

Vol. 357, Part 4

10 March 2006

Pages 898 - 1233



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 357, Part 4

10 March 2006

Pages 898 - 1233

	Page
Awards and Determinations -	
Awards Made or Varied -	
Public Hospital (Medical Officers)	(AIRC) 898
Orthoptists in Private Practice (State)	(AIRC) 922
Health Employees' Interpreters' (State)	(AIRC) 944
Crown Employees (Police Officers Death and Disability) Award 2005	(AIRC) 959
Health and Community Employees Psychologists (State)	(AIRC) 970
Public Hospital Dental Therapists (State) Award	(AIRC) 977
Public Hospitals Dental Staff (State)	(AIRC) 980
Public Hospitals Dental Assistants (State)	(AIRC) 983
Public Hospital (Career Medical Officers) (State)	(AIRC) 986
Health Managers (State)	(AIRC) 1008
Blue Circle Southern Cement (State)	(AIRC) 1019
Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005	(AIRC) 1068
K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2006 - 2009	(AIRC) 1081
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006	(RIRC) 1108
Crown Employees (Department of Juvenile Justice - Detention Centres 2005)	(RIRC) 1177
Charitable, Aged and Disability Care Services (State)	(VSW) 1199
Ambulance Service of New South Wales Superintendent/Operational Managers (State)	(VIRC) 1206
Crown Employees (Public Service Conditions of Employment) Award 2002	(VIRC) 1208
Operational Ambulance Officers (State)	(VIRC) 1212
Public Hospital Social Workers (State)	(VIRC) 1216
Industrial Committees -	
Commercial Travellers (State)	1217
Biscuit, Cake Makers & Pastrycooks &c. (State)	1218
Animal Feed Manufacture (State)	1219
Advertising Sales Representatives (Sydney Daily Newspapers)	1220
Advertising Sales Representatives (State)	1221
Storemen & Packers, Wholesale Paint, Varnish, Oil & Colour Stores (State)	1222
Rubber Workers (State)	1223
Storemen & Packers, Wholesale Oil & Petroleum Products (State)	1224
Starch & Condiment Makers &c. (State)	1225
Storemen & Packers, General (State)	1226
Advertising Sales Representatives (Television and Radio)	1227
Domestic Pet Feed Manufacture (State)	1228
Vehicle Industry (State)	1229
INDEX FOR VOLUME 357	1230
END OF VOLUME 357 OF THE N.S.W. INDUSTRIAL GAZETTE	

(564)

SERIAL C4272**PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Service Union, industrial organisation of employees.

(No. IRC 6413 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement**

Clause No.	Subject Matter
------------	----------------

PART A

- | | |
|-----|---|
| 1. | Definition |
| 2. | Salaries |
| 3. | Payment of Salaries |
| 4. | Qualification Allowance |
| 5. | In-charge Allowance |
| 6. | Hours of Work |
| 7. | Penalty Rates |
| 8. | Time Worked |
| 9. | Meal Breaks |
| 10. | Overtime |
| 11. | On Call and Call Back |
| 12. | Annual Leave |
| 13. | Public Holidays |
| 14. | Sick Leave |
| 15. | Maternity, Adoption and Parental Leave |
| 16. | Personal/Carer's Leave, Family and Community Services Leave |
| 17. | Long Service Leave |
| 18. | Board and Accommodation |
| 19. | Uniform and Laundry Allowances |
| 20. | Termination of Employment |
| 21. | Settlement of Disputes |
| 22. | Anti-Discrimination |
| 23. | Study Leave |
| 24. | Travelling Allowances |
| 25. | Leave Reserved |
| 26. | Mobility, Excess Fares and Travelling |
| 27. | Payment and Particulars of Salary |
| 28. | Secondment |
| 29. | Relocation Expenses |
| 30. | Labour Flexibility |
| 31. | Redundancy-Managing Displaced Employees |
| 32. | Salary Packaging |
| 33. | Reasonable Hours |
| 34. | Area, Incidence and Duration |

PART B

Table 1 - Allowances

PART A

1. Definitions

"Officer" means a medical officer employed on a full-time basis at a hospital.

"Union" means the Health Services Union.

"Authority" means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

"Service" for the purpose of clause 2, Salaries, means service before and/or after the commencement of this award in one or more hospitals or in other institutions approved from time to time by agreement between the parties of this award. It shall include service as a medical officer in the Australian Armed Forces and service, whether continuous or not, in other hospitals within the Commonwealth of Australia.

"Hospital" means a public hospital as defined under s.15 of the *Health Services Act 1997*.

"Corporation" means the Health Administration Corporation.

"Higher Medical Qualifications" means such qualifications obtained by a medical practitioner subsequent to graduation and includes:

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of New South Wales as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists, or
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of New South Wales and acceptable to the Health Administration Corporation, including fellowship of the Royal Australian College of General Practitioners.

"Intern" means a medical officer serving in a hospital prior to his obtaining full registration pursuant to the *Medical Practice Act 1992*.

"Resident" means a medical officer who has obtained full registration.

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this award or any lesser period acceptable to the Health Administration Corporation, and
- (ii) is appointed as a registrar by a hospital, and
- (iii) is occupying a position of registrar in an established position as approved by the Health Administration Corporation.

"Senior Registrar" means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position as approved by the Health Administration Corporation.

"Weekly Rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

2. Salaries

Salaries for Medical Officers shall be as set out in the Health Professional and Medical Salaries (State) Award.

3. Payment of Salaries

Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee, except where agreement as to another method of payment has been reached between the Union and the Corporation due to the isolation of the employing hospital.

Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the hospitals making their deposits with such financial institutions, but in such cases hospitals shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.

4. Qualification Allowance

An allowance detailed in the Medical Officers section of the Health Professional and Medical Salaries Award shall be paid to officers who obtain an appropriate higher medical qualification subject to graduation.

Provided that this clause shall not apply to an officer who is appointed as a Senior Registrar, the salary rate prescribed in clause 2, Salaries, of this award for such position having taken into account that a higher medical qualification is a prerequisite for appointment.

Provided further that, where an officer in his/her fifth and subsequent years of training is expected to meet the formal requirements of a higher medical qualification in that year, he shall be paid half the qualification allowance.

5. in-Charge Allowance

An allowance as set out in Item 1 of Table 1, Allowances, shall be paid to medical officers for each twelve hours, or part thereof, of continuous in-charge duty for responsibility for after-hours medical services.

6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in sub-clause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of twelve days and shall be granted in multiples of one day for periods ranging from one day to two weeks. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by clause 2, Salaries, of this award.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or, where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than eight hours in length on a week-day or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.

- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number:

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vi) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also, where practicable, in relation to additional (overtime) rostered hours of work, provided that a hospital may change the rosters without notice to meet any emergent situation. This clause shall not apply in respect of the granting by hospitals of additional roster leave pursuant to this clause.

7. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate.

- (i) Hours worked between 6.00 p.m. and midnight, Monday to Friday - 12.5 per cent.
- (ii) Midnight and 8.00 a.m., midnight Sunday to midnight Friday - 25 per cent.
- (iii) Midnight Friday and midnight Saturday - 50 per cent.
- (iv) Midnight Saturday and midnight Sunday - 75 per cent.

8. Time Worked

Time worked means the time during which an officer is required by a hospital to be in attendance at a hospital for the purpose of carrying out such functions as the hospital may call on him to perform, and it shall include times when the officer, in waiting to carry out some active function, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include breaks allowed and actually taken for meals.

Provided further that where an officer attends of his own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the hospital shall not be liable to make any payment for such attendance.

9. Meal Breaks

The principles to be applied by Hospital and Area Health Service Management in relation to meal breaks for Resident Medical Officers are outlined in Departmental Circular No. 88/251.

Day Shifts - Monday to Friday

- (i) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (ii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iii) If officers are required to work during their meal break they shall be paid for the time worked.
- (iv) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

Shifts Other than Day Shifts - Monday to Friday

The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

10. Overtime

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, of this award, shall be paid at the rate of time and one-half for the first two hours, and double time thereafter provided that all overtime performed on a Sunday, shall be at double time.
- (ii) An officer who works authorised overtime and was not notified on or prior to his previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime:
 - (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6.00 a.m.;
 - (b) as set out in Item 2 of Table 1, Allowances, for an evening meal when such overtime is worked for at least one hour immediately following his normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.;
 - (c) as set out in Item 2 of Table 1, Allowances, for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or holidays.

Or shall be provided with adequate meals in lieu of such payments.

The rates prescribed in this subclause shall be varied in accordance with any variations in the rates payable under Division 3 of the Public Sector Employment and Management (General) Regulation 1996.

11. On Call and Call Back

- (i) An "on call period" is a period during which an officer is required by the employer to be on call.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 3 of Table 1, Allowances, and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 3 with a maximum payment as set out in the said Item 3 per week.
- (iv) An officer who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of 4 hours at such rates.
- (v) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred in being available for emergency duty.

12. Annual Leave

- (i) All officers shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months' service in a hospital plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;

- (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call backs pursuant to clause 11, On Call and Call Back, of this award shall be disregarded when assessing an officer's entitlement under the subclause.
 - (d) The calculations referred to in paragraphs (a) and (b) of this subclause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (iii) Annual leave shall be given and shall be taken in one consecutive period, or, if the officer and the hospital so agree, in either two or three separate periods, but not otherwise.
 - (iv) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the hospital and the officer, be postponed for a further period not exceeding six months.
 - (v) If the officer and the hospital so agree, the annual leave or any such separate periods, may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
 - (vi) Except as provided by this clause, payment shall not be made by a hospital to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
 - (vii) The hospital shall give the officer at least two months' notice of the date from which his annual leave is to be taken.
 - (viii) The hospital shall pay each officer before entering upon annual leave his or her ordinary rate of salary for the period of leave. For the purposes of this subclause "ordinary rate of salary" means the award rate of salary and qualification allowance if applicable.
 - (ix) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this award.
 - (x) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to subclause (v), of this clause; and
 - (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part was taken; and
 - (b) the sum paid by the hospital to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the hospital is required to pay to the officer under subclause (ix) of this clause;
 - (c) the hospital shall not be liable to make any payment to the officer under the said subclause (ix) and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation.

13. Public Holidays

- (i) Public holidays shall be allowed to officers on full pay.

- (ii) Where an officer is required to, and does work on any of the public holidays set out in this clause, the officer shall be paid for the hours worked at the rate of time and one-half. In addition, the officer shall have one day added to annual leave for each public holiday so worked unless time off in respect of time worked on such public holiday has been granted.
- (iii) Where a public holiday falls on a rostered day off, the officer shall have one day added to annual leave.
- (iv) For the purpose of this clause the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital is situated.

14. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 "ordinary" hours per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:
 - (a) the employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner approved by the hospital, or may require other satisfactory evidence thereof;
 - (b) an officer shall not be entitled to sick leave until the expiration of three months' continuous service;
 - (c) each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence;
 - (d) an officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation; provided, however, that where an officer is not in receipt of accident pay an employer shall pay to an officer who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable;
 - (e) an officer is not eligible for sick leave during periods when he would have normally been rostered on overtime shifts;
 - (f) an officer is not entitled to more than 8 hours' sick leave in respect of any one day.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 17, Long Service Leave, of this award.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable, under clause 19, Uniform and Laundry Allowance, of this award.
- (iv) A hospital shall not terminate the services of an officer except on the grounds of misconduct during the currency of any periods of paid sick leave.
- (v) Sick leave as defined, shall accrue and be transferable between hospitals, at the rate of fourteen calendar days per year of continuous service, minus days taken.

15. 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;

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) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Return for Less than Full Time Hours

As per maternity leave conditions.

(ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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, 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.

16. Personal/Carer's Leave, Family and Community Services Leave

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Policy Directive 2005-431, as amended from time to time.

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 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 subject to the following:

- (1) where an officer after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed;
- (2) where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
- (3) an officer employed in a hospital at the 1st July 1974, and who was entitled to count broken service under the provisions of the award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
- (2) any period of part-time service, except permanent part-time service.

- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:

on full pay;

on half pay; or

on double pay.

- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

a period of leave on full pay - the number of days so taken;
 a period of leave on half pay - half the number of days so taken; or
 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 and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

18. Board and Accommodation

- (i) Where an officer lives at a hospital, the following deductions from his salary may be made by the employer:

	Per week \$
Separate accommodation	40.16
Shared accommodation	32.96
Full board	71.97

- (ii) Where individual meals only are provided, the officer may be charged the charges applicable under the Public Hospital Nurses (State) Award.
- (iii) The abovementioned amounts shall vary in accordance with the board, accommodation and individual meal charges as prescribed in the Public Hospital Nurses (State) Award as varied from time to time.
- (iv) No deduction shall be made from the salary of an officer for board and accommodation when the officer is absent from the hospital on annual, sick or long service leave, provided that the employer shall be entitled to make the deduction for accommodation where the officer:
 - (a) having been requested to leave his/her room completely vacant fails to do so; or
 - (b) is absent from the hospital on sick leave and such absence does not exceed six consecutive days.

19. Uniform and Laundry Allowance

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the hospital.
- (ii) Where a hospital requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
 - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 4 of Table 1, Allowances;
 - (b) in other cases, an amount as also set in Item 4 of Table 1.

20. Termination of Employment

Employment may be terminated only by four weeks' notice given in writing either by the hospital or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the hospital may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

21. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the chief executive officer of the Area Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Health Administration Corporation, and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Corporation and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Area Health Service and the Union respectively with such recommendations as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.

- (v) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

22. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

23. Study Leave

- (i) Subject to the terms of this clause a hospital may grant to officers other than interns, study leave without loss of pay as follows:
- Face-to-face courses: Half hour study time for every hour of compulsory lecture and/or tutorial attendance, up to a maximum of four hours study time per week. Where no face-to-face course is provided: A maximum of four hours study time per week for a maximum of 27 weeks per year.
- (ii) Study leave shall only be granted in respect of a course:
- (a) leading to higher medical qualifications as defined in clause 1, Definitions, of this award; and
 - (b) in respect of a qualification which when obtained would be relevant to the needs of the hospital.

- (iii) The officer shall submit to the chief executive officer a timetable of the proposed course of study and evidence of the officer's enrolment in the course.
- (iv) The grant of study leave is subject to the convenience of the hospital and should not interfere with the maintenance of essential services or with patient care.
- (v) Periods of study leave granted shall not be taken into account for the purposes of calculating overtime payments;
- (vi) Study leave granted subject to the terms of this clause, may be accrued to a maximum of seven working days for the purpose of enabling the officer to study prior to a written, oral or clinical examination. An option to accumulate study leave in terms of this subclause shall be exercised at the commencement of each academic year and the officer shall notify the Chief Executive Officer accordingly;
- (vii) Officers who have given continuous service of more than one year shall be allowed to accrue study leave not taken up to a maximum of fourteen calendar days.

24. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for a mileage allowance equivalent to the "Transport Allowance" mileage rate payable to members of the New South Wales Public Service as determined by the Authority from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the Chief Executive Officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the Chief Executive Officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by the Regulation of the Authority at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business:
 - (a) occurs when an officer is required by the Chief Executive Officer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";
 - (c) shall include other arrangements as agreed to between the Health Administration Corporation and the Union from time to time.
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

25. Leave Reserved

Leave is reserved for the parties to apply as they may be advised in respect of the definitions of "Higher Medical Qualifications" and in respect of "other post-graduate qualifications" and as to "Salaries" in the event of any alterations in the current wage indexation guidelines. Leave is also reserved to the Union to apply in respect of "on call and call back" and "Overtime" as it may be advised.

26. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the Regulation of the Authority.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Health Administration Corporation which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
 - (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of \$5 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Regulation of the Authority less \$5.

This \$5 shall be reviewed annually by the Corporation.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

27. Payment and Particulars of Salary

- (i) All salaries and other payments shall be paid fortnightly. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employees. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of hospitals making their deposits with such financial institutions, but in such cases hospitals shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Penalty rates and overtime worked during the second week of the pay fortnight may be paid to employees in the next pay period by Area Health Services and hospitals.

28. Secondment

- (i) Allowance - An officer, other than an intern, seconded to work in a 2nd or 3rd Schedule hospital shall have his/her salary increased by one incremental step, by way of allowance, for the period the officer works in such hospital.

For the duration of the officer's secondment, other than periods of leave, the allowance shall be treated as salary for the purpose of calculating overtime and shift penalties.

- (ii) Travel - An officer referred to in subclause (i) of this clause shall be allowed a paid journey to Sydney and return by economy class airfare or equivalent thereof for each period of 7 weeks in the employment of a 2nd or 3rd Schedule hospital.

At the discretion of the hospital the paid journey may be taken in advance. Such travel may be used for the purpose of furthering the officer's medical education.

