1999 (312 I.G. 341) and insert in lieu thereof the following:
 - 3.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment.

2. Delete Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2005 Adjustment per week \$	Wage Rate as from 1/10/05 per week \$
1st year of scale	618.00	17.00	635.00
2nd year of scale	640.80	17.00	657.80
3rd year of scale	672.10	17.00	689.10
4th year of scale	700.30	17.00	717.30
5th year of scale	733.50	17.00	750.50
6th year of scale	760.10	17.00	777.10
7th year of scale	783.40	17.00	800.40
8th year of scale	805.90	17.00	822.90
9th year of scale & thereafter	836.20	17.00	853.20
Grade 1	876.30	17.00	893.30
Senior	930.50	17.00	947.50

3. This variation shall take effect from the first pay period to commence on or after 1 October 2005.

E. A. R. BISHOP, Commissioner.

(345)

SERIAL C4246

CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL STAFF) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3784 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete subclause 3.10 of clause 3, Salaries, of the published 31 August 2001, (327 I.G. 399), and insert in lieu thereof the following:
 - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Current Rate \$/week	SWC 2005 Adjustment \$/week	Wage Rate as from 1.10.2005 \$/week
Scientific Officer			
1st year of service	627.20	17.00	644.20
2nd year of service	645.40	17.00	662.40
3rd year of service	676.30	17.00	693.30
4th year of service	713.10	17.00	730.10
5th year of service	752.40	17.00	769.40
6th year of service	789.30	17.00	806.30
7th year of service	818.70	17.00	835.70
8th year of service & thereafter	840.80	17.00	857.80
Senior Scientific Officer			
1st year of service	893.90	17.00	910.90
2nd year of service	919.30	17.00	936.30
3rd year of service	941.10	17.00	958.10
4th year of service	963.00	17.00	980.00
5th year of service	985.70	17.00	1,002.70
6th year of service	1,014.40	17.00	1,031.40
7th year of service	1,041.00	17.00	1,058.00
8th year of service & thereafter	1,064.10	17.00	1,081.10

Senior Scientific Officer in Charge In charge of a section of a laboratory			
1st year	893.90	17.00	910.90
2nd year	919.30	17.00	936.30
3rd year & thereafter	941.10	17.00	958.10
In charge of a laboratory of an agency having an ADA of			
Less than 200 ADA			
1st year	963.00	17.00	980.00
2nd year	985.70	17.00	1,002.70
3rd year & thereafter	1,014.40	17.00	1,031.40
More than 200 ADA			
1st year	1,014.40	17.00	1,031.40
2nd year	1,041.10	17.00	1,058.10
3rd year & thereafter	1,064.10	17.00	1,081.10
Principal Scientific Officer			
1st year of service	1,094.50	17.00	1,111.50
2nd year of service	1,118.50	17.00	1,135.50
3rd year of service	1,144.70	17.00	1,161.70
4th year of service	1,168.80	17.00	1,185.80
5th year of service	1,193.60	17.00	1,210.60
6th year of service	1,218.50	17.00	1,235.50
7th year of service	1,243.30	17.00	1,260.30
8th year of service	1,268.50	17.00	1,285.50
9th year of service	1,293.10	17.00	1,310.10
10th year of service & thereafter	1,318.80	17.00	1,335.80
Trainee Scientific Officer			
1st year of service	403.90	17.00	420.90
2nd year of service	447.00	17.00	464.00
3rd year of service	467.70	17.00	484.70
4th year of service	515.50	17.00	532.50
5th year of service	565.40	17.00	582.40
6th year of service	605.90	17.00	622.90
Medical Records Administrator			
Grade 1	618.40	17.00	635.40
Grade 2	628.60	17.00	645.60
Grade 3	638.60	17.00	655.60
Grade 4	648.20	17.00	665.20
Grade 5	661.30	17.00	678.30
Grade 6	672.40	17.00	689.40
Grade 7	684.90	17.00	701.90
Grade 8	714.80	17.00	731.80
Nurse Counsellor			
1st year of service	618.20	17.00	635.20
2nd year of service	641.20	17.00	658.20
3rd year of service	672.40	17.00	689.40
4th year of service	700.60	17.00	717.60
5th year of service	733.60	17.00	750.60
6th year of service	760.70	17.00	777.70
7th year of service	784.10	17.00	801.10
8th year of service	804.30	17.00	821.30
9th year of service	836.70	17.00	853.70
Dental Officer			
On appointment			
Less than 2 years service	716.00	17.00	733.00
with 2 and less than 4 years service	765.10	17.00	782.10
with 4 and less than 5 years service	810.10	17.00	827.10
with 5 or more years' service	862.10	17.00	879.10

on completion of 12 months on maximum of scale-			
1st year	914.60	17.00	931.60
2nd year	964.20	17.00	981.20
Senior Dentist			
1st year	993.70	17.00	1,010.70
2nd year	1,022.20	17.00	1,039.20
Dental Chairside Assistant			
1st year of service	348.60	17.00	365.60
2nd year of service	378.60	17.00	395.60
3rd year of service	406.80	17.00	423.80
4th year of service	439.80	17.00	456.80
5th year of service	465.90	17.00	482.90
6th year of service	498.70	17.00	515.70
7th year of service	512.20	17.00	529.20
8th year of service	520.20	17.00	537.20
9th year of service	527.50	17.00	544.50
Dieticians			
General Scale			
1st year of service	645.40	17.00	662.40
2nd year of service	676.30	17.00	693.30
3rd year of service	713.10	17.00	730.10
4th year of service	752.40	17.00	769.40
5th year of service	789.30	17.00	806.30
6th year of service	818.70	17.00	835.70
7th year of service	840.80	17.00	857.80
Grade 1			
1st year	893.90	17.00	910.90
2nd year	919.30	17.00	936.30
Therapists (other than Speech Pathologists) Salaries			
1st year of service	627.20	17.00	644.20
2nd year of service	645.40	17.00	662.40
3rd year of service	676.30	17.00	693.30
4th year of service	713.10	17.00	730.10
5th year of service	752.40	17.00	769.40
6th year of service	789.30	17.00	806.30
7th year of service	818.70	17.00	835.70
8th year of service & thereafter	840.80	17.00	857.80
Speech Pathologists			
1st year of service	627.20	17.00	644.20
2nd year of service	645.40	17.00	662.40
3rd year of service	676.30	17.00	693.30
4th year of service	713.10	17.00	730.10
5th year of service	752.40	17.00	769.40
6th year of service	789.30	17.00	806.30
7th year of service	818.70	17.00	835.70
8th year of service & thereafter	840.80	17.00	857.80
Audiologists			
1st year of service	612.50	17.00	629.50
2nd year of service	635.40	17.00	652.40
3rd year of service	666.80	17.00	683.80
4th year of service	697.10	17.00	714.10
5th year of service	729.40	17.00	746.40
6th year of service	759.50	17.00	776.50
7th year of service	783.80	17.00	800.80
8th year of service	807.30	17.00	824.30
9th year of service	836.30	17.00	853.30

Psychologists			
1st year of service	613.20	17.00	630.20
2nd year of service	635.80	17.00	652.80
3rd year of service	666.40	17.00	683.40
4th year of service	696.00	17.00	713.00
5th year of service	728.60	17.00	745.60
6th year of service	759.00	17.00	776.00
7th year of service	782.80	17.00	799.80
8th year of service	835.50	17.00	852.50
Clinical Psychologists			
1st year of service	806.50	17.00	823.50
2nd year of service	848.60	17.00	865.60
3rd year of service	887.60	17.00	904.60
4th year of service	930.10	17.00	947.10
5th year of service	969.30	17.00	986.30

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 1.10.2005 \$
1	3.1 (d)	Qualification Allowance	34.30 p/wk
2	3.8 (c)	Audiologist's Allowance	42.50 p/wk
3	3.7 (c)	In Charge Allowance In charge of 1 to 5 other therapists of the same discipline In charge of 6 to 9 other therapists of the same discipline In charge of 10 to 19 other therapists of the same discipline In charge of 20 or more other therapists of the same discipline	97.90 p/wk 131.30 p/wk 159.20 p/wk 187.80 p/wk
4	3.7 (c)	Senior Assistant's Allowance	19.40 p/wk
5	3.7 (c)	Location Responsibility Allowance Responsible for 4 to 5 other therapists of the same discipline Responsible for 6 to 9 other therapists of the same discipline Responsible for 10 or more therapists of the same discipline	39.10 p/wk 57.70 p/wk 71.90 p/wk
6	3.7 (c)	Sole Therapist's Allowance	28.60 p/wk
7	7.2	Scientific Officers - On-Call Allowance	10.40 p/on-call
8	7.3	Therapists - On-Call Allowance	6.80 p/on-call 34.00 p/wk
9	7.4	Medical Records Administrators-On-Call Allowance	6.80 p/on-call 34.00 p/wk
10	10.2 (a)	Breakfast Allowance	6.00 p/shift
11	10.2 (b)	Evening Meal Allowance	10.00 p/shift
12	10.2 (c)	Luncheon Allowance	8.00 p/shift
13	21.2	Travelling Allowance	0.526 p/kilometre
14	22.3	Uniform Allowance	1.66 p/wk
15	22.4	Laundry Allowance	0.94 p/wk

3. This variation shall take effect from the first pay period to commence on or after 1 October 2005.

E. A. R. BISHOP, Commissioner.

(4175)

SERIAL C4249

**PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES
INDUSTRY (TRAINING) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3787 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete paragraph (x) of subclause (b) of clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and insert in lieu thereof the following:

- (x) Minimum and maximum hours of work for part-time employees specified in the parent award shall apply to part-time Trainees also.

Example of the Calculation for the Wage Rate for a Part-time Traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the parent award are 38. The training contract specifies 2 years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore:

$$7.6 \quad \times \quad 12/24 \quad = \quad 3.8 \text{ hours}$$

"Trainee hours" total 15 hours; these are made up of 11 hours' work which are worked over 2 days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$221.00 \quad \times \quad \frac{15 \quad - \quad 3.8}{30.4} \quad = \quad \$81.42$$

plus any applicable penalty rates under the parent award.

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" change.

2. Delete subclause (e) of clause 7, Wages, and insert in lieu thereof the following:
- (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	
Plus 5 years or more	453.00		

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

Table 2 - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	
Plus 5 years or more	435.00		

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

Table 3 - Weekly Rates - Industry/Skill Level C

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	221.00	243.00	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years	278.00	312.00	349.00
Plus 3 years	312.00	349.00	390.00
Plus 4 years	349.00	390.00	
Plus 5 years or more	390.00		

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

Table 4 - School-based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	221.00	243.00

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

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A			
School leaver	7.27	7.99	9.64
1 year after leaving school	7.99	9.64	11.18
2 years +	9.64	11.18	13.03
3 years +	11.18	13.03	14.90
4 years +	13.03	14.90	
5 years +	14.90		
Skill Level B			
School leaver	7.27	7.99	9.31
1 year after leaving school	7.99	9.31	10.69
2 years +	9.31	10.69	12.57
3 years +	10.69	12.57	14.31
4 years +	12.57	14.31	
5 years +	14.31		
Skill Level C			
School leaver	7.27	7.99	9.14
1 year after leaving school	7.99	9.14	10.26
2 years +	9.14	10.26	11.48
3 years +	10.26	11.48	12.83
4 years +	11.48	12.83	
5 years +	12.83		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.27	7.99

4. This variation shall take effect from the first pay period to commence on or after 26 November 2005.

E. A. R. BISHOP, Commissioner.

(1201)

SERIAL C4248**PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3786 of 2005)

Before Commissioner Bishop

26 August 2005

VARIATION

1. Delete paragraph (ix) of subclause (c) of clause 7, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:

- (ix) Minimum and maximum hours of work for part-time employees specified in the relevant award shall apply to part-time trainees also.