29. Relocation Expenses

Where an officer is employed in the public hospital system within the metropolitan area and applies for and obtains a permanent position at a country location (being either a position covered by this Award or a Career Medical Officer position), the costs incurred by the officer in respect to removal of furniture and effects and conveyancing in the purchase of a residence are to be refunded by the new employer on the following basis:

At the time the appointment is taken up: 50% of costs incurred.

After one year's service at the country location: a further 25% of the costs incurred.

After two years service at the country location: the remaining 25% of the costs incurred.

These arrangements become effective in relation to country appointments made after 1 January 1989.

30. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote 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 or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

31. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive 2005-517, as amended from time to time.

32. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
- (ii) Where an employee elects to package a portion of salary:
 - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 4 Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.

- (iv) The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of NSW Health Services are subject to prevailing Australian taxation laws.
- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (vii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (viii) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

33. Reasonable Hours

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

34. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Medical Officers (State) Award published 18 January 2002 (330 IG 864) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**Table 1 - Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	5	In charge Allowance	15.00	15.00	15.00
2	10(ii)(a)	Meal Allowance for overtime (a) Breakfast at or before 6.00 a.m. (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m. (c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	19.75 19.75 19.75	19.75 19.75 19.75	19.75 19.75 19.75
3	11(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty On-call allowance per on-call period which coincides with a rostered day off per week	10.80 21.60 75.70	11.20 22.50 78.70	11.60 23.40 81.80
4	19(ii)(a)	Uniform and Laundry Allowance - Full uniform including special shoes if required - Other cases	2.30 1.70	2.30 1.70	2.30 1.70

R. P. BOLAND J.

 Printed by the authority of the Industrial Registrar.

(1574)

SERIAL C4284**ORTHOPTISTS IN PRIVATE PRACTICE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6426 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**1. Title**

This award shall be referred to as the Orthoptists in Private Practice (State) Award.

2. Parties

This award will be binding upon:

- (i) The persons employed in the classifications set out in Clause 7, Wages, of this Award, whether members of the Union or not;
- (ii) The Health Services Union its officers and members.

3. Arrangement

Clause No.	Subject Matter
------------	----------------

Arrangement and Operative Clauses

- | | |
|----|------------------------------|
| 1. | Title |
| 2. | Parties |
| 3. | Arrangement |
| 4. | Definitions |
| 5. | Area, Incidence and Duration |
| 6. | Without Prejudice |

Wages and Allowances

- | | |
|----|------------------|
| 7. | Wages |
| 8. | Allowances |
| 9. | Payment of Wages |

Contract of Employment

- | | |
|-----|---|
| 10. | Permanent Part Time and Casual Employment |
| 11. | Termination of Employment |
| 12. | Supplementary Wage System |

Holidays and Leave

- | | |
|-----|------------------------|
| 13. | Annual Leave |
| 14. | Annual Leave Loading |
| 15. | Compassionate Leave |
| 16. | Personal Carer's Leave |

17. Long Service Leave
18. Jury Service
19. Public Holidays
20. Sick Leave
21. Parental Leave
22. Conference and Training Leave

Patterns of Work

23. Hours of Work
24. Overtime
25. Rest Period
26. Meals

Industrial Considerations

27. Anti-Discrimination
28. Redundancy
29. Superannuation
30. Disciplinary Procedures
31. Grievance and Industrial Dispute Procedure
32. Labour Flexibility
33. Reasonable Hours
34. Vaccinations

4. Definitions

Definitions for the purposes of this Award:

"Orthoptists - Grade 1" means a person having extensive orthoptic experience and/or holding appropriate tertiary qualifications recognised by the Orthoptic Association of Australia Inc. and the Orthoptic Board of Australia, who is appointed to the position of Orthoptists and who generally performs the following functions:-

- (i) Orthoptic assessments and treatments as specified in the curricula and courses of instruction of the Australian Schools of Orthoptics;
- (ii) Ophthalmic investigatory procedures and therapy under the direction of an ophthalmologist;
- (iii) paramedical tasks incidental to the efficient management of an ophthalmic practice;
- (iv) detailed preparation of patients for ophthalmic investigations and procedures;
- (v) a wider range of duties including work which is incidental or peripheral to the ophthalmic practice;
- (vi) any other duties allied to the profession not specified herein.

"Orthoptists - Grade 2"

An Orthoptist appointed this Grade generally undertakes the duties of an Orthoptist - Grade 1, but with additional responsibilities which may include :

Evidence of attending continuing education activities on an annual basis,

Have Accreditation with the Australian Orthoptic Board

Demonstrate to the employer the ability to independently (after a qualifying period) operate all ophthalmic equipment necessary to fulfil the requirements as an Orthoptist and be competent at all ophthalmic duties required in the practice,

Show interest in developing knowledge with new equipment,
Able to perform instructional duties to new orthoptic employees,

To be in charge of and be involved in the training of other/new Orthoptist employed in the practice,

Supervision of students from an Orthoptic Training School.

Obtaining extra study.

Eg: employed on work which requires special knowledge and depth of experience.

A person appointed to this level will be an experienced employee who would be required to work under only general directions from his or her supervisor and be capable of performing the more complex and difficult techniques and procedures."

"Casual" means an employee who:

is one engaged on an hourly basis other than as a permanent part time employee or full time employee.

may only be engaged in the following circumstances; for periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.

"Full Time" means an employee who is engaged as such and who is rostered to work an average of 38 ordinary hours per one week period.

"Permanent Part Time" means an employee who is engaged as such and who is required to work less than an average of 38 ordinary hours per one-week period with a minimum start of 2 hours per rostered day.

"Union" means the Health Services Union.

5. Area, Incidence and Duration

- (i) This award rescinds and replaces the Orthoptists in Private Practice (State) Award - 2000, published 1 June 2001 (325 IG 157), and all variations thereof.
- (ii) This award will apply to employers and employees as set out in Clause 2, Parties, of this award, in the State of New South Wales, including Canberra based employees, but excluding the County of Yancowinna.
- (iii) The award will take effect from the beginning of the first pay period to commence on or after 1 December 2005 and will remain in effect until 30 June 2008.

6. Without Prejudice

Nothing in this Award shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Award.

7. Wages

- (i) Wages

This Award permits for the progressive recognition of professional rates for Orthoptists through adoption of the transitional arrangements detailed hereunder.

Classification	Current Rate \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Orthoptists Grade 1			
1st year of service	791.40	823.10	856.00
2nd year of service	816.00	848.60	882.50
3rd year of service	860.50	894.90	930.70
4th year of service	905.50	941.70	979.40
5th year of service	952.60	990.70	1,030.30
6th year of service	999.30	1,039.30	1,080.90
7th year of service	1,047.00	1,088.90	1,132.50
Grade 2	1,100.70	1,144.70	1,190.50

Provided that:

- (a) An employee who holds or is qualified to hold the degree of Bachelor of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 2nd year of experience after qualification.
 - (b) An employee who holds or is qualified to hold the degree of Master of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 3rd year of experience after qualification.
 - (c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a Grade 1, 4th year of experience after qualification.
- (ii) In-Charge Allowance - An employee who is required to supervise at least two other permanent staff members covered by this Award and employed at a practice shall be paid at Orthoptist-Grade 2 status. Where an employee required to supervise other staff is already recipient of the rate applying to an Orthoptist Grade 2 will, in addition to his/her rate, receive an additional weekly allowance of 10 per cent of the weekly wage of a Orthoptist-Grade 2.
 - (iii) Acting or Higher Grade Duties - Where an employee relieves a person in a higher paid classification or acts in such classification, the employee shall be paid the higher rate of pay for the time so spent relieving in the higher position.

8. Allowances

- (i) Meal Allowance - An employee shall be supplied with a meal or meal allowance of \$9.00 when overtime in excess of one and one half hour is worked after the usual time of ceasing work for the day.
- (ii) Uniforms
 - (a) Where an employer so requires the employee to wear a uniform, the employer may pay to such employee a uniform allowance of \$4.15 per week provided however that if a uniform includes a cardigan or special type shoe, an additional allowance of \$1.62 per week shall also be paid to such employee.
 - (b) If the uniform of an employee is not laundered at the expense of the employer, an allowance of \$ 4.75 per week shall be paid to such employee.
 - (c) The allowances referred to in subclause (ii) (a) and (b) of this clause are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
 - (d) An employer may elect to provide a uniform for employees in lieu of the provisions of subclause (ii) (a) of this clause.

9. Payment of Wages

- (i) Wages and other payments earned during the pay period will be paid not more than three working days from the end of the pay period. An employer may pay in cash or by cheque or electronic transfer or other arrangement by agreement with the employee.
- (ii) Depending on the employer's pay period, full time employees will be paid weekly, fortnightly, four weekly, or monthly. Part time or casual employees will be paid weekly or fortnightly.
- (iii) On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions there from, and the net amount being paid to him.

10. Permanent Part-Time and Casual Employees

1. Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee
- (ii) A casual employee may only be engaged in the following circumstances:
 - (a) for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or
 - (b) in the place of another employee who is absent; or
 - (c) in an emergency.
- (iii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate rate, prescribed by this award, plus 15 per cent thereof, with a minimum payment of two (2) hours for each engagement and one thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied.
- (iv) A casual employee who is required to and does work on a public holiday shall be paid double time and one half for all time worked in lieu of the 15% allowance provided for in subclause 1(iii) of this clause.
- (v) For weekend work, casual employees shall receive the rates that would apply to them if they were full time or part time employees in lieu of the 15% allowance provided for in subclause 1 (ii) of this clause.
- (vi) With respect to a casual employee, the provisions of the following clauses shall not apply:-

Clause 13, Annual Leave; Clause 15, Compassionate Leave; and Clause 20, Sick Leave.
- (vii) Casual employees will be paid one-twelfth of the ordinary hourly rate as referred to in subclause 1 (iii) of this clause, as pro rata annual leave. For the purposes of this Award, the hourly rate referred to herein shall be one thirty-eight (1/38th) of the appropriate weekly rate. Such payment shall be made on the normal pay day of the employee.
- (viii) Casual employees may be engaged by agreement on 2 or more starts per day.

2. Permanent Part-time Employees

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Permanent part time employees have full-time employee entitlements on a pro rata basis.

- (iii) Permanent Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38th) of the appropriate weekly rate.
- (iv) Permanent Part-time employees shall be entitled to all other benefits of this award not otherwise expressly provided for herein or in any other appropriate legislation, in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) Permanent Part time employees may only be engaged on 2 or more starts per day if such arrangements are requested by the employee in writing and agreed upon by the employer in writing. In case of difficulties the Union should be consulted.

11. Termination of Employment

- (i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice.
- (ii) Notice of termination -

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (iii) Employees with at least 2 year's service aged 45 or older will be given an additional one week's notice.
- (iv) Casuals are to be given and will give notice to the end of the current shift worked.
- (v) The employer may, without notice, summarily dismiss an employee at any time for misconduct or wilful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during a notice period.
- (vi) The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.
- (vii) An employee shall give the employer two weeks notice of termination in writing.

12. Supported Wage System

This clause defines the conditions which apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In this clause the following definitions apply:

"Supported wage system" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process"

"Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

"Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

"Assessment instrument" means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

13. Annual Leave

- (i) Period of Leave - An employee who has been in the service of the same employer for a period of not less than twelve months shall be granted four weeks annual leave.
- (ii) Annual Leave Exclusive of Public Holidays - The annual leave prescribed in subclause (i) of this clause shall be exclusive of any of the holidays prescribed by Clause 19, Public Holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.
- (iii) Leave to be Taken - The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by subclause (vii) of this clause, payment shall not be made or accepted in lieu of annual leave.
- (iv) Time of Taking Leave - Annual leave shall be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.
- (v) Leave Allowed Before Due Date - An employer may allow annual leave to an employee before the right has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.
- (vi) Payment for Period of Leave - Each employee before going on leave shall be paid for the period of such leave provided the period is not less than one week.
- (vii) Proportionate Leave - Where the employment of any employee is terminated at the end of a period of employment of less than twelve months, the employer shall pay to the employee, in addition to all other amounts due, an amount equal to 1/12th of the employee's ordinary pay.
- (viii) Sickness During Annual Leave - Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he/she would otherwise have worked, and immediately forwards to the employer a certificate from a registered medical practitioner, then the number of days not less than five specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to the his/her annual leave entitlement.

14. Annual Leave Loading

- (i) An annual leave loading of 17.5 per cent is payable upon and in addition to the employee's ordinary weekly rate prescribed under Clause 7, Wages, of this award for the period of the annual leave taken, when the employee takes such leave. Allowances, penalty rates, overtime or any other payments prescribed under this award are not to be taken into account in calculating the amount on which the loading is payable.
- (ii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance during the first year of employment. If the employment of such an employee continues until the day when he or she would have become entitled under the Annual Holidays Act 1944 to Annual Leave, the loading is then paid in respect of the period of such holiday.

15. Compassionate Leave

An employee shall on production of satisfactory evidence be entitled -

- (i) On the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law or father-in-law, grand-parent, grand-child or next of kin - to leave without

- deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.
- (ii) On the death only outside Australia of a wife, husband, mother, father, sister, brother, child or next of kin - to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work.
 - (iii) Provided that the aggregate of all leave taken in any year pursuant to this clause shall not exceed the number of hours worked by the employee in six ordinary days' work. Provided further that this clause shall have no effect while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
 - (iv) For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

16. Personal/Carer's Leave

1. Use of Sick Leave to Attend Family or Household Member

- 1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause any sick leave entitlement which accrues for absences to provide care and support for such persons when they are ill.
- 1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 1.3 The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (a) the employee being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - a spouse of the employee;
 - 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 or the person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the employee as a de factor partner of the employee on a bona fide domestic basis;
 - 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 same domestic dwelling.
- 1.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it 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 Purposes

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 1.3(b) above who is ill.

3. Annual Leave

3.1 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 any calendar year at a time or times agreed between the parties.

3.2 Access to annual leave as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period.

3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

4. Time Off in lieu of Payment for Overtime

4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

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

4.3 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 paragraph 4.1 of this subclause 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 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

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 ordinary rates.

17. Long Service Leave

(i) Every employee after fifteen years' continuous service with the same employer shall be entitled to three months' leave of absence on full pay and for each additional five years' continuous service thereafter, to an additional one and one-half months' leave of absence on full pay.

(ii) Any employee who has completed ten years of continuous service with the same employer shall be entitled to take such leave, computed on a pro-rata basis of three months' leave on full pay for fifteen years service. Such leave in all cases to be taken at a time to be mutually arranged between the employer and the employee.

(iii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one months long service leave on full pay and for service after five years, a proportionate amount of such leave on full pay calculated on the basis of 3 months long service leave for fifteen years service.

(iv) Where an employee has acquired a right to extended leave with pay under subclause (i) of this clause, then and in every such case:

- (a) If before such leave has been entered upon, the employment of such employee has been terminated, such employee shall be able to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
 - (b) If such employee dies before entering upon such extended leave, or if after having entered upon same, dies before its termination, his/her estate shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary the employee was receiving at the time of the employees' death.
- (v) For the purpose of this clause:
- (a) Continuous service with the same employer prior to the coming into force of this award shall be taken into account.
 - (b) One month equals four and one third weeks.
- (vi) Continuous service shall be deemed not to be broken by:
- (a) Any period of absence on leave without pay not exceeding six months with the exception of maternity leave where up to twelve months unpaid leave can be taken without a break in service (see clause 21).
 - (b) Absence of an employee from the workplace whilst a member of the Defence Forces of the Commonwealth in a time of war.
- (v) Where any 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.
- (vi) Any period of part time service with the employer shall count towards long service leave on the basis of the proportion that the actual number of hours each week worked as it bears to a thirty-eight hour week. The period so calculated shall be paid for at the full weekly salary prescribed by Clause 7, Wages, of this award.
- (vii) Where an employee has accrued the right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (viii) Where a business is before, on, or after the date of this award transmitted from an employer (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the transmittee") and employees who at the time of such transmission were employees of the transmitter; service shall be deemed not to have been broken by reasons of such transmissions; and
- (a) The period of employment which the employee has had with the transmitter, or any prior transmitter, shall be deemed to be in service of the employee with the transmittee;
 - (b) In this sub-clause "business" includes, trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of Law and "transmitted" has a corresponding meaning.

18. Jury Service

- (i) An employee other than a casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

- (ii) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for Jury Service. 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.

19. Public Holidays

- (i) Full-time and Permanent Part-time employees shall be entitled to holidays on the following days without deduction of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day; and in addition, a day between Christmas Day and New Year shall be observed as a public holiday in lieu of the August Bank holiday.