Example of the Calculation for the Wage Rate for a Part-time Traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the relevant award are 38. The training contract specifies 2 years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore:

$$7.6 \quad \times \quad 12/24 \quad = \quad 3.8 \text{ hours}$$

"Trainee hours" total 15 hours; these are made up of 11 hours' work which are worked over 2 days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$221.00 \quad \times \quad \frac{15 \quad - \quad 3.8}{30.4} \quad = \quad \$81.42$$

plus any applicable penalty rates under the relevant award.

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" change.

2. Delete subclause (e) of clause 8, Wages, and insert in lieu thereof the following:
- (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
3. Number clause 10, Area, Incidence and Duration, to read as (i) to (v).

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

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	173.00 (50%)	216.00 (33%)	
	202.00 (33%)	243.00 (25%)	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years	293.00	340.00	396.00
Plus 3 years	340.00	396.00	453.00
Plus 4 years	396.00	453.00	
Plus 5 years or more	453.00		

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	173.00 (50%)	216.00 (33%)	
	202.00 (33%)	243.00 (25%)	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years	283.00	325.00	382.00
Plus 3 years	325.00	382.00	435.00
Plus 4 years	382.00	435.00	
Plus 5 years or more	435.00		

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School-based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School-based Traineeships Skill Levels A, B and C	221.00	243.00

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

5. This variation shall take effect from the first full pay period to commence on or after 26 November 2005.

E. A. R. BISHOP, Commissioner.

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AGED CARE GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 3785 of 2005)

Before Commissioner Bishop

16 September 2005

VARIATION

1. Delete subclause (iii) of clause 3, Wages of the award published 10 November 2000 (320 I.G. 1), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Cases 2005. These adjustments may be offset against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay**

	Current Rate \$/week	SWC 2005 Adjustment \$/week	Wage Rate as from 1.10.2005 \$/week
Administrative Services Clerk (under 18 years of age)	318.90	3.0%	328.50
Clerk - Grade 1 (18 years of age and over)			
1st year of service	511.30	17.00	528.30
2nd year of service	524.60	17.00	541.60
3rd year of service	536.70	17.00	553.70
4th year of service	546.70	17.00	563.70
5th year of service and thereafter	556.70	17.00	573.70
Clerk - Grade 2			
1st year of service	573.30	17.00	590.30
2nd year of service and thereafter	588.30	17.00	605.30
Clerk - Grade 3			
1st year of service	603.60	17.00	620.60
2nd year of service and thereafter	616.90	17.00	633.90
Clerk - Grade 4			
1st year of service	629.70	17.00	646.70
2nd year of service and thereafter	641.50	17.00	658.50
Clerk - Grade 5			
1st year of service	657.10	17.00	674.10
2nd year of service and thereafter	669.60	17.00	686.60

Provided that employees under the age of 18 who are substantially engaged in stenographic duties or as a comptometer or ledger posting machine operator shall be paid a weekly allowance as part of wages of the amount set out in Item 13 of Table 2 of this award.

Personal Care Services	\$	\$	\$
Personal Care Assistant			
Grade 1	517.00	17.00	534.00
Grade 2	528.10	17.00	545.10
Hostel Supervisor			
Grade 1 - less than 50 beds	573.30	17.00	590.30
Grade 2 - 50 but less than 75 beds	588.40	17.00	605.40
Grade 3 - 75 but less than 100 beds	603.60	17.00	620.60
Grade 4 - 100 beds and over	616.40	17.00	633.40
Wardsperson			
1st year of service	539.60	17.00	556.60
2nd year of service and thereafter	542.70	17.00	559.70
Recreation Activities Officer			
1st year of experience	555.80	17.00	572.80
2nd year of experience	567.30	17.00	584.30
3rd year of experience and thereafter	575.00	17.00	592.00
Diversional Therapist			
1st year of experience	551.00	17.00	568.00
2nd year of experience	577.30	17.00	594.30
3rd year of experience	601.20	17.00	618.20
4th year of experience	623.20	17.00	640.20
5th year of experience and thereafter	646.20	17.00	663.20
General Services			
General Services Officer Grade 1			
Junior	428.60	3%	441.50
Adult	517.00	17.00	534.00
General Services Officer - Grade 2	528.10	17.00	545.10
General Services Officer - Grade 3	536.50	17.00	553.50
General Services Officer - Grade 4			
1st year of service	547.90	17.00	564.90
2nd year of service	555.80	17.00	572.80
3rd year of service and thereafter	567.30	17.00	584.30
Food Services			
Cook - Grade A	561.20	17.00	578.20
Cook - Grade B	549.40	17.00	566.40
Chef			
1st year of service	579.10	17.00	596.10
2nd year of service and thereafter	588.70	17.00	605.70
Catering Officer			
1st year of service	621.10	17.00	638.10
2nd year of service and thereafter	629.30	17.00	646.30
Accommodation Services			
Housekeeper			
1st year of service	547.10	17.00	564.10
2nd year of service	550.10	17.00	567.10
Laundry Foreperson	556.70	17.00	573.70
With Dry Cleaning/laundry certificate	563.60	17.00	580.60
Storekeeper	573.80	17.00	590.80
Support Services			
Gardener (Qualified)	550.60	17.00	567.60
Gardener (Unqualified)	538.90	17.00	555.90
Head Gardener (Qualified)	591.60	17.00	608.60
Head Gardener (Unqualified)	564.70	17.00	581.70
Motor Vehicle Driver	547.20	17.00	564.20

Motor Vehicle Driver-Trucks and ambulances	553.50	17.00	570.50
Maintenance Supervisor (Tradesman)			
In charge of staff	700.00	17.00	717.00
Otherwise	658.00	17.00	675.00
Maintenance Supervisor (Non-tradesman)			
In charge of staff	623.50	17.00	640.50
Otherwise	611.60	17.00	628.60
Apprentices			
Apprentice Cook			
1st year	329.60	60% of Cook B	339.80
2nd year	453.30	82½% of Cook B	467.30
3rd year	508.20	92½% of Cook B	523.90
Apprentice Gardener			
1st year	275.30	50% of Gardener(qualified)	283.80
2nd year	330.40	60% of Gardener(qualified)	340.60
3rd year	440.50	80% of Gardener(qualified)	454.10
4th year	495.50	90% of Gardener(qualified)	510.80

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount from 1.10.2005
1	4 (xi)(c)	Broken Shifts	\$ 7.00 per shift
2	6(iii)	Overtime Meals breakfast lunch dinner	\$ 8.80 \$11.40 \$16.70
3	7(iii) (b)	Overtime Recall - Use of Employees' own vehicle Vehicles over 1600cc Vehicles 1600cc and under	24.5 cents per km 20.5 cents per km
4	10(vi)	Apprentices Certificate pass exams Each subsequent year	\$ 1.65 per week \$ 1.65 per week
5	12(i)(a)	Driving Allowance where required to drive more than ten hours in any week, minimum payment more than four hours in any day or shift, minimum payment	\$ 4.10 per week \$ 4.10 \$ 4.10 per shift
6	12(ii)(a)	Work of a dirty or offensive nature	\$ 0.38 per hour
7	12(ii)(b)	Cleaning of boiler, flue or economiser	\$ 0.62 per hour
8	12(iv)	Nauseous linen	\$ 0.20 per hour
9	22(i) 22(ii)	Climatic and Isolation Allowance Climatic and Isolation Allowance	\$ 4.10 per week \$ 7.80 per week
10	23(ii)	Leading Hand in charge of 2 to 5 employees in charge of 6 to 10 other employees in charge of 11 to 15 other employees in charge of 16 to 19 other employees	\$ 17.90 per week \$ 25.10 per week \$ 31.80 per week \$ 38.90 per week
11	25(iv)	Uniform Allowance	\$ 1.70 per week
12	25(v)	Laundry Allowance	\$ 1.00 per week
13	Table 1	Stenography Allowance	\$ 4.90 per week

3. This variation shall take effect from the first pay period to commence on or after 1 October 2005.

E. A. R. BISHOP, Commissioner.

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MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Industrial Organisation of Employees, and others.

(No. 3798 of 2005)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Schmidt
Commissioner McLeay

24 August 2005

VARIATION

- Delete Part B, Monetary Rates, of the award published 22 June 2001 (325 I.G. 652) and insert in lieu thereof the following:-

PART B

MONETARY RATES

Table 1 - Wages

Classification	Present Weekly Rate \$	Increase 2005 \$	New Weekly Rate \$
Support Worker	512.40	17.00	529.40
Support Worker (Qualified Cook)	526.00	17.00	543.00
Child Care Worker			
Step 1	507.80	17.00	524.80
Step 2	512.40	17.00	529.40
Step 3	516.80	17.00	533.80
Step 4	521.40	17.00	538.40
Advanced Child Care Worker			
Step 1	532.30	17.00	549.30
Step 2	544.30	17.00	561.30
Step 3	555.20	17.00	572.20
Advanced Child Care Worker Qualified			
Step 1	596.50	20.00	616.50
Step 2	605.60	20.00	625.60
Step 3	614.80	20.00	634.80
Co-ordinator - Unqualified Small			
Step 1	551.50	17.00	568.50
Step 2	565.50	17.00	582.50
Step 3	576.40	17.00	593.40
Co-ordinator - Unqualified Large			
Step 1	563.10	17.00	580.10
Step 2	575.00	17.00	592.00
Step 3	586.00	17.00	603.00
Co-ordinator - Qualified Small			
Step 1	623.30	20.00	643.30
Step 2	632.40	20.00	652.40

Step 3	641.60	20.00	661.60
Co-ordinator - Qualified Large			
Step 1	642.40	20.00	662.40
Step 2	651.50	20.00	671.50
Step 3	658.70	20.00	678.70

Table 2 - Additional Rates and Allowances

Item No.	Clause No.	Brief Description	Present Amount \$	Increase %	New Amount \$
1	10 (ii)(a)	Broken Shift	\$ 51.60 per week \$ 10.30 per day	3%	\$ 53.15 per week \$ 10.61 per day
2	10 (ii)(b)	Excess Fares	\$ 7.25 per week	2.6%	\$ 7.45 per week
3	10 (iii)	Uniform: Laundry Allowance	\$ 4.10 per week	1.4%	\$ 4.15 per week
4	10 (iv)	Cooks Uniforms: Laundry Allowance	\$ 6.40 per week	1.4%	\$ 6.50 per week
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	\$ 5.10 per week	3%	\$ 5.25 per week
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	\$ 10.85 per week	3%	\$ 11.15 per week
7	12 (iv)	Meal Money	\$ 5.80 per meal	3%	\$ 5.95 per meal
8	10 (ix)	Authorised Supervisor	\$ 15.05 per week	3%	\$ 15.50 per week

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 28th August 2005.

F. L. WRIGHT J, *President*
M. J. WALTON J, *Vice-President*.
M. SCHMIDT J.
J. McLEAY, *Commissioner*.

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STATE TRANSIT AUTHORITY OF NEW SOUTH WALES FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Seamens' Union of Australia, New South Wales Branch, industrial organisation of employees.

(Nos. IRC 6261 of 2003 & 1831 of 2005)

Commissioner Macdonald
Mr Deputy President Sams

27 November 2003
27 June 2005

VARIATION

1. Delete subclause 5.4 of clause 5, Wages, of the award published 26 November 2004 (347 I.G 505) and insert in lieu thereof the following:
 - 5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2003 and 2004. These adjustments may be offset against:
 - 5.4.1 any equivalent over-award payments; and/or
 - 5.4.2 award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former rate per week \$	SWC - June 2003 per week \$	SWC - June 2004 per week \$	Total rate per week \$
General Purpose Hand	530.60	17.00	19.00	566.60
General Purpose Hand (Greaser)	530.60	17.00	19.00	566.60
General Purpose Hand (Shipkeeper)	530.60	17.00	19.00	566.60
Cashier	530.60	17.00	19.00	566.60
Coxswain	579.30	17.00	19.00	615.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7.2.1	Free-running voyages between Port Jackson and Newcastle or Port Kembla	Daily rates
	7.3.2		
	7.3.3	General purpose hands	427.90
	7.3.4		433.30
2	7.2.2	Free-running voyages between Port Jackson and Newcastle or Port Kembla: meal allowance	Per meal 8.00
	18.3		

3	7.3.7	Cruising outside harbour limits: meal allowance	Per meal 8.00
4	7.3.8	Additional personal insurance	55147.00
4	7.3.9	Cruising outside harbour limits: special voyage	Per voyage
		clean-up money (deck crew members)	37.70

3. The 2003 variation shall take effect from the beginning of the first pay period to commence on or after 27 November 2004 and the 2004 variation shall take effect from the beginning of the first pay period to commence on or after 21 May 2005.

P. J. SAMS *D.P.*
A. W. MACDONALD, Commissioner.

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(1283)

SERIAL C4169

HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2498 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete Clause 4, No Extra Claims, of the award published 6 November 1998 (307 IG 63), as varied, and replace with the following:

4. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries and Allowances

Classification	Rate from 1.7.2004 4% \$
MEDICAL RADIATION SCIENTISTS	
Radiographer in Training	606.30
Level 1	744.20
Level 2	
1st year of service	767.70
2nd year of service	851.80
3rd year of service	940.50
4th year of service	984.80
Level 3	
1st year of service	1,035.70
2nd year of service	1,125.60
Level 4	
Grade 1	1,160.40
Grade 2	1,234.00

Level 5	
Grade 1	1,314.00
Grade 2	1,403.40
Grade 3	1,484.90
Grade 4	1,526.30

Allowances - Medical Radiation Scientists only

Provided that a Radiographer who is the holder of a Fellowship of the Australian Institute of Radiography shall be paid the following weekly allowance:

Fellowship Allowance	26.30
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Where a Chief Radiographer provides a weekly service to another hospital or hospitals and is not entitled to an adjustment to a higher salary rate for this service, he/she shall be paid the following allowance:

"Chief Radiographer"-Serving other hospitals	35.20
--	-------

MEDICAL RADIATION THERAPISTS	
Level 1	
1st Year of service & thereafter	785.30
Level 2	
1st Year of service	814.80
2nd Year of service	924.20
3rd Year of service	1,051.00
4th Year of service	1,102.10
Level 3	
Grade 1	
1st Year of service	1,137.70
2nd Year of service	1,223.70
Grade 2	
1st Year of service	1,223.70
2nd Year of service	1,299.90
Level 4	
Grade 1	
Grade 2	1,371.10
Grade 2	1,442.30
Level 5	
1st Year of service	1,482.30
2nd Year of service	1,532.60
Level 6	
1st Year of service	1,777.80
2nd Year of service	1,825.70

Note: For Medical Radiation Therapists there shall be no additional monetary compensation for holding additional qualifications, payment of a fellowship allowance, or the like

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(770)

SERIAL C4188

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2493 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete clause 5, No Extra Claims, of the award published 3 December 1999 (312 IG 516), as varied, and insert in lieu thereof following:

5. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1, Monetary Rates, and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

Classification	Rate from 1.7.2004 4% \$
ABORIGINAL HEALTH CO-ORDINATOR	
1st year	70,397
2nd year	72,377
3rd year	75,332
4th year	77,577
ABORIGINAL HEALTH EDUCATION OFFICERS	
Non-Graduate	
1st year	662.30
2nd year	701.50
3rd year	740.10
4th year	779.50
5th year	816.40
6th year	855.30
7th year	893.60
8th year	936.70
9th year	975.70
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER	
Non-Graduate	
1st year	1,014.00
2nd year	1,053.40
REGIONAL ABORIGINAL HEALTH EDUCATION OFFICER	
Grade 1	1,104.80
Grade 2	1,139.10
Grade 3	1,173.40

ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE	
1st year	763.00
2nd year	800.00
3rd year	849.80
4th year	897.50
5th year	950.40
6th year	999.50
7th year	1,041.60
8th year	1,083.00
9th year	1,129.80

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

10th year	1,186.70
11th year	1,243.80
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE	
1st year	1,243.50
2nd year	1,295.00
3rd year	1,346.70
ANALYST, CHEMIST, MICROBIOLOGIST, & SCIENTIFIC OFFICER (Transferred Staff of Division of Analytical Laboratories)	
Grade 1	
1st year	41,178
2nd year	42,799
3rd year	45,187
4th year	48,433
5th year	51,864
6th year	54,940
Grade 2	
1st year	57,632
2nd year	59,339
3rd year	61,148
4th year	63,604
Grade 3	
1st year	66,255
2nd year	68,360
3rd year	69,722
Grade 4	
1st year	73,114
2nd year	75,332
3rd year	76,826
Grade 5	
1st year	79,841
2nd year	82,232

PART-TIME GRADUATE ANALYST - (per hour)	27.18
AUDIOLOGISTS	
1st year of service	39,823
2nd year of service	41,737
3rd year of service	44,326
4th year of service	46,820
5th year of service	49,581
6th year of service	52,150
7th year of service	54,331
8th year of service	56,504
9th year of service	58,958

ALLOWANCES-AUDIOLOGISTS

Provided that Audiologists who:

- (a) have completed 12 months service at the salary prescribed on the maximum of the scale; and
- (b) have demonstrated to the satisfaction of the Corporation by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, shall be paid an allowance qualification and after 12 months service in respect of such allowance, shall be paid a further allowance qualification

Audiologist after 12 months on max. scale - (per week)	57.00
Audiologist further progression - (per week)	57.00
PART-TIME AUDIOLOGIST - (per hour)	
	29.93
AUDIOMETRIST (SESSIONAL) - (per hour)	
	95.60
BIOMEDICAL ENGINEERS	
Grade 1	
1st year of service	42,490
2nd year of service	45,078
3rd year of service	48,184
4th year of service	51,492
5th year of service and thereafter	54,822
Grade 2	
1st year of service	58,223
2nd year of service	60,101
3rd year of service	61,984
4th year of service and thereafter	63,856
Grade 3	
1st year of service	67,415
2nd year of service	69,626
3rd year of service	71,847
4th year of service and thereafter	74,367
Grade 4	
1st year of service	77,679
2nd year of service	79,944
3rd year of service and thereafter	82,193
Grade 5	
1st year of service	85,602
2nd year of service and thereafter	87,210

Grade 6	
1st year of service	88,836
2nd year of service and thereafter	90,479
CAREER MEDICAL OFFICERS	
Grade 1	
1st year	70,385
2nd year	75,957
3rd year	81,306
4th year	87,584
Grade 2	
1st year	91,418
2nd year	94,504
3rd year	98,236
4th year	102,014
Grade 3	
1st year	105,186
2nd year	111,352
3rd year	121,149
TRANSFERRED CAREER MEDICAL OFFICERS AS AT 1/10/86	
Grade 1 - 4th year	87,584
Grade 2 - 4th year	102,014
Grade 3 - 3rd year	121,149

Note: Career Medical Officer's above Grade 2-1st year are to have penalty, overtime and holiday payments calculated on the salary prescribed for a Senior Registrar.

CHIROPODISTS/PODIATRISTS	
Grade 1	
1st year of service	785.20
2nd year of service	814.80
3rd year of service	864.70
4th year of service	924.40
5th year of service	988.20
6th year of service	1,050.90
7th year of service	1,102.00
Grade 2	1,137.60
Grade 3	1,223.70
Grade 4	1,264.50
PODIATRIST (SESSIONAL)	
(session = 3.5 hours) - (per session)	142.10
Allowances	
Sole Podiatrist (Payable to Grade 1 only) (per week)	22.00
Part-time Student Unit Supervisor	
(per student supervised) - (per shift)	5.90
Maximum part-time Student Supervisor Allowance - (per week)	121.90

Part-time Regional Advisor

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position plus a part-time Regional Advisor allowance as follows

Level 1 - (per week)	73.90
Level 2 - (per week)	92.60
Level 3- (per week)	129.30

CLERK OF WORKS	55,020
CO-ORDINATORS	
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle Group 3 - Moree, Tweed Heads, SW Zone 1,2 & 5, Grafton, Armidale, Port Macquarie	54,077
Group 5 - Tamworth	63,428
Group 6 - Dubbo	66,016

ALLOWANCES-CO-ORDINATORS

The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Co-ordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/8

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

Team Leaders Allowance

In-charge 5 - 10 staff - (per week)	31.80
In-charge 11 - 25 staff - (per week)	53.00
In-charge 26 - 40 staff - (per week)	74.30
In-charge of more than 40 staff - (per week)	84.90

Area Co-ordinator's Allowance - (per week)	116.70
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COUNSELLORS - DRUG & ALCOHOL	
ALCOHOLISM COUNSELLORS	
Junior	
Junior at less than 19 years of age	21,324
Junior at 19 years of age	23,981
Junior at 20 years of age	26,515

Grade 1	
1st year	34,550
2nd year	36,603
3rd year	38,612
4th year	40,650
5th year	42,586
Grade 2	
1st year	44,620
2nd year	46,609

ALLOWANCES - ALCOHOLISM COUNSELLOR

Alcoholism Counsellor-2 years on maximum - (per week)	40.80
DRUG & ALCOHOLISM COUNSELLOR - GRADUATE	
1st year	39,823
2nd year	41,737
3rd year	44,326
4th year	46,820
5th year	49,581
TRANSFERRED COUNSELLORS AS AT 1/10/86	
Counsellor-Graduate - 5th year	49,581
DENTAL ASSISTANTS	
Junior Dental Assistants	
At 17 years	372.00
At 18 years	425.60
At 19 years	481.60
At 20 years	537.50
Grade 1	
1 st year	701.20
2 nd year	718.10
3 rd year	734.20
4 th year	751.80
Grade 2	
1 st year	768.20
2 nd year	797.20
3 rd year	823.10
4 th year	845.80
DENTAL HYGIENIST	
1 st year	34,130
2 nd year	35,199
3 rd year	36,147
4 th year	37,062
DENTAL HYGIENIST - UNITED DENTAL HOSPITAL	
2 nd year	35,199
3 rd year	36,147
4 th year	37,062
DENTAL OFFICERS	
Grade 1	
1 st year of service	50,749
2 nd year of service	54,608
3 rd year of service	58,472
4 th year of service	62,332
5 th year of service	66,192
6 th year of service	70,055
7 th year of service	73,914

Grade 2	
1 st year of service	76,811
2 nd year of service	79,700
Grade 3	
1st year of service and thereafter	82,985
Grade 4	
1st year of service and thereafter	86,460
Grade 5	
1st year of service and thereafter	91,287
DENTAL OFFICERS - UNITED DENTAL HOSPITAL	
Grade 1	
1st year of service	50,749
2nd year of service	54,608
3rd year of service	58,472
4th year of service	62,332
5th year of service	66,192
6th year of service	70,055
7th year of service	73,914
Grade 2	
1st year of service	76,811
2nd year of service	79,700
Grade 3	
1st year of service and thereafter	82,985
Grade 4	
1st year of service and thereafter	86,460
Grade 5	
1st year of service and thereafter	91,287
DENTAL SPECIALISTS	
1st year of service	85,493
2nd year of service	88,775
3rd year of service	92,057
4th year of service	95,530
5th year of service	99,006