- (ii)
 - (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (iii) Where in a locality, public holidays are declared or prescribed on days other than those set out in subclause (i)(a) of this clause, those days shall constitute additional holidays for the purpose of this award.
- (iv) An employer, with the agreement of the union which is party to this award, may substitute another day for any prescribed in this clause.
- (v)
 - (a) An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
 - (b) An agreement pursuant to paragraph (iv) of this clause shall be recorded in writing and be available to every affected employee.
 - (c) The union which is party to this award shall be informed of an agreement pursuant to paragraph (iv) of this clause and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement.
 - (d) If a union, pursuant to paragraph (v)(c) of this clause, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the union.
 - (e) If no resolution is achieved pursuant to paragraph (d) of this clause, the employer may apply to the Industrial Relations Commission for approval of the agreement reached with his or her employees. Such an application must be made fourteen or more days before the prescribed holiday.

After giving the employer and union an opportunity to be heard, the Industrial Relations Commission will determine the application.
- (vi) If an employee works on any of such holidays he or she shall be paid at the ordinary time rate of pay for the time so worked, in addition to which he or she shall be entitled to receive within 4 weeks following the date on which such holiday occurred:

- (a) one and a half extra day's pay; or
- (b) one and a half days off in lieu of which at least seven days' notice shall be given.

20. Sick Leave

- (i) If after three months continuous service with the employer an employee is unable to attend for duty by reason of personal illness or incapacity (not where entitled to payment under the *Injury Management and Workers Compensation Act 1998* or other relevant Act) the employee will be paid for such non attendance for up to eight (8) days in the first year of service and ten days per annum in each subsequent year..

Provided that such illness is certified by a registered medical practitioner and such certificate is tendered to the employer within 48 hours of the commencement of such absence.

- (ii) An employee who claims to be allowed sick leave for one day only may be absent through sickness without furnishing evidence of such sickness on not more than three occasions in any one year.
- (iii) An employee shall be entitled to the benefits in subclauses (i) and (ii) of this clause, subject to the following conditions and limitations:
 - (a) The employee shall, at least 2 hours before his or her time rostered to commence duty on the first day of absence, inform the employer of his or her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
 - (b) Prove to the satisfaction of the employer that he or she was unable, on account of the injury or illness, to notify the employer as required under subclause (i) of this clause.

Provided that employees rostered for duty prior to 10.00 am on the first day of such absence, shall not be required to give such notice before 7.00am

- (iv) Cumulative Sick Leave - If the full period of sick leave as prescribed in subclause (i) of this clause is not taken in any year, such portion as is not taken shall be cumulative from year to year for a total period of six years.

21. Parental Leave

A. Maternity leave - An employee will be entitled to maternity leave as follows:

- (i) Maternity leave is unpaid leave.
- (ii) An employee who has at least twelve months' continuous service with an employer is entitled to maternity leave for a period of up to 52 weeks, such period being reduced by any period of paternity leave taken by the employee's spouse.
- (iii) An employee must, not less than ten weeks prior to the presumed date of confinement, give notice in writing to the employer stating the presumed date of confinement.
- (iv) The employee must give not less than four weeks' notice in writing to the employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (v) Unless the parties agree otherwise, the period of maternity leave may be lengthened once only by the employee giving the employer not less than fourteen day's notice in writing stating the period by which the leave is to be lengthened (being a period which will not result in more than 52 weeks' maternity leave being taken).
- (vi) An employer must not terminate the employment of an employee on the ground of her pregnancy or her absence on maternity leave but otherwise the rights of an employer in relation to termination are unaffected.

- (vii) An employee on maternity leave must confirm her intention to return to work by notice in writing given not less than four weeks prior to the expiration of her period of maternity leave.
 - (viii) An employee upon returning to work will be entitled to the position she held immediately before proceeding on maternity leave. Where such position no longer exists, the employee will be entitled where possible to a position as nearly comparable in status and pay to that of her former position.
- B. Paternity leave - An employee will be entitled to paternity leave as follows:
- (i) Paternity leave is unpaid leave.
 - (ii) An employee who has at least twelve months' continuous service with an employer will be entitled to paternity leave for one or two periods of paternity leave, which together do not exceed a period of 52 weeks, such period being reduced by any period of maternity leave taken by the employee's spouse. Paternity leave is not to be taken concurrently with maternity leave taken by the employee's spouse.
 - (iii) If paternity leave is broken into two periods, they shall be as follows:
 - (a) Unbroken period of up to one week at the time of confinement of the employee's spouse;
 - (b) Further unbroken period of up to 51 weeks.
 - (iv) An employee must when applying for paternity leave produce to the employer:
 - (a) A certificate from his spouse's registered medical practitioner detailing the pregnancy and confinement;
 - (b) Statutory declarations detailing various matters relating to paternity leave.
 - (v) The employee must give not less than ten weeks' notice in writing to the employer of the dates upon which he proposes to commence any periods of paternity leave stating the period of leave to be taken.
 - (vi) Unless the parties agree otherwise, the period of paternity leave may be lengthened once only by the employee giving the employer not less than fourteen days' notice in writing stating the period by which the leave is to be lengthened (being a period which will not result in more than 52 weeks' paternity leave being taken).
 - (vii) An employer must not terminate the employment of an employee on the ground of his absence on paternity leave but otherwise the rights of an employer in relation to termination are unaffected.
 - (viii) An employee on paternity leave must confirm his intention to return to work by notice in writing given not less than four weeks prior to the expiration of his period of paternity leave.
 - (ix) An employee upon returning to work will be entitled to the position he held immediately before proceeding on paternity leave. Where such position no longer exists, the employee will be entitled where possible to a position as nearly comparable in status and pay to that of his former position.

C. Adoption leave

An employee will be entitled to adoption leave as follows:

- (i) Adoption leave is unpaid leave.
- (ii) An employee who has at least twelve months' continuous service with an employer will be entitled to adoption leave for one or two periods of adoption leave, which together do not exceed a period of 52 weeks, such period being reduced by any period of adoption leave taken by the employee's spouse.
- (iii) Adoption leave may be broken into two periods as follows:

- (a) An unbroken period of up to three weeks at the time of the placement of this child,
 - (b) An unbroken period of up to 52 weeks from the time of the child's placement (less any time taken under paragraph.(iii)(a)of this clause.
- (iv) Before taking adoption leave, the employee must produce to the employer:
- (a) A statement from the adoption agency concerning the presumed date of placement of the child.
 - (b) A statement from the appropriate government authority confirming that the employee is to have custody of the child.
 - (c) A statutory declaration detailing various matters in relation to adoption leave.
- (v) The employee must give not less than fourteen days' notice in writing to the employer of the date when the employee proposes to commence a period of adoption leave at the time of placement of the child.
- (iv) The employee must give not less than ten weeks' notice in writing to the employer of the date when the employee proposes to commence adoption leave following placement of the child.
- (vii) Unless the parties agree otherwise, the period of adoption leave may be lengthened once only by the employee giving the employer not less than fourteen days' notice in writing stating the period by which the leave is to be lengthened (being a period which will not result in more than 52 weeks' adoption leave being taken).
- (viii) An employer must not terminate the employment of an employee on the grounds of his/her absence on adoption leave but otherwise the rights of an employer in relation to termination are unaffected.
- (ix) An employee on adoption leave must confirm his/her intention to return to work by notice in writing given not less than four weeks prior to the expiration of his/her period of adoption leave.
- (x) An employee upon returning to work must be entitled to the position he/she held immediately before proceeding on adoption leave. Where such position no longer exists, the employee will be entitled where possible to a position as nearly comparable in status and pay to that of his/her former position.

22. Conference and Training Leave

- (i) An employee shall be entitled to three (3) days paid leave per year to attend conferences/training that the employer agrees will further the professional development and/or knowledge of the employee in his/her current position
- (ii) The employer shall pay all expenses involved in employees attending such conferences or training sessions.

23. Hours of Work

- (i) Hours of work are rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, will not exceed an average of 38 hours per one-week period.
- (ii) Ordinary hours for full time or part time employees are between 7.00am to 7.00pm Monday to Friday and 6.00am to 12 noon Saturday. Hours worked by full time and part time employees outside these times attract overtime rates in accordance with clause 9.
- (iii) By mutual agreement there can be four (4) shifts of not more than 9.5 hours each in any one week.

- (iv) Where a practice seeks to regularly work outside the above span of hours, the practice shall notify the Union in writing as to its desired arrangements and appropriate discussions will occur so as to introduce appropriate shift arrangements.

24. Overtime

- (i) A practice may require an employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.
- (ii) Only authorized overtime shall be paid for in the following manner:

In excess of ordinary hours work on any one day - time and a half for the first two hours and double time thereafter.

- (iii) A full time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than 30 minutes, shall be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.
- (iv) A permanent part time employee who on any given day works outside the ordinary rostered hours of full time employees employed in a similar position for a period of less than 30 minutes, shall be entitled to elect to take either an equivalent amount of time off work at a time mutually convenient to the employee and the employer or payment in accordance with subclause (i) of clause 23, Hours of Work, of this Award.
- (v) A permanent part time employee who on any given day works outside the ordinary rostered hours of full time employees employed in the practice for a period in excess of 30 minutes, shall be entitled to receive overtime payment at the rate of time and a half for the first 2 hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. The hourly rate for overtime shall be calculated by dividing the weekly rate by thirty-eight (38).
- (vi) A permanent part time employee who by agreement with the employer works beyond his or her ordinary rostered hours, or on days on which he or she does not usually work shall be paid at ordinary rates of pay subject to Clauses 7, Wages; subclauses (iv) and (v) of clause 10, Permanent Part-time and Casual employees; and Clause 23, Hours of Work, of this Award.
- (vii) For work done by a casual employee in excess of an average of 38 hours in a week the rate of pay will be time and a half for the first 2 hours and double time thereafter. Overtime for such employees will be calculated on a pay period basis.
- (viii) Where an employee is recalled to work after leaving the premises they shall be paid a minimum of four hours at the appropriate overtime rate.

25. Rest Period

At a time suitable to the employer 2 rest periods each of 10 minutes or by mutual agreement one 20 minute rest period shall be given to each employee during each 8-hour period of duty and shall be counted as time worked.

No employee shall be required to work more than 5 hours without a break.

26. Meals

- (i) An unpaid break of not less than thirty (30) minutes and not more than one (1) hour will be allowed for a meal within five (5) hours of commencement. This provision may be varied by agreement between the employer and an individual employee.
- (ii) Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.

27. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

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

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

28. Redundancy

A. Discussion before Termination

- (i) This is a dispute settling procedure concerning the matter of redundancy. It supplements and adds to the current dispute settling procedure in Clause 31, Grievance and Industrial Dispute Procedure.
- (ii) Where a definite decision has been made by an employer that the employer no longer wishes the job an employee has been doing to be done by anyone and that this is not due to the ordinary and customary turnover of labour, and that the decision may lead to termination of employment, the employer shall hold discussions with the employee(s) directly affected and with the Health Services Union in a manner consistent with Clause 31, Grievance and Industrial Dispute Procedure, of this Award.
- (iii) These discussion shall take place as soon as is practicable after the employer has made a definite decision, which will invoke the provisions of subclause (ii) of paragraph A, Discussion before Termination, and shall cover, inter-alia, any reason for the proposed termination(s), measures to avoid or

minimalise the termination(s) and measures to mitigate any adverse effects of any termination(s) on the employees concerned.

- (iv) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employee(s) concerned and the Union, all relevant information about the proposed termination(s) including the reasons for the proposed termination(s), the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination(s) are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

B Time off during the notice period

- (a) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
- (b) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.

C. Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in subclause (ii) of paragraph A, Discussion before Termination, of this clause, may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under the clause as the employee remained with the employer until the expiry date 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 provide to each employee whose employment has been terminated, 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. Transfer to Lower Paid Duties

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

F. Retrenchment Pay

In addition to the period of notice determined under clause 11, Termination of Employment, and subject to further awards of the Industrial Relations Commission, an employee whose employment is terminated for reasons set out in subclause (ii) of paragraph A, Discussion before Termination, of this clause, shall be entitled to the following amount of Retrenchment pay in respect of continuous period of service:

- (i) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Retrenchment Pay
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

- (ii) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Retrenchment Pay
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

- (iii) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

For the purpose of definition, the term "Weeks' Pay" in this clause means:

- (a) Where no ordinary time of pay is fixed for an employee's work under the same terms of his/her employment, the ordinary rate of pay shall be deemed to be the average weekly rate earned by the employee during the period of twelve months immediately prior to the termination.
- (b) Where no normal weekly number of hours is fixed for a worker under the terms of his/her employment, the normal number of hours worked shall be deemed to be the average weekly number of hours worked by the employee during the period of twelve months referred to in subparagraph (a) of subclause (iii) hereof.
- (c) For the purpose of this clause, continuity of service shall be calculated in the following manner:
- (1) Any period of unemployment less than six months shall be disregarded;
 - (2) Any period of less than six months continuous service duration shall be disregarded.

G. 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 F, Retrenchment Pay, above, if the employer obtains acceptable alternative employment for an employee.

H. Employees with less than one year's Continuous Service

This Clause shall not apply to employees with less than one year's continuous service.

I. Superannuation Benefits

- (i) Subject to a further Award by the Industrial Relations Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he/she shall only receive under paragraph F, Retrenchment Pay, hereof the difference between the severance pay specified in the sub-clause and the amount of superannuation benefit the employee receives which is attributed to employer contributions only.
- (ii) If this superannuation benefit is greater than the amount due under paragraph F, Retrenchment Pay, hereof, then the employee shall receive no payment under that clause.

J. Employees Exempted

This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees engaged for a specific period of time or for a specified task or tasks.

K. Employers Exempted

Subject to an award of the Industrial Relations Commission of New South Wales, in a particular redundancy case, this part shall not apply to employers who employ less than fifteen (15) employees whether under this award or otherwise.

L. Transmission of Business

There a business is before, on, or after the date of this award transmitted from an employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor; service shall be deemed not to have been broken by reasons of such transmissions; and

- (i) The period of employment which the employee has had with the transmittor, or any prior transmittor, shall be deemed to be in service of the employee with the transmittee;
- (ii) In this sub-clause "business" includes, trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of Law and "transmitted" has a corresponding meaning.

M. Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

N. Centrelink Employment Separation Certificate

The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

29. Superannuation

- (i) Superannuation is dealt with extensively by the legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) For the purposes of this Award, "Approved Fund" under definition within the Act shall include the following:
 - (a) an existing fund to which the employer contributed before the date the award is made which complies with the Occupational Superannuation guidelines; or
 - (b) any other approved fund, eg. "MEDPRAC" (Medical Practice Superannuation Scheme), "HESTA", etc., at any time during the life of this award.

30. Disciplinary Procedures

- (i) Where disciplinary action is necessary, the management representatives shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file.

- (ii) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The employee has the right to union representation.
- (iii) If the problem continues, the employee will be again seen by management. A final warning in writing may be given. The employee has the right to union representation.
- (iv) In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- (v) Summary dismissal of an employee may still occur for acts of "serious and willful misconduct".
- (vi) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to a committee of two employer representatives and two employee representatives for resolution. Where such a committee cannot reach a majority decision the matter may be referred to the Industrial Relations Commission.
- (vii) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.
- (viii) Distribution of these Procedures - All new employees shall be handed a copy of these procedures on commencement of employment.

31. Grievance and Industrial Disputes Procedure

- (i) Preamble
 - (a) It is the objective of these procedures to ensure that grievances are resolved by negotiation and discussion between the parties.
 - (b) The parties to this award recognise that from time to time individual employees may have grievances which need to be resolved in the interests of good relationships.
 - (c) An employee will have the right for a grievance to be heard through all levels of line management.
- (ii) Grievance Procedure
 - (a) In the first instance the employee is to discuss any problem or concern with the immediate supervisor who will endeavour to resolve the issue expeditiously.
 - (b) Any unresolved matter will be referred by the employee to a designated person after the employee notifies the immediate supervisor. The immediate supervisor will also attend the conference organised by the designated person to discuss the matter.
 - (c) Should the matter remain unresolved, appropriate assistance should be sought from the Practice Manager or other nominated representative(s) of the employer.
 - (d) In the event of no agreement being reached, the matter will be referred to the Partners or their nominee(s).
 - (e) An employee may be represented by a local representative of his or her choosing or by representatives of the union.
 - (f) Where the matter involves either party seeking to change an existing agreement or practice, the parties will endeavour to identify and agree on what was the status quo, which will then continue to prevail until the parties have exhausted all steps in the above procedure.
- (iii) Industrial Disputes Procedure

The employee and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (a) Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor in accordance with the Grievance Procedure.
- (b) If the matter is not resolved, the matter will be further discussed between the affected employee, the employee's nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.
- (c) If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.
- (d) In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.
- (e) Should the matter still not be resolved, it may be referred by the parties to the Industrial Relations Commission for conciliation or arbitration.

32. Labour Flexibility

The parties agree that the terms and conditions of this award may be varied to provide more flexibility provided that:

- (i) Employers and employees agree, by mutual agreement, and that such agreement be in writing and signed by the parties.
- (ii) That such agreed upon arrangements do not offer any entitlements that are less than those in this award.
- (iii) That such agreed upon arrangements be ratified by the Union prior to implementation.