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

Deputy Director Dental Services - Westmead	106,730
Director Dental Services - Westmead	130,349
Director Dental Services - Royal Newcastle	102,868
DENTAL SPECIALISTS - UNITED DENTAL HOSPITAL	
1st year of service	85,493
2nd year of service	88,775
3rd year of service	92,057
4th year of service	95,530
5th year of service	99,006

Deputy Director Dental Services	106,730
Director Dental Services	130,346
TRANSFERRED DENTAL OFFICERS/SPECIALISTS AS AT 1/10/86	
DENTAL OFFICER	
Grade 2 - 2nd year of service	79,700
Grade 4 - 1st year of service	86,460
Grade 5 - 1st year of service	91,287
Specialist - 5th year of service	99,006
DENTAL TECHNICIANS	
Trainee	
Stage 1 - (first 6 months)	496.40
Stage 2 - (6 months to 1 year)	513.40
Stage 3 - (1 year to 18 months)	567.40
Stage 4 - (18 months to 2 years)	588.30
Grade 1	
1st year	768.20
2nd year	797.20
3rd year	823.10
4th year	845.80
5th year	904.10
Grade 2	
1st year	904.10
2nd year	935.60
Grade 3	
1st year	967.00
2nd year	1,028.00
Grade 4	
1st year	1,078.10
2nd year	1,095.50
Deputy Chief Dental Technician (Sydney Dental Hospital only)	
1st year	1,176.80
2nd year	1,219.10
DENTAL THERAPISTS	
Grade 1 - Dental Therapist	
1st year of service	38,015
2nd year of service	39,865
3rd year of service	41,723
4th year of service	43,572
5th year of service	45,450
6th year of service & thereafter	47,406
Grade 2 - Senior Dental Therapist	
1st year of service	48,387
2nd year of service	50,347
3rd year of service	52,319
4th year of service	54,284

Grade 3 - Dental Therapist Tutor	
1st year of service	50,347
2nd year of service	52,319
3rd year of service	54,284
STUDENT DENTAL THERAPIST	
Dependant Student living at Home	
- under 18 years of age	94.10
- 18 years of age and over	113.30
Dependant Student living away from Home	
- under 18 years of age	155.70
- 18 years of age and over	171.90
Independent Student	
- 16 to 17 years of age	155.70
- 18 to 20 years of age	171.90
- 21 years of age and over	203.90
Independent Student - 2nd year	396.10
Community Dental Programme Officer	61,827
DENTAL THERAPISTS - UNITED DENTAL HOSPITAL	
Dental Therapist	
1st year of service	38,015
2nd year of service	39,865
3rd year of service	41,723
4th year of service	43,572
5th year of service	45,450
6th year of service	47,406
7th year of service	47,406
8th year of service	47,406
Senior Dental Therapist	
1st year of service	48,387
2nd year of service	50,347
3rd year of service	52,319
4th year of service	54,284
TRANSFERRED DENTAL THERAPIST AS AT 1/10/86	
Grade 1 - Dental Therapist - 6th year	47,406
Grade 3 - Dental Therapist Tutor - 3rd year	54,284
DIETITIANS	
General Scale	
1st year of service	814.80
2nd year of service	865.00
3rd year of service	924.20
4th year of service	988.10
5th year of service	1,051.00
6th year of service	1,102.10
7th year of service	1,137.70

Grade 1	
1st year of service	1,223.70
2nd year of service	1,264.60

Promotion from General Scale to Grade 1 shall be subject to:

- (a) completion of 12 months service on the maximum rate of the General Scale;
- (b) a certificate from the hospital that the quality of the work of the officer concerned and the skills and responsibilities exercised by the officer in the performance of his/her duties are such as to warrant promotion, and
- (c) the approval of the Corporation

Grade 2	
1st year of service	1,299.90
2nd year of service	1,335.30
Grade 3	
1st year of service	1,372.20
2nd year of service	1,419.30
Grade 4	
1st year of service	1,462.30
2nd year of service	1,499.10

Plus progression by one year for all sole therapists on general scale.

Grades are to be allocated to public hospital positions in the following manner:-

In-charge Positions

Grade 1 - Bankstown, Sutherland, Newcastle Mater, Tamworth Base, Manly District, Ryde, St. George, and Wallsend District Hospitals

Grade 2 - Prince of Wales, Prince Henry, St. Vincents, Hornsby, Sydney, Wollongong, Royal Alexandra Hospital for Children, and Gosford District Hospital;

Grade 3 - N/A

Grade 4 - (Chief Dietitian) Royal Prince Alfred, Royal North Shore, Royal Newcastle, and Westmead Hospitals.

Deputy In-charge Positions

Grade 1 - Prince of Wales, Prince Henry, St. Vincents, Hornsby, Wollongong, Royal Alexandra, and Gosford Hospitals

Grade 2 - Westmead

Grade 3 - Royal Prince Alfred and Royal North Shore Hospitals

1st Assistant to Deputy Chief Dietitian

Grade 1 - Royal Newcastle, Royal North Shore, and Royal Prince Alfred Hospitals

No employee is eligible for appointment to a graded position until he/she has completed a minimum of three years full-time (or equivalent part-time) post-graduate experience.

DIETITIANS - UNITED DENTAL HOSPITAL	
Grade 1	
1st year of service	814.80
2nd year of service	865.00
3rd year of service	924.20
4th year of service	988.10
5th year of service	1,051.00
6th year of service	1,102.10
7th year of service	1,137.70
TRANSFERRED DIETITIANS AS AT 1/10/86	
Grade 1 - 7th Year of service	1,137.70
VICTORIAN TRAINED DIETICIANS EMPLOYED IN PUBLIC HOSPITALS	
(excluding Science Graduates)	
1st year of service	785.30
2nd year of service	814.80
3rd year of service	865.00
4th year of service	924.20
5th year of service	988.10
6th year of service	1,051.00
Director of Animal Care - Westmead	
	1,515.30
ENVIRONMENTAL HEALTH OFFICERS	
1st year	39,823
2nd year	41,737
3rd year	44,326
4th year	46,820
5th year	49,582
6th year	52,150
7th year	54,331
8th year	56,503
9th year	58,958
10th year - Performance Barrier	61,925
11th year - Performance Barrier	64,889

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

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

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

SENIOR ENVIRONMENTAL HEALTH OFFICERS	
1st year	67,566
2nd year	70,268
TRAINEE ENVIRONMENTAL HEALTH OFFICER	
1st year	32,589
2nd year	33,791
3rd year	35,001
4th year	36,204

TRANSFERRED ENVIRONMENTAL HEALTH OFFICERS	
Environmental Health Officer - 35 hrs p/wk	
- 11th year - Performance Barrier	64,889
Senior Environmental Health Officer-35 hrs p/week	
1st year	67,566
2nd year	70,268
HEALTH EDUCATION OFFICERS	
HEALTH EDUCATION OFFICER - NON-GRADUATE	
1st year of service	34,550
2nd year of service	36,601
3rd year of service	38,611
4th year of service	40,650
5th year of service	42,585
6th year of service	44,615
7th year of service	46,607
8th year of service	48,874
9th year of service & thereafter	50,911
HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	39,823
2nd year of service	41,737
3rd year of service	44,326
4th year of service	46,820
5th year of service	49,582
6th year of service	52,150
7th year of service	54,331
8th year of service	56,503
9th year of service & thereafter	58,958

A Graduate Health Education Officer who:

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

On Maximum for 12 months	61,925
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and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.

On Maximum for further 12 months	64,899
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PART-TIME HEALTH EDUCATION OFFICER	
Graduate (per hour)	29.79
Non-Graduate (per hour)	25.64
SENIOR HEALTH EDUCATION OFFICER-NON-GRADUATE	
1st year of service	52,918
2nd year of service	54,994

SENIOR HEALTH EDUCATION OFFICER - GRADUATE	
1st year of service	64,889
2nd year of service	67,566
3rd year of service	70,268

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

Part-time Ethnic Health Worker (per hour)	25.64
Part-time Ethnic Day Care Co-ordinator (per hour)	25.96

TRANSFERRED HEALTH EDUCATION OFFICERS AS AT 1/10/86	
Health Education Officer - Non-Graduate	
1st year of service	34,550
2nd year of service	36,601
3rd year of service	38,611
4th year of service	40,650
5th year of service	42,585
6th year of service	44,615
7th year of service	46,607
8th year of service	48,874
9th year of service & thereafter	50,911
Health Education Officer - Graduate	
9th year of service	58,958
On Maximum 12 months	61,925
On maximum further 12 months	64,899
Senior Health Education Officer-Non-Graduate	
2nd year	54,994
Senior Health Education Officer-Graduate	
3rd year	70,268

HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS

CHIEF HOSPITAL SCIENTIST

If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:

Less than 200 A.D.A.	
1st year	1,442.30
2nd year	1,482.30
3rd year and thereafter	1,532.60

If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:
Over 200 A.D.A.

1st year	1,532.60
2nd year	1,579.30
3rd year and thereafter	1,619.00

ALLOWANCE

Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:

Fellowship of A.I.M.T. (per week)	39.40
SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)	
1st year	1,223.70
2nd year	1,264.60
3rd year and thereafter	1,299.90
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)	
1st year	785.30
2nd year	814.80
3rd year	865.00
4th year	924.20
5th year	988.10
6th year	1,051.00
7th year	1,102.10
8th year	1,137.70
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST) - UNITED DENTAL HOSPITAL	
1st year	785.30
2nd year	814.80
3rd year	865.00
4th year	924.20
5th year	988.10
6th year	1,051.00
7th year	1,102.10
8th year	1,137.70
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)	
1st year	785.30
2nd year	814.80
3rd year	865.00
4th year	924.20
5th year	988.10
6th year	1,051.00
7th year	1,102.10
8th year & thereafter	1,137.70
SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
4th year	1,442.30
5th year	1,482.30
6th year	1,532.60
7th year	1,579.30
8th year & thereafter	1,619.00

ALLOWANCES

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

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

Senior/Principal H.S., Master of Science (per week)	41.90
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)	
1st year	1,734.50
2nd year	1,777.80
3rd year	1,825.70
4th year	1,869.10
5th year	1,914.50
6th year	1,959.20
7th year	2,004.50
8th year	2,050.30
9th year	2,094.90
10th year & thereafter	2,141.20

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

TRAINEE HOSPITAL SCIENTIST	
1st year	424.80
2nd year	459.60
3rd year	528.70
4th year	606.10
5th year	681.70
6th year	750.90

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

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

HOSPITAL SCIENTIST IN-CHARGE OF SECTION	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB	
Less than 200 A.D.A	
1st year	1,442.30
2nd year	1,482.30
3rd year	1,532.60

More than 200 A.D.A.	
1st year	1,532.60
2nd year	1,579.30
3rd year	1,619.00
TRANSFERRED HOSPITAL SCIENTISTS (Scientific Officers)	
HOSPITAL SCIENTIST (Scientific Officer) - Oliver Latham Laboratory	
5th year	988.10
6th year	1,051.00
7th year	1,102.10
8th year & thereafter	1,137.70
SENIOR OR CHIEF HOSPITAL SCIENTIST (Senior Scientific Officer) - Oliver Latham Laboratory	
1st year	63,851
2nd year	65,986
3rd year	67,834
4th year	75,260
5th year	77,349
6th year	79,959
7th year	82,397
8th year & thereafter	84,481
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer) - Oliver Latham Laboratory	
3rd year	1,825.70
4th year	1,869.10
5th year	1,914.50
6th year	1,959.20
7th year	2,004.50
8th year	2,050.30
9th year	2,094.90
10th year & thereafter	2,141.20
HOSPITAL SCIENTIST (Scientific Officer) - I.C.P.M.R.	
8th year	1,137.70
SENIOR HOSPITAL SCIENTIST (Senior Scientific Officer) - I.C.P.M.R.	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
4th year	1,442.30
5th year	1,482.30
6th year	1,532.60
7th year	1,579.30
8th year & thereafter	1,619.00
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER) - UNITED DENTAL HOSPITAL	
Hospital Scientist (Scientific Officer)	
1st year	785.30
2nd year	814.80
3rd year	865.00

4th year	924.20
5th year	988.10
6th year	1,051.00
7th year	1,102.10
8th year & thereafter	1,137.70
Senior Hospital Scientist (Senior Scientific Officer)	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
4th year	1,442.30
5th year	1,482.90
6th year	1,532.60
7th year	1,579.30
8th year & thereafter	1,619.00
Principal Hospital Scientist (Principal Scientific Officer)	
1st year	1,731.40
2nd year	1,777.80
3rd year	1,825.70
4th year	1,869.10
5th year	1,914.40
6th year	1,959.20
7th year	2,004.50
8th year	2,050.30
9th year	2,094.60
10th year & thereafter	2,141.20
Trainee Hospital Scientist	
1st year	412.30
2nd year	446.10
3rd year	513.40
4th year	588.30
5th year	662.00
6th year	728.90
Chief Hospital Scientist	
1st year	1,442.30
2nd year	1,482.20
3rd year	1,532.60
LIBRARY STAFF	
Librarian-Grade 1	
Year 1	41,178
Year 2	43,571
Year 3	46,036
Year 4	48,904
Year 5	51,359
Year 6	53,800
Librarian-Grade 2	
Year 1	56,057
Year 2	58,254
Year 3	61,148
Year 4	63,604

Librarian-Grade 3	
Year 1	66,949
Year 2	69,016
Year 3	71,727
Year 4	74,592
Librarian-Grade 4	
Year 1	76,826
Year 2	79,087
Year 3	81,422
Year 4	83,960
Library Assistant	
Year 1	32,208
Year 2	34,180
Year 3	36,322
Year 4	39,029
Year 5	40,470
Library Technician - Grade 1	
Year 1	41,178
Year 2	43,571
Year 3	46,036
Year 4	48,904
MEDICAL OFFICERS	
INTERN	44,402
RESIDENT	
1st year	52,045
2nd year	57,243
3rd year	64,836
4th year	70,385
REGISTRAR	
1st year	64,836
2nd year	70,385
3rd year	75,957
4th year	81,306
SENIOR REGISTRAR	91,418

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

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

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

ALLOWANCES

Higher Medical Qualification Allowance (per week)	43.16
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The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar.

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

Higher medical Qualification after 5 years (per week)	21.58
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The qualification allowance is paid when an Officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.

PART-TIME MEDICAL OFFICERS	
Less than 3 yrs post-graduate experience (per hour)	37.60
More that 3 yrs post-graduate experience (per hour)	43.80
More that 6 yrs post-graduate experience (per hour)	53.10

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

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

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

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

TRANSFERRED MEDICAL OFFICERS	
Less than 6 yrs post-graduate experience (per hour)	42.70
6 to less than 10 yrs post graduate experience (per hour)	61.40
10 yrs or more post-graduate experience (per hour)	67.20
Possess Dip. of Psychological Medical (per hour)	63.20
Dip. of Psychological Medical more than 2 yrs (per hour)	67.20
Medical Officer-5th Schedule - 10th year	96,158
Community Physician	120,825
MEDICAL RECORDS ADMINISTRATOR	
1st year	39,363
2nd year	40,962
3rd year	43,120
4th year	45,106
5th year	47,149
6th year	49,448
7th year & thereafter	51,537
RESEARCH/ANALYST/SPECIALIST DEPT. OR SECTION	54,940
MEDICAL RECORDS MANAGER	
Grade 1	56,625
Grade 2	58,603
Grade 3	60,882
Grade 4	65,714
Grade 5	68,008
Grade 6	70,439
Grade 7	73,044
Grade 8	78,645
COUNTRY REGIONS	68,008

MEDICAL SUPERINTENDENTS	
CHIEF EXECUTIVE OFFICER	
Level 1	152,208
- 16% Clinical Loading	24,353
Level 2	145,044
- 16% Clinical Loading	23,207
Level 3	137,877
- 16% Clinical Loading	22,060
Level 4	111,640
- 16% Clinical Loading	17,862
Level 5	102,090
- 16% Clinical Loading	16,334
MEDICAL SUPER/DEPUTY CHIEF EXECUTIVE OFFICER	
Level 1	145,044
- 16% Clinical Loading	23,207
Level 2	137,877
- 16% Clinical Loading	22,060
Level 3	128,337
- 16% Clinical Loading	20,534
Level 4	102,090
- 16% Clinical Loading	16,334
Level 5	97,317
- 16% Clinical Loading	15,571
DEPUTY MEDICAL SUPERINTENDENT	
Level 1	128,337
- 16% Clinical Loading	20,534
Level 2	111,640
- 16% Clinical Loading	17,862
Level 3	102,090
- 16% Clinical Loading	16,334
ASSISTANT MEDICAL SUPERINTENDENT	
Level 1	
- 1st year	106,870
- 16% Clinical Loading	17,099
- 2nd year	111,640
- 16% Clinical Loading	17,862
Level 2	
- 1st year	97,317
- 16% Clinical Loading	15,571
- 2nd year	102,090
- 16% Clinical Loading	16,334
Level 3	
- 1st year	92,559
- 16% Clinical Loading	14,809
- 2nd year	97,317
- 16% Clinical Loading	15,571
Level 4	
- 1st year	83,006
- 16% Clinical Loading	13,281
- 2nd year	87,781
- 16% Clinical Loading	14,045

CLINICAL SUPERINTENDENT	
Level 1	
- 1st year	97,317
- 16% Clinical Loading	15,571
- 2nd year	102,090
- 16% Clinical Loading	16,334
Level 2	
- 1st year	92,559
- 16% Clinical Loading	14,809
- 2nd year	97,317
- 16% Clinical Loading	15,571

ALLOWANCES

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

Higher Medical Qualification Allowance - where an officer holds a higher medical qualification relevant to his/her hospital work (per week)	38.66
Diploma Hospital Admin. issued AIHA (per week)	22.77
Diploma or Degree Hospital Administration from a University- where The officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration. (per week)	22.77

Hospitals are graded at level indicated below:

Level 1	Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital	
Level 2	St.Vincent's Hospital, Darlinghurst, St.George Hospital, Royal Alexandra Hospital for Children	
Level 3	Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital-Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.	
Level 4	Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital-North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital Port Kembla District Hospital, Manly District Hospital, St.Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.	
Level 5	Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St.Joseph's Hospital -Auburn, St.Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital	
Medical Superintendent-Personal-Dr. Hensen		148,255

MEDICAL ADMINISTRATION TRAINING SCHEME	
1st year	78,850
2nd year	83,006
3rd year	92,559
4th year	97,317
5th year	102,090
6th year	106,870
7th year	111,640

Exception of Annual Leave & Clinical Loading

Annual Leave entitlement is 4 weeks

No Clinical Loading is payable.

MUSIC THERAPIST SESSIONAL MUSIC THERAPIST Session=3.5 hours (per session)	119.50
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UNQUALIFIED MUSIC THERAPIST	
Junior	
16 years and under (per hour)	10.89
17 years and under (per hour)	12.62
18 years (per hour)	14.24
19 years (per hour)	16.00
20 years (per hour)	17.87
Adult	
1st year (per hour)	19.07
2nd year (per hour)	19.49
3rd year & thereafter (per hour)	19.87
QUALIFIED MUSIC THERAPIST	
1st year	689.50
2nd year	729.80
3rd year	768.20
4th year	806.60
5th year	845.20
6th year	887.50
7th year & thereafter	927.60
NURSE COUNSELLORS	
Non-Graduate	
1st year of service	36,058
2nd year of service	37,760
3rd year of service	39,930
4th year of service	41,936
5th year of service	44,086
Graduate	
1st year of service	40,194
2nd year of service	42,124
3rd year of service	44,764
4th year of service	47,146
5th year of service	49,952
6th year of service	52,206
7th year of service	54,342
8th year of service	56,246
9th year of service	58,973

OCCUPATIONAL THERAPISTS	
Grade 1	
1st year of service	40,973
2nd year of service	42,516
3rd year of service	45,118
4th year of service	48,229
5th year of service	51,565
6th year of service	54,837
7th year of service	57,500

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	59,358
Grade 3	63,848
Grade 4	65,984
Grade 5	67,837
Grade 6	69,679

SESSIONAL OCCUPATIONAL THERAPIST (session=3.5 hrs) - (per session)	142.10
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ALLOWANCES	
Part-time Student Unit Supervisor Allowance - Per student supervised - per shift	5.90
Maximum Part-time Student Unit S/visor Allow. (per week)	121.90

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
- (2) only one person can receive the allowance for a student on each shift;
- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Occupational Therapist Allowance (Payable to Grade 1 only) (per week)	22.00
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A sole Occupational Therapist shall mean an Occupational Therapist-Grade 1 who is not responsible to another Occupational Therapist and is the only Occupational Therapist in a particular hospital or elsewhere including Community Centres.

REGIONAL ADVISOR	
Level 1 - South Eastern, South West, Orana, Far West	63,848
Level 2 - North Coast, Illawarra, New England, Central West	65,984
Level 3 - Metropolitan and Hunter	69,679

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position, plus a part-time Regional Advisor Allowance as follows:

Level 1 (per week)	73.90
Level 2 (per week)	92.60
Level 3 (per week)	129.30
ON-CALL OCCUPATIONAL THERAPIST	
(per on-call period)	6.70
(per week)	33.40
TRANSFERRED OCCUPATIONAL THERAPISTS	
Grade 1 - 7th year of service	57,500
Grade 2	59,358
Grade 3	63,848
Grade 4	65,984
ORTHOPTISTS	
1st year of service	761.00
2nd year of service	784.60
3rd year of service	827.40
4th year of service	870.70
5th year of service	916.00
6th year of service	960.90
7th year of service	1,006.70
8th year of service	1,058.40
ORTHOPTIST STUDENT UNIT SUPERVISOR	
SESSIONAL ORTHOPTIST (session = 3.5 hours) - (per session)	119.50
IN-CHARGE ALLOWANCE	
In-charge 1 - 3 staff (per week)	24.10
In-charge 4 - 5 staff (per week)	45.80
In-charge 6 - 9 staff (per week)	68.60
In-charge 10-14 staff - (per week)	85.90
In-charge 15-19 staff (per week)	104.60
TRANSFERRED ORTHOPTISTS	
8th year of service	997.80
PHYSIOTHERAPISTS	
Grade 1	
1st year of service	40,973
2nd year of service	42,516
3rd year of service	45,118
4th year of service	48,229
5th year of service	51,565
6th year of service	54,837
7th year of service	57,500

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	59,358
Grade 3	63,848
Grade 4	65,984
Grade 5	67,837
Grade 6	69,679
Grade 7	71,611

SESSIONAL PHYSIOTHERAPIST (session = 3.5 hours) - (per session)	142.10
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ALLOWANCES	
Part-time Student Unit Supervisor - per student supervised - per shift	5.90
Maximum Part-time Student Unit S/visor Allow. (per week)	121.90

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
- (2) only one person can receive the allowance for a student on each shift;
- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Physiotherapist Allowance - (per week)	22.00
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A sole Physiotherapist shall mean a Physiotherapist Grade 1 who is not responsible to another Physiotherapist and is the only Physiotherapist in a particular hospital or elsewhere including Community Centres.