33. Reasonable Hours

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is reasonable or other wise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

34. Vaccinations

The employer may request that the Orthoptists maintains relevant vaccinations to protect themselves from work related viruses. Where the employer requests or agrees to vaccinations, the employer shall reimburse the employee for the costs associated with the vaccination and consultation. Alternatively, the employer may make arrangements to provide vaccinations through the practice."

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(096)

SERIAL C4290**HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6397 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

Arrangement

PART A

Clause No.	Subject Matter
6.	Anti-Discrimination
7.	Area, Incidence and Duration
3.	Conditions of Employment
1.	Definitions
5.	Dispute Resolution
4.	No Extra Claims
2.	Salaries

Part B - Monetary Rates

Table 1 - Salaries

PART A**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Corporation" means the Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or Hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*.

"Interpreter" means a person appointed as such and is a section 14A servant of the Department of Health, NSW or an employee of a hospital or an Area Health Service in New South Wales.

"Union" means the Health Services Union.

2. Salaries

Salaries for Interpreter - Grades 1, 2 and 3 - shall be as set in Table 1-Salaries, of Part B, Monetary Rates.

Provided that an Interpreter Grade 1 who completes a Level 2 Course in Interpreting shall subject to the following conditions be promoted to Grade 2 with effect from the first pay period of the month following the successful completion of the course:

- (i) Satisfactory service and a recommendation to the Department:
- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

- (i) officers having passed the National Accreditation Authority for Translators and Interpreters (N.A.A.T.I.) test at level 3; and
- (ii) the Officer having completed 12 months' service as an interpreter within the Department or such other service deemed by the Department as being equivalent thereto; and
- (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

Interpreter In Charge - An employee appointed to the position of Interpreter in Charge shall receive a rate equal to the Interpreter - Grade 2 - 5th year of service and thereafter rate; plus an allowance equivalent to the current team leader's allowance as varied from time to time; provided that if an employee employed as an Interpreter - Grade 3 is appointed to the position of Interpreter in Charge he/she shall be paid his/her appropriate rate as an Interpreter - Grade 3, plus an allowance equivalent to the current team leader's allowance as varied from time to time.

3. Conditions of Employment

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

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.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, shall apply.

6. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

NOTES -

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

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

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Interpreters (State) Award published 6 November 1998 (307 IG 67) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Interpreter - Grade 1			
1st year	32,040	33,322	34,655
2nd year	32,935	34,252	35,622
3rd year	34,275	35,646	37,072
4th year	35,164	36,571	38,034
Interpreter - Grade 2			
1st year	38,504	40,044	41,646
2nd year	39,667	41,254	42,904

3rd year	40,676	42,303	43,995
4th year	41,726	43,395	45,131
5th year	42,765	44,476	46,255

Interpreter - Grade 3			
1st year	44,673	46,460	48,318
2nd year	45,827	47,660	49,566
3rd year	47,311	49,203	51,171
4th year	48,513	50,454	52,472
Co-ordinator Interpreter Services			
1st year	53,113	55,238	57,448
2nd year	55,288	57,500	59,800
3rd year	57,224	59,513	61,894
4th year	60,001	62,401	64,897

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(1851)

SERIAL C4235**CROWN EMPLOYEES (POLICE OFFICERS DEATH AND
DISABILITY) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Police.

(No. IRC 6040 of 2005)

Before The Honourable Justice Boland

5 December 2005

AWARD**PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND
DEFINITIONS****1. Introduction, Intentions and Commitments**

- 1.1 This Award shall be known as the "Crown Employees (Police Officers Death and Disability) Award 2005".
- 1.2 The intentions and commitments of this Award are to:
- 1.2.1 Provide benefits on medical discharge in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of a police officer.
- 1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury, results in a police officer suffering partial and permanent disability.
- 1.2.3 Develop and implement an agreed WellCheck Program for police officers.
- 1.3 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Index and Definitions.
- Part B - Arrangements for police officers entitled to the death and disability benefits prescribed by this Award.
- Part C - WellCheck Program.
- Part D - Disputes, Anti-discrimination, Leave Reserved and Area, Incidence and Duration.

2. Index

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by officers
6.	Other Benefits Applicable to Police Officers

7. Police Officers - Lump Sum Payments for "On Duty" Death and Total and Permanent Disablement
 8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement
 9. Rehabilitation and Retraining and Lump Sum Payments for Police Officers who suffer Partial and Permanent Disability
 10. Assessment of Entitlement to Benefits
 11. Well Check
 12. Grievance Mechanism
 13. Anti-Discrimination
 14. Award Review
 15. Leave Reserved
 16. Area, Incidence, Duration and Parties Bound
- Annexure A - Total and permanent disablement Benefits
Payment Scale
- Annexure B - Partial and Permanent Disability Benefits
Payment Scale

3. Definitions

"actuary" means an actuary appointed by NSW Police.

"Association" means the Police Association of NSW.

"estate" of a person means the property and affairs of the person.

"First State Super" ("First State Super") means the superannuation scheme established under the *First State Superannuation Act 1992* or subsequent arrangements.

"NSW Police" means NSW Police established by the *Police Act 1990*.

"normal duties" means performing the duties for which the police officer has been principally employed", including restricted duties for the purposes of subclauses 4.3, 4.4 and 4.5.

"on duty injury" in relation to a police officer means, injury to a police officer in such circumstances as would, if the police officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the police officer to compensation under the terms and provisions of that Act.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"partial and permanent disability" means the police officer's cessation of employment was substantially due, directly or indirectly, to the permanent physical or mental disability of the police officer (not caused by any act or default of the police officer intended to produce an injury leading to that disability) and that the police officer is, when the police officer ceases to be employed by NSW Police, permanently unable, by reason of that disability, to perform the duties that the police officer was required to perform before the police officer suffered the disability.

"police officer" means a member of NSW Police holding a position which is designated under the *Police Act 1990* as a position to be held by a police officer.

Police Superannuation Scheme ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"salary", means for Non-Commissioned Officers the base salary as prescribed by the Crown Employees (Police Officers 2005) Award plus 17%. For Commissioned Officers means remuneration as prescribed by the Crown Employees (Police Officers 2005) Award.

"total and permanent disablement" means

- (a) a police officer suffers the loss of:

the use of two limbs, or
the sight of both eyes, or

the use of one limb and the sight of one eye

where limb is defined as the whole hand or the whole foot; or

- (b) A police officer working 15 hours each week or more

The police officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the police officer unlikely ever to engage in any gainful profession, trade, or occupation for which the police officer is reasonably qualified by reason of education, training or experience.

- (c) A police officer working less than 15 hours each week

The police officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the police officer being unable to undertake any two of the activities listed below:

- (i) Bathing - to shower or bathe
- (ii) Dressing - to dress or undress
- (iii) Toileting - to use the toilet including getting on or off
- (iv) Feeding - to eat and drink
- (v) Mobility - to get in or out of his/her wheelchair
- (vi) Continence - to control bladder and bowel function

If the police officer can perform the activity on his/her own by using special equipment the police officer is not to be considered unable to perform the activity.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *State Superannuation Act 1916*.

PART B - ARRANGEMENTS FOR POLICE OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD

4. Coverage

4.1 This Award applies to all police officers with the following exceptions:

4.1.1 members of the Police Superannuation Scheme; and

4.1.2 members of the State Superannuation Scheme; and

- 4.1.3 to the extent identified in Clause 4.2 members of the State Authorities Superannuation Scheme who have Additional Benefit Cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award.
- 4.2 Officers who are members of the State Authorities Superannuation Scheme who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this award in relation to Death and Total and Permanent Incapacity. However, such officers will still be entitled to benefits covered by this award with respect to Partial and Permanent Disability.
- 4.3 Subject only to sub-clause 4.1, 4.4 and 4.5 this award applies to all police officers employed on or after 23 June 2005. Police officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect to pre-existing injuries or diseases.

Transitional Arrangements

These arrangements also apply to officers at work on 23 June 2005 who are participating in an agreed return to work program or who return to work after that date and participate in an agreed return to work program.

- 4.4 Police officers who have suffered an on duty injury and who are making genuine efforts to comply with an agreed Return to Work program shall be covered by this award provided that they participate in such a program for a period equivalent of 3 months of their full time service, subject to the determination of the Committee referred to in subclause 4.5.
- 4.5 A committee comprising a representative of NSW Police, the Association, the NSW Police Ministry and a person agreed between those parties shall determine coverage of such officers in accordance with clauses 7 and 9 in the event of a medical discharge.

5. Contributions By Officers

- 5.1 Police officers who are eligible for coverage under this Award, subject to subclauses 5.2, 5.3 and 5.4, shall contribute 1.8 per cent of their salary to NSW Police.
- 5.2 Police officers who are contributors to SASS but who do not contribute to SASS for additional benefit cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.3 Police officers who are contributors to SASS and who contribute for additional benefit cover and who elect to relinquish that cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.4 Police officers who:
- 5.4.1 are contributors to SASS; and
 - 5.4.2 contribute to SASS for additional benefit cover; and
 - 5.4.3 elect not to relinquish that additional benefit cover,
- will contribute 0.88% of their salary to NSW Police and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent incapacity. The only benefits prescribed by this award to which the police officer shall be entitled are the benefits applicable in relation to partial and permanent incapacity.
- 5.5 The contributions prescribed by this Award in relation to police officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.

- 5.6 Notwithstanding the provisions of the Crown Employees (Police Officers - 2005) Award, a police officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the police officer's contribution pursuant to this clause, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the police officer would have received in the event that no salary sacrifice had been applicable.
- 5.7 The provisions of this sub-clause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit police officers who are contributors to SASS and who contribute for additional benefit cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. A police officer who is a contributor to SASS and who contributes for additional benefit cover shall make an election as provided for by this clause in the time frame specified by the amendments to the Act or Regulations.
- 5.8 In the event that an officer dies or is medically exited prior to having had an opportunity to make an election pursuant to this sub clause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the additional benefit cover from SASS.
- 5.9 A police officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.10 Contributions of part time officers will be based on their part time salary as defined by this Award.

6. Other Benefits Applicable to Police Officers

The benefits conferred upon police officers by this Award shall be in addition to any superannuation benefits that may be payable to police officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management Act 1998* as varied from time to time.

7. Police Officers - Lump Sum Payments for "on Duty" Death and Total and Permanent Disablement

- 7.1 Police officers who contribute under clause 4 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in a police officer's death or a police officer suffering total and permanent disablement.
- 7.2 Entitlements under Clause 7.1 in the event of a police officer's death will be paid to the deceased's estate.

8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement

- 8.1 Police officers who contribute under clause 4 shall be entitled to a lump sum payment in accordance with the scale set out in clause 8.3 in the event that an off duty injury results in their death or total and permanent disablement.
- 8.2 For the purposes of this sub-clause, a police officer's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Police or at such earlier date as may be determined by the parties in accordance with clause 10.6.
- 8.3 Entitlements under clause 8.1 in the event of a police officer's death will be paid to the deceased's estate.

Age	Lump Sum \$
Less than 61 years of age	250,000
At age 61 to less than 62 years of age	200,000
At age 62 to less than 63 years of age	150,000
At age 63 to less than 64 years of age	100,000
At age 64 to less than 65 years of age	50,000

- 8.4 The Lump Sum amounts prescribed by sub clause 8.3 shall be increased accordance with increases in salaries prescribed by the Crown Employees (Police Officers 2005) Award to take effect from 1 July each year as follows:

4% July 2006

4% July 2007

4% July 2008

4% July 2009

9. Rehabilitation, Retraining and Lump Sum Payments for Police Officers Who Suffer Partial and Permanent Disability

- 9.1 The lump sum payments prescribed by this clause are payable by NSW Police. In order to be entitled to a benefit pursuant to this Clause, a police officer must engage in the provisions outlined within this Clause.

- 9.2 There is a mutual obligation on both the employer and injured officer to identify suitable police positions for redeployment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable police position made by the employer, which may include transfer to another location. A failure to accept one of three (3) reasonable offers as per the Permanent Restricted Duties Policy of a suitable police position will jeopardize any benefits or entitlements payable under this award and may result in medical discharge.

- 9.3 A police officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with agreed policies, which are annexed to this award, leading to a return to pre-injury employment wherever possible.

9.3.1 Where a return to pre-injury employment is not possible, as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be declared as suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.

9.3.2 If placement in a police position within the NSW Police is not possible and redeployment to an administrative officer position is not agreed to by the officer, the employment of the police officer may be terminated. In such circumstances the police officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Annexure B to this Award.

- 9.4 A police officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with agreed policies, leading to a return to pre-injury employment wherever possible. No direct medical or rehabilitation costs will be met by NSW Police for off duty injuries

9.4.1 Where a return to pre-injury employment is not possible as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be declared as suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.

9.4.2 If placement in a police position is not possible and redeployment to a administrative officer position within the NSW Police is not agreed to by the officer, the employment of the police officer may be terminated and, in such circumstances, the police officer shall be paid a lump sum payment equivalent to the unexpired portion of the two years full salary or full salary to age 60 (whichever is the lesser). The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every police officer who suffers partial and permanent disability to be placed in a suitable police position within NSW Police, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the police officer concerned and the Association (unless the police officer expressly declines to agree to the Association being informed) to consider the NSW Police opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to medical discharge.

10. Insurance and Assessment of Entitlement to Benefits

- 10.1 The Association acknowledges that NSW Police will establish, with First State Super, an insurance scheme to pay the lump sum benefits prescribed by clauses 7 and 8 of this Award (the First State Super insurance scheme).
- 10.2 NSW Police shall deduct the contributions that police officers are required or elect to make pursuant to this clause from their salaries.
- 10.3 NSW Police shall contribute to First State Super such sum as required to meet the cost of the insurance premiums to fund the First State Super insurance scheme.
- 10.4 NSW Police shall meet the cost of benefits payable under this Award for Partial and Permanent Disability.
- 10.5 NSW Police will also meet the entitlement pursuant to Clause 7 and Clause 8 for death and total and permanent disablement benefits in the following circumstances:
- 10.5.1 Injuries or death in the period 23 June 2005 to 1 July 2005;
 - 10.5.2 Members covered by the transition arrangements in Clause 4;
 - 10.5.3 Where a police officer suffers an on-duty injury which is recognized for the purposes of workers compensation law and where such injury is later aggravated or exacerbated off-duty and such injury is not covered by the insurer as being an on-duty injury; and
 - 10.5.4 On duty overseas deployments to countries not covered by the insurer, pursuant to Clause 7 only.
- 10.6 Members can only receive one benefit either a "partial and permanent disability benefit" or "total and permanent disablement benefit". Receiving a "partial and permanent disability benefit" or "total and permanent disablement benefit" discharges the liability of the alternative party for the relevant benefit payable. If a Special Risk Benefit under section 216 of the *Police Act* 1990 is payable to a police officer that officer is not entitled to a benefit under this award.
- 10.7 Entitlement to the benefits to be provided by NSW Police pursuant to this Award shall be assessed by NSW Police. Any dispute as to the entitlement of a police officer to receive a benefit under the terms of this award (whether lump sum entitlement or otherwise) may be referred to the Industrial Relations Commission of New South Wales for determination.
- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance scheme shall be assessed in accordance with the terms of the First State Super Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance scheme the matter may be referred to the Industrial Relations Commission of NSW for final determination.
- 10.9 Lump Sum Benefits payable under this Award shall be calculated utilising the salary as defined in this Award. In the case of police officers who have worked a period of their service on a part time basis, the

benefits will be calculated by multiplying their full time equivalent salary by a part time ratio. This ratio shall be calculated by the dividing the full time equivalent service by the officer's actual service since 23 June 2005.

10.10 A police officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action pursuant to section 181 D or section 73 of the Police Act 1990, as amended, that may lead to removal from NSW Police. However, if;

10.10.1 the initiation of or conduct of such disciplinary action by NSW Police was not reasonable; or

10.10.2 the police officer is not ultimately removed from NSW Police as a consequence of the disciplinary action, then the police officer shall continue to be eligible to claim benefits for such injury.

PART C - WELLCHECK PROGRAM

11. Wellcheck Program

11.1 The parties agree to develop and implement a WellCheck Program.

11.2 The WellCheck Program will apply to all police officers with no distinction based upon rank within identified specialist areas.

PART D - GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND

12. Grievance Mechanism

12.1 In addition to the procedures outlined in Clause 10 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 69 of the Crown Employees (Police Officer 2005) Award.

12.2 Any dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

13.2 It follows that in fulfilling their obligations under clause 12 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.

13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

14. Award Review

- 14.1 There will be an actuarial review at the completion of 3 years and each 3 years thereafter.
- 14.2 The benefits provided under this award are based on actuarial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial review referred to above or if in any 12 months period:

14.2.1 the insurance premium quoted for the next 12 months, and/or

14.2.2 the claims experience of the preceding 12 months.

are such that, in the opinion of the actuary, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or officer contributions of the scheme.