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position plus a part-time Regional Advisor allowance as follows:

Level 1 - (per week)	73.90
Level 2 - (per week)	92.60
Level 3 - (per week)	129.30

ON-CALL PHYSIOTHERAPIST	
(per on-call period)	6.70
(per week)	33.40

TRANSFERRED PHYSIOTHERAPISTS	
Grade 1 - 7th year of service	1,038.80

PROJECT MANAGER	
Grade 1	
1st year	61,757
2nd year	63,429

Grade 2	
1st year	66,017
2nd year	68,006
Grade 3	
1st year	70,319
2nd year	72,292
Grade 4	
1st year	74,921
2nd year	76,915
REMEDIAL GYMNAST (QUALIFIED)	
1st year	668.80
2nd year	689.20
3rd year	730.00
4th year	768.20
5th year	807.50
6th year & thereafter	846.40
SEXUAL ASSAULT WORKERS	
Graduate	
1st year	39,823
2nd year	41,737
3rd year	44,326
4th year	46,820
5th year	49,581
Non-Graduate - Grade 1	
1st year	34,546
2nd year	36,603
3rd year	38,611
4th year	40,649
5th year	42,584
Non-Graduate - Grade 2	
1st year	44,615
2nd year	46,604
SOCIAL EDUCATORS	
1st year	41,737
2nd year	44,326
3rd year	46,820
4th year	49,581
5th year	52,150
6th year	54,331
7th year	56,504
8th year & thereafter	58,958
PROGRAM DIRECTOR	
1st year	75,086
2nd year	76,826
SOCIAL WORKERS	
Grade 1	
1st year	40,194
2nd year	42,124
3rd year	44,764

4th year	47,146
5th year	49,952
6th year	52,206
7th year	54,342
8th year	56,246
9th year & thereafter	58,973

Provided that the commencing rate of salary payable to an officer who has obtained an appropriate degree and/or diploma of a recognised university requiring a minimum of four years full-time study or qualifications deemed by the Health Administration Corporation to be equivalent thereof, shall be paid the rate prescribed for the second year of service.

Grade 2	62,360
Grade 3	66,944
Grade 4	70,453
Grade 5	73,960

TRANSFERRED SOCIAL WORKERS AS AT 1/10/86	
Grade 1 - 9th year & thereafter	58,973
Grade 2	62,360
Grade 3	66,944
SPEECH PATHOLOGISTS	
Grade 1	
1st year of service	40,973
2nd year of service	42,516
3rd year of service	45,118
4th year of service	48,229
5th year of service	51,565
6th year of service	54,837
7th year of service	57,500

Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.

Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year of service.

Grade 2	59,358
Grade 3	63,848
Grade 4	65,984
Grade 5	67,837

SESSIONAL SPEECH PATHOLOGIST (session = 3.5 hour) - (per session)	142.10
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ALLOWANCES	
Part-time Student Unit Supervisor (Per student supervised - (per shift)	5.90
Maximum part-time Student Supervisor Allow. (per week)	121.90

Provided that:

- (1) the allowance shall not be payable to a person occupying a position graded at Grade 3 or above;

- (2) only one person can receive the allowance for a student on each shift;
- (3) no person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
- (4) the maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3 then dividing the amount by 52.17857 (see above).

Sole Speech Pathologist Allowance
 - payable to Grade 1 only (per week) 22.00

A sole Speech Pathologist shall mean a Speech Pathologist Grade 1 who is not responsible to another Speech Pathologist and is the only Speech Pathologist in a particular hospital or elsewhere including Community Centres

REGIONAL ADVISOR	
Level 1 - South Eastern, South West, Orana, Far West	63,848
Level 2 - North Coast, Illawarra, New England, Central West	65,984
Level 3 - Metropolitan and Hunter	69,679

PART-TIME REGIONAL ADVISOR

A part-time Regional Advisor shall be paid the rate applicable to the employee's substantive position, plus a part-time Regional Advisor allowance as follows:

Level 1 (per week)	73.90
Level 2 (per week)	92.60
Level 3 (per week)	129.30

ON-CALL SPEECH PATHOLOGIST (per on-call period)	6.70
(per week)	33.40
WELFARE OFFICERS	
Junior	
At less than 19 years	21,324
At 19 years	23,981
At 20 years	26,515
Adult - Grade 1	
1st year	34,546
2nd year	36,603
3rd year	38,611
4th year	40,649
5th year	42,584
Adult - Grade 2	
1st year	44,615
2nd year & thereafter	46,604
ALLOWANCE	
Welfare Officer (Social) 2 years on maximum (per week)	43.50

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(722)

SERIAL C4163

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 2492 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

- 1 Delete the clause title 40, Maternity and Adoption Leave appearing in clause 1, Arrangement, of the award published 6 November 1998 (307 I.G. 88), as varied, and insert in alphabetical order the following new clause title.

40. Maternity, Adoption and Parental Leave

2. Delete Clause 17, Long Service Leave, and insert in lieu thereof the following:

17. Long Service Leave

(i)

- (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years and less than 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

(ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.
- (b) Broken periods of service in one or more hospitals shall count as service.

- (c) Service shall not include -
- (1) any period of leave without pay, except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January, 1973;
 - (2) any period of part-time service, except as provided for in subclause (ix) of this clause.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

(viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act, 1955, and/or HAC Determination.

(ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the part-time service merges without break with the subsequent full-time service.

A permanent part-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 35 hours for Radiographers and 38 hours for other employees, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

(x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

(xi) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:

(a) An employee who -

- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
- (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(b) An employee employed -

- (1) as a part-time employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to the 1st January 1973 in lieu of the provisions of the Long Service Leave Act 1955, as provided for in sub-clause (viii) of this clause;
- (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(c) Provided that full and part-time employees who were employed in a public hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

3. Delete Clause 40, Maternity and Adoption Leave, and insert in lieu thereof the following:

40. Maternity, Adoption and Parental leave

A. Maternity Leave

(i) Eligibility

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

To be eligible for paid adoption leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows: -

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) Staffing Provisions

As per maternity leave conditions.

(vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(vii) Return for Less than Full Time Hours

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or
two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

- (vii) Right to return to Previous Position

As per maternity leave conditions.

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.

- (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

4. Delete Clause 47, No Extra Claims, and insert in lieu thereof the following:

47. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

5. Delete subclause (xv) of clause 3, Hours, and insert in lieu thereof the following:

- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (including time actually spent in travelling to and from a technical college) shall:

- (a) be counted as and included as part of his/her term apprenticeship; and
(b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this Award.

5. Delete subclause (vi) of Clause 14, Meals, and insert in lieu thereof the following:

- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the Department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

6. Delete paragraph (c) of subclause 2 of Clause 44, Salary Packaging, and insert in lieu thereof the following:

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate Salaries clause of the applicable award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

7. Delete Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Rate from 1.7.2004 \$
1	5 (iii)	Climate and Isolation	4.30
2	5 (iii)	Climate and Isolation	8.60
3	7 (ii)(a)	Board & Lodging - Breakfast - Other Meals - Maximum one week	2.80 5.20 84.20
4	7 (ii)(b)	Board and Lodging - Separate Room - Shared Room	39.00 24.30
5	10 (iii)	On-Call Allowance (per 24 hrs)	16.38
6	10 (iv)	On-Call Allow-rostered days off (per 24hrs)	32.35
7	11 (v)	Broken Shift (per shift)	8.10
8	12 (ii)(a)	Post-mortem (each)	7.90
9	12 (ii)(b)	Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	69.90 43.40
10	12 (ii)(c)	- Assist at each internal exam - Assist at each external exam	26.00 16.10
11	12 (ii)(d)	Post-mortem partly decomposed, vermin infested (each)	4.20
12	12 (iii)	Handling linen-nauseous nature (per shift) Excluding Post-mortem Assistants	3.20
13	12 (iv)	Sorting of incinerators, etc (per hour)	0.30
14	12 (v)(a)	Maintenance and Supervision (per week)	9.10
15	12 (v)(b)	Offensive Work (per week)	3.30
16	12 (v)(c)	Sewerage chokages, etc (per day)	see note **
17	12 (vi)	Wearing of lead apron per hour)	1.36
18	12 (vii)	Handling of money (per week)	13.10
19	12 (viii)(a)	Cold Places (per hour)	see note **
20	12 (viii)(b)	Confined spaces (per hour)	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **
22	12 (viii)(d)	Height money (per hour)	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (per hour) Over 54 degrees (per hour)	see note ** see note **
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **
26	12 (viii)(g)	Smoke Boxes (per hour) Oil Fired Smoke Boxes (per hour)	see note ** see note **
27	12 (viii)(h)	Wet Places - other than rain (per hour)	see note **
	(1) & (2)	Rain (per hour)	see note **
28	12 (viii)(l)	Mud Allowance (per day)	see note **
29	12 (viii)(j)	Acid Furnaces, etc (per hour)	see note **
30	12(viii)(k)	Depth money (per hour)	See note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold - first four hours - thereafter	see note ** see note **
32	12 (viii)(m)	Spray application (per hour)	see note **
33	12 (viii)(n)	Roof Work - (per hour) - minimum per day	see note ** see note **
34	12 (viii)(o)	Explosive-powered tools (per day)	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist (per hour)	see note **

36	12(viii)(q)(I)	Toxic,Obnoxious Substances-Epoxy - epoxy materials (per hour)	see note ** see note **
37	12(viii)(q)(2)	Toxic,obnoxious substances-Air Conditioner. - not operating (per hour)	see note ** see note **
38	12(viii)(q)(4)	Close proximity to above (per hour)	see note **
39	12 (viii)®	Areas with Psychiatric patients (per Hour)	see note **
40	12 (viii)(s)	Geriatric Allowance - Allandale & Garrawarra (per hour) - Lidcombe (per hour)	see note ** see note ** see note **
41	12 (viii)(t)	Mental Institutions Allowance (per hour)	see note **
42	12 (viii)(u)	Animal House (per hour)	see note **
43	12 (ix)	Tool Allowance (per week)	5.90
44	14 (iv)	Meals (each)	13.50
45	23 (I)(c)	Uniform (per week) Uniform-with cardigan & Shoes (addit.p/wk)	4.15 1.62
46	23 (i)(d)	Uniform-laundering (per week)	4.75
47	31	Infectious cleaning (per shift)	3.80

** Allowances payable are determined as per movements occurring from time to time within the Public Hospital Skilled Trades (State) Award.

8. The variations takes effect from 31 October 2005 but by administrative action the rates in Table 1 become payable from the first full pay period to commence on or after 1 July 2004; while the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL NURSES' (STATE) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, industrial organisation of employees.

(No. IRC 6802 of 2001)

Before The Honourable Justice Wright, President
The Honourable Justice Boland
Commissioner McLeay

23 August 2005

VARIATION

1. Delete the classifications of "Assistant in Nursing" and "Residential Care Nurse" appearing in Table 1 - Salaries, of Part B, Monetary Rates, of the award published 29 November 2002 (337 I.G. 180), and insert in lieu thereof the following:

Classification	Column 1 01/01/2004 Per Week \$
Assistant in Nursing - Under 18 years of age - First year of experience	466.00
Second year of experience	486.50
Thereafter	506.00
18 years of age and over - First year of experience	549.70
Second year of experience	567.20
Third year of experience	585.00
Thereafter	603.30
Residential Care Nurse - First year of experience	658.30
Second year of experience	671.50
Third year of experience	684.60
Fourth year of experience	700.30
Thereafter	713.10

2. This variation is to take effect from the beginning of the first full pay period to commence on or after 1 January 2004.

F. L. WRIGHT *J, President.*
R. P. BOLAND *J.*
J. McLEAY, Commissioner.

(779)

SERIAL C4328

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF
NEW SOUTH WALES - SALARIED STAFF CONDITIONS OF
EMPLOYMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, industrial organisation of employees.

(No. IRC 6574 of 2005)

Before The Honourable Justice Marks

23 December 2005

VARIATION

1. Insert in numerical order in the Arrangement of the award published 20 May 2005 (351 I.G. 1), the following new clause number and subject matter and renumber the existing clause 18, Area, Incidence and Duration to read as clause 19.

18. Deduction of Union Membership Fees
19. Area, Incidence and Duration

2. Delete subclauses D, Maternity Leave, E, Adoption Leave, F, Parental Leave and J, Extended Leave of clause 9, Leave, and insert in lieu thereof:

D. Maternity Leave

(1) General

- (a) Maternity leave is available to all female staff (including casual staff who have worked on a regular and systematic basis with the RTA for at least 12 months) to enable them to take care of their new born child and retain their position and return to work within a reasonable period of time after they have given birth.
- (b) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (c) A staff member who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify the RTA of the termination and the date on which it occurred.
- (d) Where a staff member is on one form of leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

(2) Paid Maternity Leave

Staff who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for

- (a) fourteen weeks, or
(b) the period of maternity leave taken,

whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

- (3) Unpaid Maternity Leave
- (a) Pregnant staff are entitled to maternity leave:
- (i) on a full-time basis for a period of not more than nine weeks prior to giving birth; and
 - (ii) for a further period ending not more than 12 months after the date of giving birth.
- (b) Staff who have been granted maternity leave may, with the permission of the RTA, take leave after the date of birth:
- (i) full-time for a period not exceeding 12 months; or
 - (ii) part-time for a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.

E. Adoption Leave

- (1) General
- (a) Staff are entitled to adoption leave when they are to be the primary care giver of an adopted child.
- (b) Adoption leave commences on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be granted as either paid or unpaid.
- (2) Paid Adoption Leave
- Staff who have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid at their ordinary rate of pay for:
- (a) fourteen weeks, or
 - (b) the period of adoption leave taken,
- whichever is the lesser period.
- Leave may be taken at full pay, half pay or as a lump sum.
- (3) Unpaid Adoption Leave
- (a) Staff are entitled to adoption leave for:
- (i) a maximum period of 12 months where the child has not commenced school; or
 - (ii) a period as the RTA determines, up to a maximum of 12 months if the child has commenced school.
- (b) Staff who have been granted adoption leave may also, with the permission of the RTA, take leave:
- (i) part-time for a period not exceeding two years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.

F. Parental Leave

(1) General

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to parental leave for a period of up to 12 months, to enable parents to share in the responsibility of caring for their young children.
- (b) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
- (c) Parental leave is granted without pay except as provided in paragraph (2) of this subclause.

(2) Paid Parental Leave

- (a) Staff who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to paid at their ordinary rate of pay for:
 - (i) One week on full pay, or
 - (ii) Two weeks on half pay.
- (b) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

(3) Taking Of Parental Leave

Staff who have been granted parental leave may, with the permission of the RTA, also take leave:

- (a) part-time over a period not exceeding two years; or
- (b) partly full-time and partly part-time over a proportionate period of up to two years.

J. Extended Leave

(1) General

Extended leave for officers is provided for by Schedule 5 of the *Transport Administration Act 1988*.

(2) Extended Leave Entitlements

- (a) An officer who has completed 10 years of continuous service with the RTA, or as recognised in accordance with subparagraphs (e) and (f) below, is entitled to extended leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, officers accrue 11 working days extended leave.
- (c) From 1 January 2005, officers who have completed at least 7 years of continuous service with the RTA, or as recognised in accordance with subparagraphs (e) and (f) below, are entitled to access the extended leave accrual indicated in subparagraph (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Officers who are employed part-time, or as a casual with a regular and consistent pattern of employment with the RTA, are entitled to extended leave on the same basis as that applying to a full-time officer but payment for the leave is calculated on a pro rata basis.

- (e) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority is to be taken into account as service when determining the appropriate rate of accrual of extended leave for officers employed on a full-time or part-time basis with the RTA.
 - (f) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the *Transferred Officers Extended Leave Act 1961*.
 - (g) Nothing in subparagraphs (e) or (f) above entitles an officer to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.
- (3) Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements
- (a) To determine if an officer has completed the required 10 years of service:
 - (i) Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not an officer has completed 10 years of service.
 - (ii) Any period of approved LWOP taken without pay after 13 December 1963 does not count as service to determine whether or not an officer has completed 10 years of service.
 - (b) Where an officer has completed 10 years continuous service with the RTA, or as recognised in accordance with subparagraphs (2)(e) and 2(f) above, approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) Military service (eg Army, Navy or Air Force);
 - (ii) Major interruptions to public transport;
 - (iii) Periods of leave accepted as workers compensation.
 - (c) For an officer who has completed 10 years continuous service, or as recognised in accordance with subparagraphs (2)(e) and 2(f) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating the length of service.
- (4) Payment and Taking of Extended Leave
- (a) Subject to RTA approval, extended leave may be taken:
 - (i) at a time convenient to the RTA;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
 - (b) If an officer takes leave at double pay:
 - (i) The officer's extended leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) The additional payment is made as a taxed, non superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable;
 - (iii) All leave entitlements will accrue on the actual number of working days absent from work on extended leave.

- (c) If an officer takes leave at half pay:
 - (i) The officer's extended leave balance will be debited at the rate of half the days/hours taken as extended leave;
 - (ii) Recreation leave entitlements will accrue at half the ordinary rate for the actual number of working days absent from work;
 - (iii) All other leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
 - (d) If an officer's ordinary hours of work are constant, payment is made at the current rate of pay.
 - (e) Where an officer is part-time or casual and the officer's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 yearswhichever is the greater.
 - (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
 - (g) Payments will be increased to reflect any increment action an officer becomes eligible for while absent on extended leave.
 - (h) An officer who takes extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.
- (5) Sick leave while on Extended Leave
- (a) An officer is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
 - (b) To claim sick leave, an officer must provide a medical certificate for the period claimed as soon as possible.
 - (c) If sick leave is approved, the officer's extended leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
 - (d) If extended leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
 - (e) These sick leave provisions apply if an officer takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.
- (6) Public Holidays while on Extended Leave
- (a) The days set out in clause 16, Public Holidays and Bank Holiday, of this award that fall while an officer is absent on extended leave are not recognised as extended leave and are not deducted from the officer's extended leave balance.

- (b) Payment due for the days set out is calculated on the officer's ordinary hours of work and paid at single time, even if the officer has chosen to take extended leave at half-pay or double pay.
- (7) Payment or Transfer of Extended Leave on Termination
- (a) An officer, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
 - (b) If an officer is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
 - (c) If an officer is employed on a part-time or casual basis, payment is calculated as per subparagraph (4)(e) above.
 - (d) Officers who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by the RTA for any reason other than serious and intentional misconduct;
 - (ii) by the officer in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) on retirement.
 - (f) In the event of subparagraph (d) above applying, any period of leave without pay taken does not count as service.
 - (g) An officer who resigns to join another Government Department, and 'transfers' as defined by the *Transferred Officers Extended Leave Act 1961* is entitled to have their extended leave accrual accepted by the new employer.
3. Insert after clause 17, Appeals in Respect of Salary, Grade or Classification, the following new clause:

18. Deduction of Union Membership Fees

- (1) The Association shall provide the Authority with a schedule setting out Association membership fees payable by members of the Association in accordance with the Association's rules.
 - (2) The Association shall advise the Authority of any change to the amount of membership fees made under its rules. Any variation to the schedule of Association membership fees payable shall be provided to the Authority at least one month in advance of the variation taking effect.
 - (3) Subject to subclauses (1) and (2) above, the Authority shall deduct Association membership fees from the salary of any officer who is a member of the Association in accordance with the Association's rules, provided that the officer has authorised the Authority to make such deductions.
 - (4) Monies so deducted from officers' salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' Association membership accounts.
 - (5) Unless other arrangements are agreed to by the Authority and the Association, all Association membership fees shall be deducted each pay period from the officers' salary and forwarded to the Association each pay period.
 - (6) Where an officer has already authorized the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.
4. Delete Table A, Rates – Allowances, and insert in lieu thereof the following:

TABLE A
RATES - ALLOWANCES

Item No.	Clause No.	Description	Amount \$
1.	6A(1)(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below) Breakfast Lunch Evening Meal 'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below) Breakfast Lunch Evening Meal	 18.90 21.15 36.40 16.85 19.30 33.30
2.	6A(2)(b)	Meal Allowance on Overtime Breakfast Lunch Evening Meal	 21.10 21.10 21.10
3.	6B(1)	Lodgings Location Capital Cities Sydney Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth	 Per Day \$ 248.00 222.00 226.00 199.00 219.00 195.00 241.00 209.00 Per Hour \$ 10.3333 9.2500 9.4167 8.2917 9.1250 8.1250 10.0417 8.708
		High Cost Country Centres (NSW) Newcastle Maitland Wollongong 'Tier 2' Country Centres (NSW) Bathurst Wagga Wagga All other Country Centres (NSW) 'Elsewhere'	 199.00 183.00 191.00 170.00 170.00 158.00 8.2917 7.6250 7.9583 7.0833 7.0833 6.5833
4.	6B(1), (2)	Incidentals allowance (all locations)	14.55 per day
5.	6C(2)(c)	Amount deducted from actual/reasonable expenses	12.50 per week
6.	6C(2)(g)	Maximum allowance for staff separated from dependants	254 per week
7.(a)	6C(2)(h)	Allowance for removal of furniture - value of furniture:	7,037.00
7.(b)		If value above amount in 7(a), staff receive -	1,126.00
7.(c)		If value below amount in 7(a), staff receive -	563.00
7.(d)		If not eligible, staff shall receive -	281.00
8.	6C(3)	Max purchase price of home on which reimbursement of expenses is based	417,000
9.	6C(6)	Max amount of allowance with increased accom. costs	51.00
10.(a)	6C(7)	Parents to pay first	27.00 per week
10.(b)		RTA pays up to a maximum of	56.00 per week
11.	6D	Remote areas allowance (with dependants) - A - B - C Remote areas allowance (without dependants) - A - B - C	1522.00 2018.00 2695.00 1061.00 1415.00 1888.00

12.(a)	6E	Fares subsidy for climatic area - actual cost less	37.50
12.(b)		Or Maximum amount for officer with spouse/dependents	251.20
12.(c)		Or Maximum amount for officer without spouse/dependents	124.05
13.	6F	Disability allowance for Supervisors - toll collection at SHB	0.2375 per hour
14.	6J	Examination allowances	
(a)		Stage I	160.00
(b)		Stage II	210.00
(c)		Stage III	250.00
(d)		Stage IV	300.00
15.	6K	Sydney Harbour Bridge Allowance for Works Supervisors	6,063 per annum.
16.	8B	Maximum value of furniture and effects on which risk insurance is paid	38,000

5. This variation shall take effect from the first full pay period to commence on or after 23 December 2005.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6520 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Items 11 and 12 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 30 November 2001 (329 I.G. 1084), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount per week \$
11	11(ii)(b)	Overtime - meal allowance	10.45
12	18(iii)	Laundry Allowance	5.25

2. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS *J.*

Printed by the authority of the Industrial Registrar.