15. Leave Reserved

- 15.1 Leave is reserved to the parties generally to apply as they may be advised in respect of any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur.
- 15.2 Leave is reserved to the parties generally to apply as they may be advised in respect to the implementation of a compulsory Health and Fitness Program applying to all police officers with no distinction based upon rank.
- 15.3 Leave is reserved to the parties to apply as they may with respect to coverage where police officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.
- 15.4 Leave is reserved to the parties to apply as they may with respect to the development of a review mechanism where for the purpose of subclause 10.7 a dispute arises as to the entitlement of a police officer. Such a review mechanism will require the formulation and adoption of any procedures and mechanisms considered appropriate for dealing with, and determining any dispute which may arise, so as to allow and provide for the speedy, efficient, and most cost effective means of resolving any such dispute.

16. Area, Incidence, Duration and Parties Bound

- 16.1 This Award shall apply to all police officers as defined in clause 3, Definitions, who are employed by NSW Police.
- 16.2 This Award shall be binding upon the Association and NSW Police.
- 16.3 This Award shall take effect from 5 December 2005 and shall remain in force to 30 June 2008.

ANNEXURE A - BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABLEMENT (TPI)

The lump sum benefits shown in the table below would be payable from a superannuation fund. The TPI benefit would be payable to the police officer while the death benefit would be payable to the estate/personal representatives. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement	Lump Sum As Multiple Of Salary
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**ANNEXURE B - ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS
PAYMENT SCALE**

Age At Disablement	Lump Sum As Multiple Of Salary
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08

51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(1851)

SERIAL C4235

CROWN EMPLOYEES (POLICE OFFICERS DEATH AND DISABILITY) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Police.

(No. IRC 6040 of 2005)

Before The Honourable Justice Boland

5 December 2005

AWARD

PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS

1. Introduction, Intentions and Commitments

- 1.1 This Award shall be known as the "Crown Employees (Police Officers Death and Disability) Award 2005".
- 1.2 The intentions and commitments of this Award are to:
- 1.2.1 Provide benefits on medical discharge in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of a police officer.
- 1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury, results in a police officer suffering partial and permanent disability.
- 1.2.3 Develop and implement an agreed WellCheck Program for police officers.
- 1.3 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Index and Definitions.
- Part B - Arrangements for police officers entitled to the death and disability benefits prescribed by this Award.
- Part C - WellCheck Program.
- Part D - Disputes, Anti-discrimination, Leave Reserved and Area, Incidence and Duration.

2. Index

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by officers
6.	Other Benefits Applicable to Police Officers
7.	Police Officers - Lump Sum Payments for "On Duty" Death and Total and Permanent Disablement

8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement
 9. Rehabilitation and Retraining and Lump Sum Payments for Police Officers who suffer Partial and Permanent Disability
 10. Assessment of Entitlement to Benefits
 11. Well Check
 12. Grievance Mechanism
 13. Anti-Discrimination
 14. Award Review
 15. Leave Reserved
 16. Area, Incidence, Duration and Parties Bound
- Annexure A - Total and permanent disablement Benefits
Payment Scale
- Annexure B - Partial and Permanent Disability Benefits
Payment Scale

3. Definitions

"actuary" means an actuary appointed by NSW Police.

"Association" means the Police Association of NSW.

"estate" of a person means the property and affairs of the person.

"First State Super" ("First State Super") means the superannuation scheme established under the *First State Superannuation Act 1992* or subsequent arrangements.

"NSW Police" means NSW Police established by the *Police Act 1990*.

"normal duties" means performing the duties for which the police officer has been principally employed", including restricted duties for the purposes of subclauses 4.3, 4.4 and 4.5.

"on duty injury" in relation to a police officer means, injury to a police officer in such circumstances as would, if the police officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the police officer to compensation under the terms and provisions of that Act.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"partial and permanent disability" means the police officer's cessation of employment was substantially due, directly or indirectly, to the permanent physical or mental disability of the police officer (not caused by any act or default of the police officer intended to produce an injury leading to that disability) and that the police officer is, when the police officer ceases to be employed by NSW Police, permanently unable, by reason of that disability, to perform the duties that the police officer was required to perform before the police officer suffered the disability.

"police officer" means a member of NSW Police holding a position which is designated under the *Police Act 1990* as a position to be held by a police officer.

Police Superannuation Scheme ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"salary", means for Non-Commissioned Officers the base salary as prescribed by the Crown Employees (Police Officers 2005) Award plus 17%. For Commissioned Officers means remuneration as prescribed by the Crown Employees (Police Officers 2005) Award.

"total and permanent disablement" means

- (a) a police officer suffers the loss of:

the use of two limbs, or
the sight of both eyes, or

the use of one limb and the sight of one eye

where limb is defined as the whole hand or the whole foot; or

(b) A police officer working 15 hours each week or more

The police officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the police officer unlikely ever to engage in any gainful profession, trade, or occupation for which the police officer is reasonably qualified by reason of education, training or experience.

(c) A police officer working less than 15 hours each week

The police officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the police officer being unable to undertake any two of the activities listed below:

- (i) Bathing - to shower or bathe
- (ii) Dressing - to dress or undress
- (iii) Toileting - to use the toilet including getting on or off
- (iv) Feeding - to eat and drink
- (v) Mobility - to get in or out of his/her wheelchair
- (vi) Contenance - to control bladder and bowel function

If the police officer can perform the activity on his/her own by using special equipment the police officer is not to be considered unable to perform the activity.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *State Superannuation Act 1916*.

PART B - ARRANGEMENTS FOR POLICE OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD

4. Coverage

4.1 This Award applies to all police officers with the following exceptions:

4.1.1 members of the Police Superannuation Scheme; and

4.1.2 members of the State Superannuation Scheme; and

- 4.1.3 to the extent identified in Clause 4.2 members of the State Authorities Superannuation Scheme who have Additional Benefit Cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award.
- 4.2 Officers who are members of the State Authorities Superannuation Scheme who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this award in relation to Death and Total and Permanent Incapacity. However, such officers will still be entitled to benefits covered by this award with respect to Partial and Permanent Disability.
- 4.3 Subject only to sub-clause 4.1, 4.4 and 4.5 this award applies to all police officers employed on or after 23 June 2005. Police officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect to pre-existing injuries or diseases.

Transitional Arrangements

These arrangements also apply to officers at work on 23 June 2005 who are participating in an agreed return to work program or who return to work after that date and participate in an agreed return to work program.

- 4.4 Police officers who have suffered an on duty injury and who are making genuine efforts to comply with an agreed Return to Work program shall be covered by this award provided that they participate in such a program for a period equivalent of 3 months of their full time service, subject to the determination of the Committee referred to in subclause 4.5.
- 4.5 A committee comprising a representative of NSW Police, the Association, the NSW Police Ministry and a person agreed between those parties shall determine coverage of such officers in accordance with clauses 7 and 9 in the event of a medical discharge.

5. Contributions By Officers

- 5.1 Police officers who are eligible for coverage under this Award, subject to subclauses 5.2, 5.3 and 5.4, shall contribute 1.8 per cent of their salary to NSW Police.
- 5.2 Police officers who are contributors to SASS but who do not contribute to SASS for additional benefit cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.3 Police officers who are contributors to SASS and who contribute for additional benefit cover and who elect to relinquish that cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.4 Police officers who:
- 5.4.1 are contributors to SASS; and
 - 5.4.2 contribute to SASS for additional benefit cover; and
 - 5.4.3 elect not to relinquish that additional benefit cover,
- will contribute 0.88% of their salary to NSW Police and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent incapacity. The only benefits prescribed by this award to which the police officer shall be entitled are the benefits applicable in relation to partial and permanent incapacity.
- 5.5 The contributions prescribed by this Award in relation to police officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.

- 5.6 Notwithstanding the provisions of the Crown Employees (Police Officers - 2005) Award, a police officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the police officer's contribution pursuant to this clause, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the police officer would have received in the event that no salary sacrifice had been applicable.
- 5.7 The provisions of this sub-clause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit police officers who are contributors to SASS and who contribute for additional benefit cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. A police officer who is a contributor to SASS and who contributes for additional benefit cover shall make an election as provided for by this clause in the time frame specified by the amendments to the Act or Regulations.
- 5.8 In the event that an officer dies or is medically exited prior to having had an opportunity to make an election pursuant to this sub clause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the additional benefit cover from SASS.
- 5.9 A police officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.10 Contributions of part time officers will be based on their part time salary as defined by this Award.

6. Other Benefits Applicable to Police Officers

The benefits conferred upon police officers by this Award shall be in addition to any superannuation benefits that may be payable to police officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management Act 1998* as varied from time to time.

7. Police Officers - Lump Sum Payments for "on Duty" Death and Total and Permanent Disablement

- 7.1 Police officers who contribute under clause 4 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in a police officer's death or a police officer suffering total and permanent disablement.
- 7.2 Entitlements under Clause 7.1 in the event of a police officer's death will be paid to the deceased's estate.

8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement

- 8.1 Police officers who contribute under clause 4 shall be entitled to a lump sum payment in accordance with the scale set out in clause 8.3 in the event that an off duty injury results in their death or total and permanent disablement.
- 8.2 For the purposes of this sub-clause, a police officer's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Police or at such earlier date as may be determined by the parties in accordance with clause 10.6.
- 8.3 Entitlements under clause 8.1 in the event of a police officer's death will be paid to the deceased's estate.

Age	Lump Sum \$
Less than 61 years of age	250,000
At age 61 to less than 62 years of age	200,000
At age 62 to less than 63 years of age	150,000
At age 63 to less than 64 years of age	100,000
At age 64 to less than 65 years of age	50,000

- 8.4 The Lump Sum amounts prescribed by sub clause 8.3 shall be increased accordance with increases in salaries prescribed by the Crown Employees (Police Officers 2005) Award to take effect from 1 July each year as follows:

4% July 2006

4% July 2007

4% July 2008

4% July 2009

9. Rehabilitation, Retraining and Lump Sum Payments for Police Officers Who Suffer Partial and Permanent Disability

- 9.1 The lump sum payments prescribed by this clause are payable by NSW Police. In order to be entitled to a benefit pursuant to this Clause, a police officer must engage in the provisions outlined within this Clause.

- 9.2 There is a mutual obligation on both the employer and injured officer to identify suitable police positions for redeployment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable police position made by the employer, which may include transfer to another location. A failure to accept one of three (3) reasonable offers as per the Permanent Restricted Duties Policy of a suitable police position will jeopardize any benefits or entitlements payable under this award and may result in medical discharge.

- 9.3 A police officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with agreed policies, which are annexed to this award, leading to a return to pre-injury employment wherever possible.

9.3.1 Where a return to pre-injury employment is not possible, as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be declared as suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.

9.3.2 If placement in a police position within the NSW Police is not possible and redeployment to an administrative officer position is not agreed to by the officer, the employment of the police officer may be terminated. In such circumstances the police officer, subject to eligibility being established, shall be paid a lump sum payment in accordance with Annexure B to this Award.

- 9.4 A police officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with agreed policies, leading to a return to pre-injury employment wherever possible. No direct medical or rehabilitation costs will be met by NSW Police for off duty injuries

9.4.1 Where a return to pre-injury employment is not possible as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be declared as suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.

9.4.2 If placement in a police position is not possible and redeployment to a administrative officer position within the NSW Police is not agreed to by the officer, the employment of the police officer may be terminated and, in such circumstances, the police officer shall be paid a lump sum payment equivalent to the unexpired portion of the two years full salary or full salary to age 60 (whichever is the lesser). The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every police officer who suffers partial and permanent disability to be placed in a suitable police position within NSW Police, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the police officer concerned and the Association (unless the police officer expressly declines to agree to the Association being informed) to consider the NSW Police opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to medical discharge.

10. Insurance and Assessment of Entitlement to Benefits

- 10.1 The Association acknowledges that NSW Police will establish, with First State Super, an insurance scheme to pay the lump sum benefits prescribed by clauses 7 and 8 of this Award (the First State Super insurance scheme).
- 10.2 NSW Police shall deduct the contributions that police officers are required or elect to make pursuant to this clause from their salaries.
- 10.3 NSW Police shall contribute to First State Super such sum as required to meet the cost of the insurance premiums to fund the First State Super insurance scheme.
- 10.4 NSW Police shall meet the cost of benefits payable under this Award for Partial and Permanent Disability.
- 10.5 NSW Police will also meet the entitlement pursuant to Clause 7 and Clause 8 for death and total and permanent disablement benefits in the following circumstances:
- 10.5.1 Injuries or death in the period 23 June 2005 to 1 July 2005;
 - 10.5.2 Members covered by the transition arrangements in Clause 4;
 - 10.5.3 Where a police officer suffers an on-duty injury which is recognized for the purposes of workers compensation law and where such injury is later aggravated or exacerbated off-duty and such injury is not covered by the insurer as being an on-duty injury; and
 - 10.5.4 On duty overseas deployments to countries not covered by the insurer, pursuant to Clause 7 only.
- 10.6 Members can only receive one benefit either a "partial and permanent disability benefit" or "total and permanent disablement benefit". Receiving a "partial and permanent disability benefit" or "total and permanent disablement benefit" discharges the liability of the alternative party for the relevant benefit payable. If a Special Risk Benefit under section 216 of the *Police Act* 1990 is payable to a police officer that officer is not entitled to a benefit under this award.
- 10.7 Entitlement to the benefits to be provided by NSW Police pursuant to this Award shall be assessed by NSW Police. Any dispute as to the entitlement of a police officer to receive a benefit under the terms of this award (whether lump sum entitlement or otherwise) may be referred to the Industrial Relations Commission of New South Wales for determination.
- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance scheme shall be assessed in accordance with the terms of the First State Super Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance scheme the matter may be referred to the Industrial Relations Commission of NSW for final determination.
- 10.9 Lump Sum Benefits payable under this Award shall be calculated utilising the salary as defined in this Award. In the case of police officers who have worked a period of their service on a part time basis, the

benefits will be calculated by multiplying their full time equivalent salary by a part time ratio. This ratio shall be calculated by the dividing the full time equivalent service by the officer's actual service since 23 June 2005.

10.10 A police officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action pursuant to section 181 D or section 73 of the Police Act 1990, as amended, that may lead to removal from NSW Police. However, if;

10.10.1 the initiation of or conduct of such disciplinary action by NSW Police was not reasonable; or

10.10.2 the police officer is not ultimately removed from NSW Police as a consequence of the disciplinary action, then the police officer shall continue to be eligible to claim benefits for such injury.

PART C - WELLCHECK PROGRAM

11. Wellcheck Program

11.1 The parties agree to develop and implement a WellCheck Program.

11.2 The WellCheck Program will apply to all police officers with no distinction based upon rank within identified specialist areas.

PART D - GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND

12. Grievance Mechanism

12.1 In addition to the procedures outlined in Clause 10 of this Award, if an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Avoidance Procedures in Clause 69 of the Crown Employees (Police Officer 2005) Award.

12.2 Any dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales.

13. Anti-Discrimination

13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

13.2 It follows that in fulfilling their obligations under clause 12 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.

13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

14. Award Review

- 14.1 There will be an actuarial review at the completion of 3 years and each 3 years thereafter.
- 14.2 The benefits provided under this award are based on actuarial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial review referred to above or if in any 12 months period:

14.2.1 the insurance premium quoted for the next 12 months, and/or

14.2.2 the claims experience of the preceding 12 months.

are such that, in the opinion of the actuary, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or officer contributions of the scheme.

15. Leave Reserved

- 15.1 Leave is reserved to the parties generally to apply as they may be advised in respect of any adjustment under Commonwealth legislation governing superannuation which alters preservation rights at age 60 or in the event that any legislative change necessary for the implementation of this Award does not occur.
- 15.2 Leave is reserved to the parties generally to apply as they may be advised in respect to the implementation of a compulsory Health and Fitness Program applying to all police officers with no distinction based upon rank.
- 15.3 Leave is reserved to the parties to apply as they may with respect to coverage where police officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.
- 15.4 Leave is reserved to the parties to apply as they may with respect to the development of a review mechanism where for the purpose of subclause 10.7 a dispute arises as to the entitlement of a police officer. Such a review mechanism will require the formulation and adoption of any procedures and mechanisms considered appropriate for dealing with, and determining any dispute which may arise, so as to allow and provide for the speedy, efficient, and most cost effective means of resolving any such dispute.

16. Area, Incidence, Duration and Parties Bound

- 16.1 This Award shall apply to all police officers as defined in clause 3, Definitions, who are employed by NSW Police.
- 16.2 This Award shall be binding upon the Association and NSW Police.
- 16.3 This Award shall take effect from 5 December 2005 and shall remain in force to 30 June 2008.