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Liquor, Hospitality and Miscellaneous Workers' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5876 of 2005)

Before The Honourable Justice Haylen

16 December 2005

VARIATION

1. Delete subclause 12.11, of clause 12, Allowances, of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:

12.11 Aviation Security Allowance

12.11.1 An employee who performs Aviation Security Shall be paid an aviation allowance as set out in Part B, Table 2 - Other Rates and Allowances.

12.11.2 For the purpose of this clause, Aviation Security means the provision of security services including, but not limited to, passenger, goods and/or baggage security including checked baggage screening services, control room functions, guarding and controlling access to designated areas, and general security of persons, property and buildings at an airport within the scope of coverage of the *Aviation Transport Security Act 2004* (Cth) and its Regulations..

12.11.3 Aviation Security does not include traffic control (including kerbside traffic management), car parking services, or any other function for which a valid security license is not required.

2. This variation shall take effect from the beginning of the first pay period to commence on or after 16 December 2005.

W. R. HAYLEN J.

Printed by the authority of the Industrial Registrar.

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA06/34 - South Coast Equipment Pty Ltd Concrete Division TWU Enterprise Agreement 2005

Made Between: South Coast Equipment Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/23.

Approval and Commencement Date: Approved 13 December 2005 and commenced 1 August 2005.

Description of Employees: The agreement applies to employees employed by South Coast Equipment Pty Limited located at the SCE Premix Dapto Plant, SCE Premix North Wollongong Plant and any other location that the employees may be required to perform duties associated with the legitimate business of the company, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 36 Months.

EA06/35 - Illawarra Children's Services (Inclusion Support Unit) Enterprise Agreement 2005

Made Between: Illawarra Children's Service -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 31 January 2006.

Description of Employees: The agreement applies to all employees employed by Illawarra Children's Services Ltd, located at Cnr Crown and Kembla Street, Wollongong NSW 2500, who are employed in in a distinct operational or organisational unit (the Inclusion Support Unit) of the employer, who fall within the coverage of the Miscellaneous Workers Kindergarten and Child Care Centres, &c. (State) Award.

Nominal Term: 20 Months.

EA06/36 - Building Maintenance Units (Aust) Pty Limited Enterprise Agreement 2005-2007

Made Between: Building Maintenance Units (Aust) Pty Ltd -&- Anthony Aldridge, John Baumann, Mark Fawcett, William Graham.

New/Variation: Replaces EA04/38.

Approval and Commencement Date: Approved 12 January 2006 and commenced 16 November 2005.

Description of Employees: The agreement applies to electricians, fitters and boilermakers employed by Building Maintenance Units (Aust) Pty Ltd, located at 7 Tengah Crescent, Mona Vale NSW 2103, who are engaged in the manufacture of the equipment in the Mona Vale factory, installation and commissioning of the equipment, maintenance services and refurbishment of the machines or equipment on site, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award. The agreement will also apply to employees engaged in the installation, commissioning and maintenance of the Company's equipment at locations outside of the Mona Vale Plant.

Nominal Term: 24 Months.

EA06/37 - Waste Recycling and Processing Corporation Waste Collection and Transport Agreement 2005

Made Between: Waste Recycling and Processing Corporation trading as Waste Service NSW -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA05/173.

Approval and Commencement Date: Approved and commenced 24 January 2006.

Description of Employees: The agreement applies to all drivers employed by Waste Recycling and Processing Corporation, t/as WSN Environmental Solutions, located at 821 Pacific Highway, Chatswood NSW 2067, who are engaged to collect and transport waste, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

Nominal Term: 20 Months.

EA06/38 - West Nowra Recycling and Waste Depot Agreement 2005

Made Between: Shoalhaven City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA04/305.

Approval and Commencement Date: Approved 31 January 2006 and commenced 1 October 2005.

Description of Employees: The agreement applies to all employees employed by Shoalhaven City Council who are engaged to perform work as Operators at the West Nowra Recycling and Waste Depot, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 24 Months.

EA06/39 - Concite Country Concrete Truck Driver 2006-2008 Enterprise Agreement

Made Between: Concite Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA04/98.

Approval and Commencement Date: Approved and commenced 24 January 2006.

Description of Employees: The agreement applies to all employees employed by Concite Pty Limited, who are employed at any of the company's concrete plants in NSW, with the exception of those plants that are covered by the Concrete Sydney Concrete Truck Drivers 2005-2007 Enterprise agreement, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 24 Months.

EA06/40 - Waste Recycling and Processing Corporation Waste Management Centres Agreement 2005

Made Between: Waste Recycling and Processing Corporation trading as Waste Service NSW -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 January 2006.

Description of Employees: The agreement applies to all employees employed by Waste Recycling and Processing Corporation t/as WSN Environmental Solutions, located at 821 Pacific Highway Chatswood NSW 2067, engaged at the Artarmon, Auburn, Rockdale, Alexandria, Ryde, Chullora and Seven Hills Transfer Stations, the Chullora Materials Recycling Facility, the Belrose, Eastern Creek, Grange and Jacks Gully Waste Management Centres, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

Nominal Term: 20 Months.

EA06/41 - Dairy Farmers AMIEU (Newcastle and Northern) Enterprise Agreement 2005

Made Between: Australian Co-operative Foods Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA03/124.

Approval and Commencement Date: Approved and commenced 17 January 2006.

Description of Employees: The agreement applies to all employees employed by Australian Co-operative Food Limited trading as Dairy Farmers, located at Quad 1, 8 Parkview Drive, Sydney Olympic Park NSW 2127, who are engaged in relevant production, warehousing and distribution functions covered by the agreement, who fall within the coverage of the Butter, Cheese and Other Dairy Products (State) Award.

Nominal Term: 34 Months.

EA06/42 - J. Blackwood & Son Limited Newcastle Enterprise Agreement 2006-2008

Made Between: J Blackwood & Son Limited Newcastle -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA05/145.

Approval and Commencement Date: Approved 17 January 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all employees employed by J. Blackwood & Son Limited Newcastle branch, located at 90 Hannell Street, Wickham NSW 2293, who fall within the coverage of the Storeman and Packers General (State) Award and the Clerical and Administrative Employees (State) Award.

Nominal Term: 30 Months.

EA06/43 - Lake Macquarie City Council Enterprise Agreement 2006

Made Between: Lake Macquarie City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA01/231.

Approval and Commencement Date: Approved 17 January 2006 and commenced 2 January 2006.

Description of Employees: The agreement applies to all employees employed by Lake Macquarie City Council, located at 126-138 Main Road, Speers Point NSW 2284, except those designated as Senior Staff under the terms and conditions of the Local Government Act 1993, who fall within the coverage of the Local Government (State) Award 2004.

Nominal Term: 36 Months.

EA06/44 - Inghams Enterprises Appin Farm Complex Enterprise Agreement 2005

Made Between: Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA01/319.

Approval and Commencement Date: Approved 3 February 2006 and commenced 3 November 2005.

Description of Employees: The agreement applies to employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool NSW 2170, who are engaged in the farming operations at Appin, who fall within the coverage of the Poultry Industry Livestock (State) Award.

Nominal Term: 24 Months.

EA06/45 - Wollongong City Gallery Enterprise Agreement 2005

Made Between: Wollongong City Gallery Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA02/100.

Approval and Commencement Date: Approved and commenced 31 January 2006.

Description of Employees: The agreement applies to all employees employed by Wollongong City Gallery Limited, located at Cnr Burelli & Kembla Streets, Wollongong NSW 2500, who are engaged in the following classifications: Program Manager, Program Officer, Program Assistant, Technical Assistant, Administrative Officer and Administrative Assistant, who fall within the coverage of the Local Government (State) Award.

Nominal Term: 29 Months.

EA06/46 - Baker Construction + Industrial Blacktown Enterprise Agreement 2005-2007

Made Between: J Blackwood & Son Limited trading as Bakers Construction - Industrial -&- the National Union of Workers, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA05/121, EA05/150.

Approval and Commencement Date: Approved and commenced 25 January 2006.

Description of Employees: The agreement applies to all employees employed by J. Blackwood & Son Limited, t/as Bakers Construction + Industrial, located at 3-9, Forge Street, Blacktown NSW 2148, who fall within the coverage of the Clerical and Administrative (State) Award and the Storemen and Packers, General (State) Award.

Nominal Term: 21 Months.

EA06/47 - Transfield Services Limited (Roads Maintenance Contract) Enterprise Agreement 2006-2009

Made Between: Transfield Services (Australia) Pty Limited -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA02/239.

Approval and Commencement Date: Approved 25 January 2006 and commenced 11 February 2006.

Description of Employees: Applies to all employees of Transfield Services (Australia) Pty Limited, located at 22 Power Road, Seven Hills NSW 2147, engaged on road maintenance and/or associated infrastructure and/or any miscellaneous work associated therewith on sites where work is carried out by the Company within NSW, who fall within the coverage of the Asphalt and Bitumen Industry (State) Award.

Nominal Term: 36 Months.

EA06/48 - Beiersdorf Australia Limited Logistics Division Enterprise Agreement 2005

Made Between: Beiersdorf Australia Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA02/270.

Approval and Commencement Date: Approved and commenced 25 January 2006.

Description of Employees: The agreement applies to employees employed by Beiersdorf Australia Limited, located at 36 Huntingwood Drive, Huntingwood NSW 2148, who are engaged in picking and repackaging of products in preparation for distribution, who fall within the coverage of the Storemen and Packers, General (State) Award, but does not apply to employees whose substantive duties are clerical, administrative or quality assurance in nature.

Nominal Term: 24 Months.

EA06/49 - Newcastle Newspaper Pty Limited Clerical Staff Enterprise Agreement 2006

Made Between: Newcastle Newspapers Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA04/155.

Approval and Commencement Date: Approved 17 January 2006 and commenced 1 January 2006.

Description of Employees: The agreement applies to all clerical, features and classified employees employed by Newcastle Newspapers Pty Limited, located at 28-30 Bolton Street, Newcastle NSW 2300, who fall within the coverage of the Clerical and Administrative (State) Award.

Nominal Term: 36 Months.

CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA06/3 - Contract Carriers Agreement Toll Priority Bankstown and Erskineville 2005

Made Between: Toll Transport Pty Ltd t/as Toll Priority -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 January 2006.

Description of Employees: The agreement applies to all present and future contract carriers employed by Toll Transport Pty Ltd trading as Toll Priority, operating from depots located at Units 1, 2 & 65 Ashmore Street, Erskineville, Bankstown Hangar 14 where Carriers are required to provide Transport Services within and around the Sydney Metropolitan area, and any new location from which Toll Priority may operate in the future during the life of this agreement, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 36 Months.

CA06/4 - Toll Priority - Newcastle Contract Agreement 2005

Made Between: Toll Transport Pty Ltd t/as Toll Priority Newcastle -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 24 January 2006.

Description of Employees: The agreement applies to all Sub-Contractors of Toll Priority Newcastle, who fall within the coverage of clause 2 of the Transport Industry - General Carrier Contract Determination.

Nominal Term: 24 Months.

CA06/5 - Toll Contract Carrier Agreement 2005 - 2007

Made Between: Toll IPEC Pty Ltd, Toll North Pty Ltd, Toll Pty Ltd, Toll Transport Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 24 January 2006 and commenced 1 January 2005.

Description of Employees: The agreement applies to all Carriers engaged by Toll Pty Ltd; Toll Ipec Pty Ltd; Toll Transport Pty Ltd and Toll North Pty Ltd, located at Level 8, 380 St Kilda Road, Melbourne VIC 3004, but shall exclude Carriers engaged in carting brewery products, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

Nominal Term: 24 Months.

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