ANNEXURE A - BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABLEMENT (TPI)

The lump sum benefits shown in the table below would be payable from a superannuation fund. The TPI benefit would be payable to the police officer while the death benefit would be payable to the estate/personal representatives. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement	Lump Sum As Multiple Of Salary
Less than 45 years of age	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**ANNEXURE B - ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS
PAYMENT SCALE**

Age At Disablement	Lump Sum As Multiple Of Salary
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08

51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(1622)

SERIAL C4298

HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6405 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

Arrangement

Clause No.	Subject Matter
5.	Area, Incidence and Duration
2.	Classifications
3.	Conditions of Service
1.	Definitions
4.	No Extra Claims

PART B

Table 1 - Salary Rates

1. Definitions

"Union" means the Health Services Union.

"Corporation" means the Health Administration Corporation of New South Wales.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or Hospital.

"Employee" means a person employed in the New South Wales Health Service, as defined in S.16 of the *Health Services Act 1997*.

"Psychologist in Training" means an employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the Health Administration Corporation of New South Wales, and who is eligible for conditional registration with the NSW Psychologists Registration Board. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the NSW Psychologists Registration Board as a Psychologist.

2. Classifications

"Psychologist"

(i) **Characteristics and General Features of Duties**

Graduate psychologists are trained in the independent application of existing treatment techniques and assessment procedures; psychometric testing (eg intelligence, personality, vocational); psychological counselling; and the formulation/ provision of psychological reports. The focus on the "Psychologist"

and "Senior Psychologist" stream in the classification structure is a concern with assessment and intervention/treatment for a range of behavioural and emotional disorders.

Duties for Psychologists (with three or more years post-registration experience) may include supervision of Psychologists for registration purposes.

(ii) Academic and Registration Requirements

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the Health Administration Corporation of New South Wales, and who is eligible for conditional registration as a psychologist-in-training with the NSW Psychologists Registration Board.

A psychologist-in-training shall commence at year 1 of the scale for Psychologist.

Provided that where a psychologist has already met the criteria for full registration, and is registered in accordance with the Psychologists Act 2001, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a psychologist has met the criteria for full registration and is registered in accordance with the Psychologists Act 2001, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

"Senior Psychologist"

(i) Characteristics and General Features of Duties

Employees at this classification possess a high degree of experience as a Psychologist, with breadth and depth of experience in psychological methods and the provision of psychological services. The Senior Psychologist is able to provide a psychology service with the attribute of initiative, and to exercise independent judgment.

The general duties are as detailed for Psychologist, and in addition:

- (a) clinical supervision of Psychologists;
- (b) provision of psychological assessment and interventions involving adaptive utilisation of psychological principles and methods, including evaluation where appropriate;
- (c) administrative duties, including but not limited to:
 - (1) coordination of clinical activities of a service; and
 - (2) significant involvement in service planning and policy.

(ii) Academic and Registration Requirements

An employee with a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or who has qualifications deemed equivalent by the Health Administration Corporation of New South Wales, and who is registered as a psychologist with the NSW Psychologists Registration Board.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification, and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the Health Service by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

Provided that, in the case of employees in receipt of either of the two allowances payable to a Psychologist demonstrating satisfaction of the specified conditions after completing 12 months service at the salary prescribed for the maximum of that scale, and after 12 months in receipt of such first allowance as at 29 November 2001, (being date of Decision in Matter No IRC 3376 of 1998) such employees shall be translated across to the first or second year of service salary point for Senior Psychologist (as applicable), and classified as such.

"Clinical Psychologist"

(i) Characteristics and General Features of Duties

The focus of the clinical psychologist is towards mental and other health disorders in a clinical setting. In discharging the functions of this classification, the Clinical Psychologist exercises independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/ or treatment.

A Clinical Psychologist shall be capable of undertaking all activities performed by psychologists, detailed for the classifications of "Psychologist" and "Senior Psychologist" as described above, together with activities that require specialist psychological interventions involving the adaptive utilisation of psychological knowledge and principles in the assessment and treatment of a range of health disorders.

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques which enable the employee to supervise psychologists; assess and diagnose psychological problems and disorders; and design and implement appropriate psychological procedures.

Subject to satisfactory performance, Psychologists who meet the academic requirements outlined below shall be reclassified as Clinical Psychologist.

(ii) Academic and Registration Requirements

A psychologist with a post-graduate degree at the masters level or higher in a specialist clinical area in psychology (Clinical Psychology, Clinical Neuropsychology or such other speciality in psychology that the Health Service deems relevant to the functions of the position), that is of no less than two years full time duration or its equivalent.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

"Senior Clinical Psychologist"

(i) Characteristics and General Features of Duties

A Clinical Psychologist may, after not less than the completion of 12 months service at the 5th year of service and thereafter rate, make written application to their Health Service for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training; and relevant documentary support material.

The relevant Health Service may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the clinical duties as described for Clinical Psychologist above, and in addition, two or more of the following:

- (a) Administrative duties, which may include:
 - (1) responsibility for overall service planning and policy;
 - (2) other supra-clinical duties involving responsibility for service provision; and
 - (3) responsibility for professional functioning of Psychologists and Clinical Psychologists;
- (b) Consultation, involving
 - (1) the provision of consultation with other psychologists or with other professional bodies and organisations (e.g. other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
 - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making;
- (c) Research and Evaluation, involving
 - (1) research, where the psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
 - (2) evaluation, where the psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
- (d) Clinical expertise, requiring
 - (1) higher level knowledge and experience in a specific area e.g. tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
 - (2) developing and extending applications of assessment and treatment methods;
- (e) Training, involving
 - (1) the training of psychologists or other health professionals in a range of areas, that may include specialist psychological skills;
 - (2) contributing to training for supervisors of psychological services; and
 - (3) developing and implementing training programs

"Principal Clinical Psychologist"

(i) Characteristics and General Features of Duties

Appointment to this classification shall be through competitive selection and assessment on the basis of merit to fill an advertised vacancy; personal progression of an employee is not available for appointment to this level.

It is envisaged appointments to this level would be made from Senior Clinical Psychologists that have substantial knowledge, skills and experience at that level; be able to demonstrate significant expertise in the delivery of psychological services; and is a recognised leader in their clinical field and has

contributed to the body of psychological knowledge, and/ or the development and education of psychologists within the field.

Clinical and other duties shall be as detailed above for Senior Clinical Psychologist, and in addition one or more of the following:

- (a) Administrative and Policy duties, which may include:
 - (1) providing advice to Health Services and/or liaising between different Health Services on the development and provision of psychological services;
 - (2) acting as a Senior Consultant for government or other agencies; and
 - (3) providing policy advice on human and psychological services at Ministerial level;
- (b) Psychological Research of a significant nature and demonstrating ongoing involvement, which may include:
 - (1) a significant number of research publications with the Principal Clinical Psychologist as primary author, and which have been published in respected peer reviewed journals. It would be expected that a significant proportion of these publications had been achieved since attaining specialist qualifications; and
 - (2) presentation of papers, which may include psychological research or issues of clinical development, at major professional conferences and seminars;
- (c) Teaching duties of a significant nature, which may include:
 - (1) having a university appointment that includes active involvement in the teaching of psychology at the postgraduate level, and may also include teaching of undergraduates; and
 - (2) teaching specialised clinical skills to other psychologists and/ or students;
- (d) Advisory, with the Principal Clinical Psychologist:
 - (1) operating in a senior advisory role to the Health Service and developing systems to ensure a high level of professional functioning of psychologists in that Health Service, such as organising regular continued professional development for Psychologists, maintaining and enhancing professional ethics and conduct, supporting NSW Health Department objectives via evidence based methods and evaluation; and
 - (2) teaching specialised clinical skills to other psychologists and/ or students;

3. Conditions of Service

The Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to all relevant employees.

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.

5. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health and Community Employees Psychologists (State) Award published 10 May 2002 (333 I.G. 374) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 July 2005, and shall remain in force until 30 June 2008.

PART B

Table 1 - Salary Rates

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Psychologist			
1st year of service	45,012	46,812	48,684
2nd year of service	47,446	49,344	51,318
3rd year of service	49,878	51,873	53,948
4th year of service	52,919	55,036	57,237
5th year of service	55,961	58,199	60,527
6th year of service	59,002	61,362	63,816
7th year of service	62,044	64,526	67,107
8th year of service	64,478	67,057	69,739
9th year of service & thereafter	66,909	69,585	72,368
Senior Psychologist			
1st year of service	70,560	73,382	76,317
2nd year of service	73,601	76,545	79,607
3rd year of service & thereafter	76,642	79,708	82,896
Clinical Psychologist			
1st year of service	64,478	67,057	69,739
2nd year of service	68,125	70,850	73,684
3rd year of service	71,776	74,647	77,633
4th year of service	75,425	78,442	81,580
5th year of service and thereafter	79,074	82,237	85,526
Senior Clinical Psychologist			
1st year of service	82,725	86,034	89,475
2nd year of service	85,157	88,563	92,106
3rd year of service & thereafter	87,590	91,094	94,738
Principal Clinical Psychologist			
1st year of service and thereafter	99,756	103,746	107,896
PART-TIME PSYCHOLOGIST			
(Applicable only to staff employed prior to 30 June 1993 (see DOH Circular 93/58))			
Part-time Psychologist (p/hour) (formula: 5th year rate ÷ 52.17857 ÷ 35 + 10%)	33.71	35.05	36.46
Part-time Clinical Psychologist (p/hour) (formula: 3rd year rate ÷ 52.17857 ÷ 35 + 10%)	43.23	44.96	46.76

Part-time Senior Clinical Psychologist (p hour) (formula: 2nd year rate \div 52.17857 \div 35 + 10%)	51.29	53.34	55.48
Note: Formula used = annual rate ad advised herein divided by 52.17857 (to establish weekly rate) divided by 35 hours (to arrive at hourly rate) plus 10%.			

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(106)

SERIAL C4280**PUBLIC HOSPITAL DENTAL THERAPISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6422 of 2005)

Before The Honourable Justice Boland

16 December 2005

VARIATION**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Salaries
5.	Conditions of Employment
6.	Area, Incidence and Duration

2. Definitions

"Community Dental Health Programs Officer" means a person appointed as such and who is a Dental Therapist. A Community Dental Health Programs Officer also plans, implements and co-ordinates public dental health programs to improve the oral health of the community.

"Corporation" means the Health Administration Corporation.

"Dental Clinic" means any dental clinic whether fixed or mobile or any Dental Therapy Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved certificate of proficiency in theory and technique in preventative and operative dental care of children.

"Dental Therapist Tutor" means a person appointed as such and who is a Dental Therapist. A Dental Therapist Tutor is also responsible for the development and delivery of education and training for those undergoing graduate and continuing education courses in dental therapy.

"Senior Dental Therapist" means a person who has not less than four years experience as a Dental Therapist and who is appointed to an established position of Senior Dental Therapist.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Union" means the Health Services Union.

3. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

4. Salaries

- (a) Rates of pay for the relevant classifications, as defined in Clause 2 of this Award, shall be in accordance with the rates of pay for such classifications set out in the Health Professional and Medical Salaries (State) Award.
- (b) Provided that:
 - (i) the minimum commencing salary for a Dental Therapist who has had more than twelve months' but less than three years' post-qualification experience as a Dental Therapist shall be the rate prescribed for the 2nd year of service.
 - (ii) the minimum commencing salary for a Dental Therapist who has had three years' post-qualification experience as a Dental Therapist shall be the rate prescribed for the 3rd year of service.

5. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Dental Therapists (State) Award published 8 December 2000 (320 I.G. 1133) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittees.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(556)

SERIAL C4281**PUBLIC HOSPITALS DENTAL STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6423 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Anti-Discrimination
3.	Grading and Classification of Officers
4.	Conditions of Employment
5.	Labour Flexibility
6.	Rates of Pay
7.	Area, Incidence and Duration

1. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

- (i) "Union" means the Health Services Union.
- (ii) "Corporation" means the Health Administration Corporation
- (iii) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (iv) "Officer" means a Dental Hygienist.
- (v) "Service", unless the context otherwise indicates or requires, means service before and/or after commencement of this award in any one or more hospitals in New South Wales, including the United Dental Hospital of Sydney, or in an Area Health Service or in any other hospital deemed acceptable to the Corporation.
- (vi) "Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

2. Anti-Discrimination

- (i) It the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

NOTES -

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

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

3. Grading and Classification of Officers

- (i) A committee consisting of up to three representatives of the Corporation and up to three representatives of the Union shall be constituted to consider and recommend to the Corporation (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomalies and (b) the date of effect of the grading recommended. Provided that:
 - (a) an employee shall, while the grading of his position is under consideration to the committee be ineligible to be a member of the committee;
 - (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (c) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or if the Corporation applies statements of duties of other positions.
- (iii) Except as otherwise provided, the matters to be referred to the committee shall be -
 - (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the hospital certifies that in his opinion there has been a substantial alteration of duties and responsibilities since the last grading of the position and states the nature of such

- alteration, or that the grading of the position is markedly out of keeping with that of other positions in the hospital;
- (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desired such cases to be considered by the committee; and
 - (d) such other cases as the Corporation may approve.
- (iv) Nothing in this clause shall affect the right of the Union to apply to the Industrial Committee for the settlement of any dispute arising from the grading of any employee under this award.

4. Condition of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

5. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

6. Rates of Pay

Dental Hygienist rates of pay shall be in accordance with the rates of pay for this classification set out in the Health Professional and Medical Salaries (State) Award.

7. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Dental Staff (State) Award published 8 December 2000 (320 I.G. 1130) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(595)

SERIAL C4275

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Service Union, industrial organisation of employees.

(No. IRC 6416 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Conditions of Employment
5.	Rates of Pay
6.	Area, Incidence and Duration

2. Definitions

- (i) "Union" means the Health Services Union
- (ii) "Corporation" means the Health Administration Corporation of New South Wales.
- (iii) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (iv) "Area Health Service" means an Area Health Service constituted pursuant to section 17 of the *Health Services Act 1997*.
- (v) "Employee" means a person employed in any Hospital or Area Health Service in the classification of Junior Dental Assistant or Dental Assistant, Grade 1 or 2.
 - (a) Dental Assistant Grade 1 - means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Health Administration Corporation to be equivalent.
 - (b) Dental Assistant Grade 2 - means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Health Administration Corporation to be equivalent.
- (vi) "Service", unless the context otherwise indicates or requires, means service before and/or after commencement of this award in any one or more hospitals in New South Wales, including the United Dental Hospital of Sydney, or in an Area Health Service or in any other hospital acceptable to the Corporation.

3. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

4. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

5. Rates of Pay

- (a) Rates of pay shall be in accordance with the rates of pay for Junior Dental Assistants, Dental Assistants-Grades 1 and 2 as set out in the Health Professional and Medical Salaries (State) Award.
- (b) Any employee who has successfully completed one of the following courses:
 - Certificate of Proficiency of the Dental Assistants Association of Australia;
 - Certificate of the Dental Assistant Education Council of Australia;

T.A.F.E. Dental Assistant courses conducted in Queensland, South Australia, and the Australian Capital Territory;

Courses conducted by Westmead Hospital, Perth Dental Hospital and Royal Melbourne Dental Hospital for Dental Assistants;

shall be eligible to progress to the next step on the salary scale from the first pay period in the month following successful completion.

- (c) Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

6. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award published 8 December 2000 (320 IG 1136) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(318)

SERIAL C4274

**PUBLIC HOSPITAL (CAREER MEDICAL OFFICERS) (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6415 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
11.	Annual Leave
23.	Anti-Discrimination
25.	Area, Incidence and Duration
1.	Arrangement
16.	Continuing Medical Education
2.	Definitions
6.	Hours of Work
5.	In-Charge Allowance
22.	Labour Flexibility
19.	Long Service Leave
20.	Maternity, Adoption and Parental Leave
10.	On-Call and Call-Back
9.	Overtime
7.	Penalty Rates
14.	Personal/Carer's Leave, Family and Community Services Leave
12.	Public Holidays
24.	Redundancy - Managing Displaced Employees
3.	Salaries
4.	Salary increases and work value
17.	Settlement of Disputes
13.	Sick Leave
8.	Time Worked
21.	Trade Union Leave
18.	Travelling Allowances
15.	Uniform and Laundry Allowance

PART B

Table 1 - Allowances

2. Definitions

"Area Health Service" means an Area Health Service constituted pursuant to section 17 of the *Health Services Act 1997*.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Corporation" means the Health Administration Corporation.

"Association" means the Australian Salaried Medical Officers' Federation (New South Wales) or the Health Services Union.

"Medical Officer" means a person licensed or registered by the Medical Board of New South Wales pursuant to the *Medical Practice Act 1992* employed in a position covered by this Award.

"Career Medical Officer" means a Medical Officer who is employed and/or appointed to a position, not being that of a medical officer in training, in a hospital, who may be required to undertake such duties and at such places as directed within such hospital.

"Authority" means the Public Employment Office established under Chapter 6 of the *Public Employment and Management Act 2002*.

"Officer" means a Career Medical Officer employed on a full-time or permanent part-time basis at a hospital, area health service or health facility.

3. Salaries

Part A

Salaries for Career Medical Officers shall be as set out in the Health Professional and Medical Salaries (State) Award.

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment. Provided that nothing in this clause precludes the Employer, at the Employer's sole discretion, from:

- (i) initially appointing a Career Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Career Medical Officer through the steps within the relevant grade irrespective of length of service.

A Career Medical Officer employed as at 26 May 2005 shall be translated to either Grade 1 or Grade 2 in accordance with the criteria immediately above. The step within the grade will reflect his/her years of experience as a Career Medical Officer since appointment or since achieving five years postgraduate experience, as appropriate.

Provided that Career Medical Officers who at 20 April 2005 were Grade 2 or Grade 3 Career Medical Officers and who, subsequent to obtaining full registration, possessed seven years full-time experience (or seven years part-time experience with equivalent outside experience acceptable to the employer) in the New South Wales public health system will be translated to the Transitional Grade, provided that the rate payable on the

Transitional Grade shall not be less than the rate payable under the translation provisions immediately above . The step within the Transitional Grade will be determined as follows:

Transitional Grade 1: Career Medical Officers currently on Grade 2 or Grade 3, Year 1

Transitional Grade 2: Career Medical Officers currently on Grade 3, Year 2

Transitional Grade 3: Career Medical Officers currently on Grade 3, Year 3

Progression within the Transitional Grade shall be in accordance with the provisions of this Award.

A Career Medical Officer appointed to the Transitional Grade shall be entitled to apply to be appointed to the Senior Career Medical Officer grade in accordance with the provisions of this Award. Provided that a Career Medical Officer who has been employed on the top step of the Transitional Grade for at least twelve months and who is appointed as a Senior Career Medical Officer shall be entitled to progress to the second step of the Senior Career Medical Officer grade after six months.

These translation arrangements will not change the anniversary date. Provided that a Career Medical Officer shall be paid less than the salary rate paid as at 26 May 2005 (as amended by the salary increase effective 1 July 2004).

A grading committee consisting of two nominees of the Health Administration Corporation and two representatives of the Association(s) shall be constituted to consider and make recommendations to the employer in relation to appointment to the Senior Career Medical Officer grade. The committee shall meet to consider an application for progression to this grade by a Career Medical Officer within twenty-eight days of an application being submitted to the employer.

The grading committee shall not recommend appointment to the Senior Career Medical Officer grade unless the individual:

- (i) has at least seven years post graduate experience; and
- (ii) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and
- (iii) is to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the employer.

If a grading committee does not recommend progression by a Career Medical Officer to Senior Career Medical Officer then the committee must provide written reasons to why progression was not recommended, which should provide guidance in respect of any future applications. Such written reasons must be provided to the Career Medical Officer within twenty-one days of the date of the meeting held to consider the application for regrading.

A Career Medical Officer shall not make more than one application for progression to Senior Career Medical Officer in any 12 month period.

A Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of his or her commencement on that grade.

Individual Career Medical Officers employed as at 26 May 2005 in receipt of a salary higher than that of Senior Registrar as set out in the Health Professional and Medical Salaries (State) Award may reach written agreement with their employer that overtime payment will be calculated on the salary ascribed to Senior Registrar, as varied from time to time. Any such agreement will require further written agreement on an annual basis.

Part B

- (a) For the purpose of calculation of payments to 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.

- (b) Officers shall be eligible to progress to the next higher step in the scale on the anniversary of the date on which they were appointed.

Part C - Permanent Part-Time Career Medical Officers -

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
- (ii) Employees engaged under Part C of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Part A, with a minimum payment of two hours for each start and one thirty-eighth of the appropriate allowances prescribed by Clause 15, Uniform and Laundry Allowances, if applicable but shall not be entitled to an additional day off or part thereof as prescribed by Clause 6, Hours of Work.
- (iii) Employees engaged under Part C of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) Employees engaged under Part C of this clause are entitled to contribute to the appropriate superannuation scheme subject to the requirements of relevant legislation.
- (v) A permanent part-time employee will progress to the next incremental step every 12 months from the date of commencement of employment, provided the work performed by the employee outside the scope of the part-time agreement is commensurate with the experience of a full-time employee and is acceptable to the Employer. This subclause does not preclude accelerated progression.

4. Salary Increases and Work Value

The Corporation and the Associations agree that during the term of this Award the rates payable to Career Medical Officers will be increased by the same percentage increases (including retrospective adjustments) as may apply from time to time to the classification of Medical Officer under the Health Professional and Medical Salaries (State) Award.

The Corporation and the Associations acknowledge that all work value increases for the period up to 1 July 2004 are recognised by this Award, and shall not form the basis of any future claims.

5. In-Charge Allowance

An allowance as set out in Item 1 of Table 1 - Allowances shall be paid to officers for each twelve hours of duty or part thereof of continuous in-charge duty for responsibility for after hours medical services. This allowance shall be varied in accordance with increases in salary rates under this Award.

6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of twelve days and shall be granted in multiples of one day for periods ranging from one day to two weeks. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by Clause 3, Salaries.

- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than eight hours in length on a weekday or less than four hours in length on a Saturday, Sunday or public holiday.
- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number -

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vii) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also where practicable, in relation to additional (overtime) rostered hours of work, provided that a hospital may change the rosters without notice to meet any emergent situation. This subclause shall not apply in respect of the granting by hospitals of additional roster leave pursuant to this clause.
- (viii) In the interests of patient care and the health and welfare of medical staff, officers shall have a break from duty for the purpose of taking a meal. There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (ix) If officers are required to work during their meal breaks they shall be paid for the time worked. Unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.
- (x) Medical administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal breaks and to ensure that payment is made.

7. Penalty Rates

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate:

- (i) Hours worked between 6.00 pm and midnight, Monday to Friday - 12.5%.
- (ii) Midnight and 8.00 am, midnight Sunday to midnight Friday - 25%.
- (iii) Midnight Friday and midnight Saturday - 50%.
- (iv) Midnight Saturday and midnight Sunday - 75%.

8. Time Worked

Time worked means the time during which an officer is required by a hospital to be in attendance at a hospital for the purpose of carrying out such functions as the hospital may call on him/her to perform, and it shall include times when the officer, in waiting to carry out some active functions, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include uninterrupted breaks allowed and actually taken for meals.

Provided further that where an officer attends of his/her own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the hospital shall not be liable to make any payment for such attendance.

9. Overtime

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, shall be paid at the rate of time and one half for the first two hours, and double time for the remaining hours worked, provided that all overtime performed on a Sunday shall be at double time.
- (ii) All time worked by employees employed pursuant to Part C, Permanent Part-Time Career Medical Officers, of clause 3, Salaries, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift shall be paid at the appropriate overtime rate prescribed herein. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on the shift concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (iii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime the meal allowance set out in Department of Health Information Bulletin 2004/6, as amended from time to time:
 - (a) for breakfast when commencing such overtime work at or before 6.00 am;
 - (b) for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm;
 - (c) for luncheon when such overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays;or shall be provided with adequate meals in lieu of such payments.
- (iv) Provided however that an officer employed in a community health facility shall be granted time in lieu of overtime payments. Such time in lieu shall be taken within three months of accrual and at ordinary time. If such accrued time in lieu is unable to be taken within the three month period, it is to be paid out at the end of the three month period in accordance with subclause (i) above at the current rates of pay then applying.

10. On-Call and Call-Back

- (i) An "on-call period" is a period during which an officer is required by the employer to be on-call. No employee shall be required to remain on call while on leave.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 2 of Table 1 - Allowances and for each on-call period coinciding with a rostered day off an allowance as set in the said Item 2 with a maximum payment as set out in the said Item 2 per week. These allowances shall be varied in accordance with increases in salary rates under this Award.
- (iv) An officer who is called back for duty shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates. If an officer is called back on more than one occasion during the call back period for which he or she is paid, the officer will not be entitled to further payment until the expiration of the four hour payment period.
- (v) The amounts specified in subclause (iii) shall be taken to include expenses incurred in taking telephone calls at one's own residence and other expenses incurred being available for emergency duty.

11. Annual Leave

- (i) All officers shall be allowed four calendar weeks leave of absence on full pay in respect of each twelve months service as defined in this Award plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
 - (a) if 35 or more such periods on such days have been worked - one week;
 - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
 - (c) work performed by reason of call-backs pursuant to clause 9, Overtime, shall be disregarded when assessing an officer's entitlement under this subclause.
 - (d) The calculations referred to in paragraphs (a) and (b) of this sub-clause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
- (iii) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (iv) If the officer and the employer so agree, the annual leave or any such separate periods may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (v) Except as provided by this clause, payment shall not be made to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vi) The officer shall be given at least two months notice of the date from which his/her annual leave is to be taken.
- (vii) Each officer shall be paid before entering upon annual leave his/her ordinary rate of salary for the period of leave.
- (viii) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service, together with such additional annual leave entitlements due under sub clause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this Award.
- (ix) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to sub clause (iv), of this clause; and
 - (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part thereof was taken; and
 - (b) the sum paid to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under sub clause (viii) of this clause, the employer shall not be liable to make any payment to the officer under the said sub clause (viii); and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

- (x) Any annual leave which had accrued to an officer employed immediately prior to the operative date of this Award under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an officer under the provisions of this clause.

(NOTATION: The conditions under which the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Corporation).

12. Public Holidays

- (i) Public Holidays shall be allowed to officers on full pay.
- (ii) Where an officer is required to and does work on any of the public holidays, as set out in this clause, the officer shall have one day added to the period of his/her annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the officer. The provisions of this sub clause shall also apply to officers where a public holiday falls on a rostered day off.
- (iii) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital in which the officer is employed is situated.
- (iv) All hours worked on public holidays shall be paid at the rate of time and one half.

13. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
- (a) The employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner, approved by the hospital, or may require other satisfactory evidence thereof. This requirement shall be dispensed with where the absence does not exceed two consecutive days.
- (b) An officer shall not be entitled to sick leave until the expiration of three months' continuous service.
- (c) Each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (d) An officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to workers' compensation; provided, however, an employer shall pay to an officer who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay, if the employee elects such payment. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (e) An officer not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of Clause 19, Long Service Leave.

- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable under clause 15, Uniform and Laundry Allowance.
- (iv) Sick leave as defined shall accrue and be transferable between hospitals, at the rate of 76 rostered ordinary hours of work per year of continuous service, minus leave taken.
- (v) Any sick leave which had accrued to an officer employed immediately prior to the operative date of this Award, under the provisions then in force and who continues in employment under this Award shall remain to his/her credit and such leave may be allowed as provided in this clause in addition to any other leave which has accrued to an officer under the provisions of this clause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual or long service leave shall be re-credited where an illness of at least a week's duration occurs during the period of annual or long service leave, provided that the period of leave does not occur prior to retirement, resignation or termination of service.

14. Personal/Carer's Leave, Family and Community Services Leave

Employees shall be granted Personal/Carer's Leave, Family and Community Services Leave in accordance with Health Department Policy Directive 2005-431, as amended from time to time.

15. Uniform and Laundry Allowances

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the hospital.
- (ii) Where a hospital requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
 - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 3 of Table 1 - Allowances;
 - (b) in other cases, an amount as also set in Item 3 of Table 1.

16. Continuing Medical Education

- (i) After 12 months employment, a Career Medical Officer shall be entitled to 7 days of paid leave per annum for the purposes of Continuing Medical Education and professional development. This entitlement can accrue to a maximum of 21 days. The value of such leave is not payable on termination.
- (ii) The approval of the employer is required for such leave, which must not interfere with the maintenance of essential services and patient care. Approval shall not be unreasonably withheld.
- (iii) The Continuing Medical Education or professional development activities undertaken during such paid leave must be relevant to the position occupied by the officer.
- (iv) Expenses associated with such leave are to be reimbursed by the employer, provided that no expenses or allowances shall be payable in respect of travel or accommodation outside Australia, except in respect of courses run under the auspices of a recognised Australasian Specialist College in New Zealand. The provisions of the NSW Health Official Travel Circular shall apply to any travel under this clause.
- (v) Expenses shall be reimbursed where the approved Continuing Medical Education or professional development activity falls on days that would not otherwise be working days.

17. Settlement of Disputes

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the chief executive officer of the hospital

or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Association.

- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Health Administration Corporation and the Head Office of the Association(s). The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) While these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied. Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue while these procedures are being followed. For this purpose "status quo" means the work procedures and practice in place:
 - (a) immediately before the issue arose; or,
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (iv) The Association(s) reserve(s) the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members with equal representatives of the Corporation and the Association(s). Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer and the Association(s) respectively with such recommendation as it may think right and in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the industrial committee.
- (vi) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

18. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance equivalent to the transport allowance rate payable to members of the New South Wales Public Service as determined by the Authority from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the chief executive officer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the abovementioned allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the chief executive officer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 805 kilometres of official running, he/she shall be paid at the official business rate prescribed by the Regulation of the Authority at the rate in force from time to time throughout the year.
- (iii) For the purpose of sub-clause (ii) travel on official business:
 - (a) occurs when an officer is required by the chief executive officer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
 - (b) does not include "call backs";

- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

NOTATION:-

- (i) For conditions relating to secondments see relevant Departmental circulars.
(ii) Travelling compensation applies to staff required to work at centres other than their headquarters.

19. Long Service Leave

- (i)
(a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:
- (a) service shall mean continuous service 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 subject to the following:
- (1) where an officer after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed.
- (2) where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed.
- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in

which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;

- (2) any period of part-time service, except permanent part-time service.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination 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 and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.
- Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer

shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

20. 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 1987*.

(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 1987*.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows: -

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Return for Less than Full Time Hours

As per maternity leave conditions.

(ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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, 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.

21. Trade Union Leave

- (i) Eligibility

Applies to members of the Association(s) accredited by the Association(s) as delegates.

(ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; and
- (b) meetings of the union's executive/committee of management;
- (c) authorised union delegate meetings;
- (d) annual conference of the Labor Council of NSW;
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) Limits

There is no limit on the special leave that could be applied for or granted.

(iii) Responsibilities of the Union Delegate

Responsibilities of the union delegate are:

- (a) to establish accreditation as a delegate with the union;
- (b) to provide sufficient notice of absence to the employer; and,
- (c) to lodge a formal application for special leave.

(v) Responsibilities of the relevant Association

Responsibilities of the relevant Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and,
- (c) to provide the employer with confirmation of attendance of the accredited delegate.

(vi) Responsibilities of the Employer

Responsibilities of the employer are:

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and,
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

(viii) Travel Time

Where a delegate has to travel to Sydney, inter or intra state, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.

No compensation, such as time off in lieu, is to be provided if travel can be and is taken on an accredited delegate's non-working day or before or after their normal hours of work.

(ix) Payment of Allowances

No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this Clause - see also subclause (v) above.

22. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances. In no circumstances shall an employee's salary be reduced by the application of this clause.

23. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES -

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

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

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

24. Redundancy - Managing Displaced Employees

Employees shall be entitled to the provisions of Health Department Policy Directive PD2005_517 'Displaced Employees - Managing', as amended from time to time.

25. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Career Medical Officers (State) Award published 12 August 2005 (353 IG 1) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

Table 1 - Allowances

Item No.	Clause No.	Description	Rate From 1.7.2005 \$	Rate From 1.7.2006 \$	Rate From 1.7.2007 \$
1	5	In Charge Allowance	23.90	24.90	25.90
2	10(iii)	On-call Allowance per on-call period which coincides with a day rostered on duty	26.00	27.00	28.10
		On-call allowance per on-call period which coincides with a rostered day off per week	52.00 182.00	54.10 189.30	56.30 196.90
4	15(ii)(a)	Uniform and Laundry Allowance - Full uniform including special shoes if required (p/week)	2.30	2.30	2.30
		Other cases (p/week)	1.70	1.70	1.70

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(1289)

SERIAL C4299

HEALTH MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6406 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

PART A

Arrangement

Clause No.	Subject Matter
7.	Anti-Discrimination
9.	Area, Incidence and Duration
3.	Classification Levels
4.	Conditions of Service
1.	Definitions
6.	Dispute Resolution
8.	Leave Reserved
5.	No Extra Claims
2.	Salary Bands

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Classification Levels

PART A

1. Definitions

For the purpose of this award -

"Board" means and includes the board of directors and any other person or body having, for the time being, the control of a public hospital or Health Service.

"Corporation" means the Health Administration Corporation of New South Wales.

"Employee" means a person performing duties as set out in the five level classification structure in Table 2-Classification Levels, of Part B, Monetary Rates.

"Employer" means the Health Administration Corporation of New South Wales, Health Service or hospital.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act, 1997*.

"Service" means service as an employee in one or more public hospitals both before or after the commencement of this award.

"Union" means the Health Services Union.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or vice versa to obtain an annual rate from a weekly rate.

2. Salary Bands

- (i) Employees shall be paid not less than the minimum salaries shown in Table 1-Salaries, of Part B, Monetary Rates.
- (ii) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (iii) If a global salary movement to classifications covered by this award causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3. Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 2 - Classification Levels, of Part B, Monetary Rates, and paid within the appropriate salary band as set out in Table 1 - Salaries, of the said Part B.

4. Conditions of Service

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment (State) Award, shall also apply to relevant employees.

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.

6. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees Conditions of Employment (State) Award, as varied, shall apply.

7. Anti-Discrimination

- (i) It is intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act, 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

NOTES -

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

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

8. Leave Reserved

The parties agree that discussions can continue on a review of the current award, which can include but not be limited to, the efficacy of the current interaction/overlap of salary bands, and ways of managing the movement of employees within such salary bands.

9. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Managers (State) Award published 6 November 1998 (307 IG 73) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2005 4% \$	Rate from 1.7.2006 4% \$	Rate from 1.7.2007 4% \$
Level 1 From To	49,333 66,360	51,306 69,014	53,358 71,775
Level 2 From To	64,850 76,917	67,444 79,994	70,142 83,194
Level 3 From To	75,409 85,966	78,425 89,405	81,562 92,981
Level 4 From To	84,457 101,048	87,835 105,090	91,348 109,294
Level 5 From To	99,539 111,607	103,521 116,071	107,662 120,714
Level 6 From To	109,242 119,517	113,612 124,298	118,156 129,270

Table 2 - Classification Levels

Level	Title	Description Of Work	Skills And Attributes
One	Health Manager	<p>Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or</p> <p>Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or</p> <p>Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Area Health Services.</p> <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining</p>	<p>Management:</p> <p>Understanding and commitment to the Health Systems priorities;</p> <p>Capacity to direct all operational facets based on strategic and business plans; Ability to ensure budget targets are met.</p> <p>Capacity to undertake performance appraisal of staff and ability to develop performance measures.</p> <p>Effective communication and interpersonal skills.</p> <p>Support:</p> <p>Assist with the development and implementation of policies, procedures, standards and practices.</p> <p>Able to meet pre-determined targets and deadlines.</p> <p>Ability to be flexible and adapt work practices to suit circumstances.</p>

		<p>effective relationships with Area Health Service to ensure Health System's priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Area Health Service.</p>	
		<p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Area Health Service or oversee the management of aspects of services and the staff.</p>	
Two	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <p>Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or</p> <p>Responsible for providing support services for the management of large hospitals which include multiple services and sites; or</p> <p>Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Area Health Services.</p> <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met. Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <p>High level of leadership; communication and Interpersonal skills.</p> <p>Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers.</p> <p>Proven negotiation and delegation skills.</p> <p>Ability to motivate and co-ordinate staff.</p> <p>Support:</p> <p>Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers.</p> <p>Capacity to design strategic and business objectives.</p> <p>Ability to develop performance measures.</p>
Three	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p>

		<p>Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or</p> <p>Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or</p>	<p>Management:</p> <p>Excellent leadership, communication and Interpersonal skills.</p> <p>Highly developed and effective management skills.</p>
		<p>Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Area Health Services.</p> <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive.</p> <p>Staff are responsible for contributing to the development and implementation of business plans.</p> <p>Staff at this level are required to make judgements and may in some cases, be delegated responsibility to approve changes in standard practice and procedures.</p>	<p>Ability to develop, monitor and reach predicted outcomes to strategic and business plans.</p> <p>Highly developed and effective negotiation and delegation skills.</p> <p>Proven capacity to manage multi-disciplinary groups.</p> <p>Support:</p> <p>Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures.</p> <p>Highly developed negotiation and delegations skills.</p>
Four	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <p>Responsible for managing hospitals which provide a wide range of Specialist</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <p>System-wide view of health care provision and management to improve health outcomes for customers.</p>

	<p>services for customers which include multiple sites and services; or</p> <p>Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Area Health Services.</p>	<p>Excellent strategic planning and policy development skills.</p> <p>Proven management expertise at a senior level.</p> <p>Competent to make complex judgements and take initiatives through delegated responsibilities.</p>
	<p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	

HEALTH MANAGER LEVEL 5

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Freedom to operate within delegated authority, performance agreement, and AHS policy

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount; or

Management of complex area service or unit, requiring specialist advice and input

Adherence to the Accounts and Audit and Determination for Area Health Services and all Statutory Requirements

(b) Judgement & Problem-Solving

Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

Use of evidence-based decision-making to back up decisions

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

Has a sound understanding of political and cross-Area Health Service issues and how they impact on the organisation

Actively develop strategic partnerships

(c) Leadership & Management Skills

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on an area-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide specialist advice

Lead persuade, motivate and negotiate at senior levels

Ability to deal with people at all levels

Communicate and liaise effectively at all levels within the organisation

Spokesperson for area of responsibility (media, public)

Effective community liaison and communication

Effectively self-manages

Innovative & lateral thinker

Flexible & responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)

Significant impact on service/hospital achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for area-wide service delivery

HEALTH MANAGER LEVEL 6

Grading Characteristics, Skills and Attributes

(a) Authority & Accountability

Able to make decisions assessing the 'measured risk'

Scope to use resources to reallocate resources to meet changing business needs prioritisation

Exercise judgement - in broad context

Accountable for policy and delivery of programs

Authorised to commit AHS to course of action

Develop long-term strategies

Report directly to CEO or Deputy CEO, or Director Health Service Operations

Budget management and responsibility for a very significant and complex budget, or

Responsibility for a complex inter/intra area health service unit

Adherence to the Accounts and Audit Determination for Area Health Services and all

Statutory Requirements

(b) Judgement & Problem-Solving

Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)

Manage the resolution of unusual and complex systemic problems

Define business and strategic plans based upon current and future directions

Develop ideas and define action plans and courses of action

Resolve problems in a challenging and dynamic environment

Use of evidence-based decision-making to back up decisions

Demonstrated ability to anticipate and solve problems using innovative and creative solutions

High level of technical expertise

Highly regarded as an authority and provider of sound advice

High level independent decision-making

Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation

Actively develops strategic partnerships

(c) Leadership & Management

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable

Actively monitors progress towards achievement of the strategic vision

Achieve objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage complex organisational change on an inter/intra area-wide basis

Build appropriate organisation values and culture

Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies

Ability to sell and successfully implement difficult decisions

Applies intellectual rigour to all aspects of their work

(d) Personal & Interpersonal Skills

Provide expert advice

Lead, persuade, motivate, negotiate at senior levels

Ability to deal with people at all levels

Spokesperson for area of responsibility (media, public)

Effective communication and community liaison

Effectively self-manages

Innovative and lateral thinker

Flexible and responsive

Supports a reflective learning/quality culture that enables both individuals and the organisation to develop

Articulates and promotes the organisation's vision and goals

Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes & Performance

Formal performance agreement with the CEO (KRAs)

Achievement of overall organisation targets; budget/service delivery/quality programs

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsibility for Area-wide and intra Area service delivery

R. P. BOLAND J.

(862)

SERIAL C4352

BLUE CIRCLE SOUTHERN CEMENT LTD (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Blue Circle Southern Cement Limited.

(No. IRC 6610 of 2005)

Before Commissioner Ritchie

19 January 2006

AWARD**PART 1 - GENERAL****1. Contents**

1.1 Table of Contents

Clause No.	Subject Matter
1.	Contents
1.1	Table of Contents
PART 1 - GENERAL	
2.	Dictionary
2.1	Definitions
3.	Operation of Award
3.1	Area, Incidence and Duration
3.2	Preamble
PART 2 - CONTRACT OF EMPLOYMENT	
4.	Full Time Employment
4.1	Full Time Employees
4.2	Probation
4.3	Resignation
4.4	BCSC Termination Option
4.5	Payment on Termination
5.	Part Time Employment
5.1	Part Time Employees
5.2	Probation
5.3	Resignation
5.4	BCSC Termination Option
5.5	Ratio
6.	Casual Employment

- 6.1 Casual Employees
- 6.2 Ratio
- 6.3 Intended Use
- 7. Change In Employment Contract
 - 7.1 Acknowledgement
- 8. Apprentices and Trainees
 - 8.1 General
 - 8.2 Conditions of Employment
 - 8.3 Trainee Apprentices
 - 8.4 Indentured Apprenticeship
 - 8.5 Adult Apprenticeship
- 9. Training
 - 9.1 Commitment
 - 9.2 Training Programme
 - 9.3 Genuine Reason Not To Be Trained
 - 9.4 Training Without Loss of Pay
 - 9.5 Costs
 - 9.6 Travel
 - 9.7 Use of Own car
- 10. Working As Directed
 - 10.1 Using Skills As Directed
 - 10.2 Change To Shift Work Etc
 - 10.3 Change to System of Work
- 11. Redundancy
 - 11.1 Application of Disputes Procedure
 - 11.2 Application of Clause
 - 11.3 Security of Employment Agreement
 - 11.4 Notice
 - 11.5 Redundancy Pay
 - 11.6 Seeking Alternative Employment
 - 11.7 Sick Leave
 - 11.8 Counselling
 - 11.9 Medical
 - 11.10 Certificate of Service
 - 11.11 Leaving Early
 - 11.12 Suitable Alternative Employment
 - 11.12 Itemised Account

PART 3 - PAY RATES AND RELATED MATTERS

- 12. Classifications Etc
 - 12.1 Levels
 - 12.2 Rates of Pay
 - 12.3 Savings
- 13. Additions to Wages
 - 13.1 All Purpose Allowances
 - 13.2 Allowances (Not All Purpose)
- 14. Penalties Not Cumulative
 - 14.1 Shift Allowances Etc
- 15. Payment of Wages
 - 15.1 Electronic Funds Transfer
 - 15.2 Late Pay
- 16. Timekeeping
 - 16.1 Decimal Proportion
 - 16.2 Latecomers
- 17. Overtime
 - 17.1 Payment for Other Than Continuous Shift Workers
 - 17.2 Payment for Continuous Shift Workers

- 17.3 10 Hour Rest Period
- 17.4 Call Out
- 17.5 10 Hour Rest Period for Day Workers Called Out
- 17.6 10 Hour Rest Period for Shift Workers Called Out
- 17.7 Notice of Overtime at Commencement of Next Shift
- 17.8 Overtime Meal Breaks
- 17.9 Meal Money
- 17.10 Requirement to Work Reasonable Overtime
- 17.11 Time Off in Lieu of Payment for Overtime
- 17.12 Make-up Pay
- 18. Saturday, Sunday and Holiday Rates
 - 18.1 Shift Workers on Saturday
 - 18.2 Sundays
 - 18.3 Holidays
 - 18.4 Minimum Engagement
- 19. Short Term Transfer
 - 19.1 Short Term Transfer to Shift Work
 - 19.2 Short Term Transfer to Day Work

PART 4 – DAY WORKERS

- 20. Hours of Work
 - 20.1 Average Week
 - 20.2 Spread of Hours
 - 20.3 12 Hour Days
 - 20.4 Change of Roster To Shift Work
 - 20.5 Rostered Days Off
- 21. Meal Breaks
 - 21.1 Work Before Break
 - 21.2 Continuity of Operations Etc
 - 21.3 Working Through a Meal Break
- 22. Rest Breaks
 - 22.1 Daily Break
 - 22.2 Continuous Operation Etc

PART 5 - SHIFT WORKERS

- 23. Hours of Work
 - 23.1 Ordinary Hours
 - 23.2 Commencing and Finishing Times of Shifts
- 24. Shift Work - General
 - 24.1 Shift Allowances
 - 24.2 Change of Roster to Day Work
 - 24.3 Change of Roster To Other Shift
- 25. Meal Breaks
 - 25.1 Work Before Break
 - 25.2 Continuity of Operations Etc
- 26. Rest Breaks
 - 26.1 Daily Break
 - 26.2 Continuous Operation Etc
 - 26.3 Combining With Meal Break

PART 6 - LEAVE AND HOLIDAYS

- 27. Holidays
 - 27.1 Entitlement

- 27.2 Substitute Days
- 27.3 Absence
- 27.4 Rostered Days Off
- 28. Annual Leave
 - 28.1 Entitlement
 - 28.2 Single Days
 - 28.3 Continuous Shift Workers
- 29. Annual Leave Loading
 - 29.1 Payment of Loading
 - 29.2 Calculation of Loading
 - 29.3 Shift Workers
 - 29.4 Payment on Termination
- 30. Parental Leave and Personal Carers Leave
 - 30.1 Parental Leave
 - 30.2 Personal Carers Leave
 - 30.3 Unpaid Leave for Family Purpose
- 31. Bereavement Leave
 - 31.1 Entitlement
 - 31.2 Notification
 - 31.3 Responsibility For Care
 - 31.4 Bereavement Leave Not When Other Leave Granted
 - 31.5 Bereavement Leave In Conjunction With Other Leave
- 32. Jury Service
 - 32.1 Entitlement
 - 32.2 Notification
- 33. Sick Leave
 - 33.1 Entitlement
 - 33.2 Accumulation
 - 33.3 First Three Months of Employment
 - 33.4 Continuous Service
 - 33.5 Election
 - 33.6 Maldon Sick Leave
- 34. Long Service Leave
 - 34.1 Entitlement

PART 7 - SUPERANNUATION

- 35. Superannuation Benefits
 - 35.1 Obligation
- 36. "Wages Sacrifice" In Return For Increased Employer Funded Superannuation
 - 36.1 Preamble
 - 36.2 Wages Sacrifice Election
 - 36.3 BCSC to Fund Increased Superannuation
 - 36.4 Change to Sacrifice Amount
 - 36.5 Cessation & Suspension of Wages Sacrifice Election
 - 36.6 Age Based Contribution Limit

PART 8 - SAFETY ETC

- 37. Protective Clothing
 - 37.1 Entitlement
- 38. Protective Equipment
 - 38.1 Entitlement
- 39. Accident Pay
 - 39.1 Entitlement

PART 9 - WORKPLACE RELATIONS

- 40. Anti Discrimination
 - 40.1 Obligation
- 41. Disputes Settling Procedure
 - 41.1 Steps
- 42. Consultation
 - 42.1 Consultative Committee
 - 42.2 Decision Making Not Effected
 - 42.3 Southern Highlands Steering Committee
- 43. Delegates
 - 43.1 Recognition
 - 43.2 Time
- 44. Leave Reserved
 - 44.1 Reserved Matters
- 45. Preservation
 - 45.1 Commitment
- 46. No Extra Claims
 - 46.1 Commitment

PART 10 - MONETARY RATES

Table 1 - Rates of Pay

Weekly Rates of Pay
Apprentice Rates of Pay

Table 2 - Other Rates and Allowances

Schedule A - BCSC Roles Based Structures
Schedule B - Security of Employment
Schedule C - BCSC Marulan Works Lime Plant Classification Structure
Schedule D - Roles Based Savings Provisions
Schedule E - Wages Sacrifice' Election Form

2. Dictionary

2.1 Definitions

In this award the following words in the left-hand column of the dictionary shall have the meaning given to them by the right hand column of the dictionary:

BCSC	Blue Circle Southern Cement Limited;
An employee	a person employed by BCSC to work at BCSC's Berrima Cement Works, Maldon Cement Works, Marulan Lime Plant or Marulan Limestone Mine;
Casual employee	a person employed by BCSC in accordance with clause 6;
Part time employee	a person employed by BCSC in accordance with clause 5;
Unions	the Australian Workers' Union, NSW the Electrical Trades Union of Australia, New South Wales Branch, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union NSW.
Wife, Husband	shall include de facto wife or husband;
Father, mother	shall include foster father or mother and stepfather or mother;
Shift worker	an employee working on a one, two or three shift system;
Day worker	an employee other than a shift worker;
Continuous shift work	work carried on with consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the

Continuous shift worker	control of BCSC;
Technological change notice	an employee performing continuous shift work;
Act	means 3 months notice of termination or payment in lieu of such notice; and the Industrial Relations Act 1996.

3. Operation of Award

3.1 Area, Incidence and Duration

This award shall operate from the first full pay period to commence on or after 19 January 2006 and shall have a nominal term of three years.

This award rescinds and replaces the Blue Circle Southern Cement (State) Award published 3 June 2005 (351 I.G. 574), and all variations thereof.

It shall apply to all employees of the classifications referred to in this award employed by BCSC at BCSC's Berrima Cement Works, Maldon Cement Works, the Marulan Lime Plant and Marulan Limestone Mine.

3.2 Preamble

The purpose of this award is to chart a course for the future of BCSC and each of its employees through a joint commitment to:

- (a) achieving long term security and job satisfaction;
- (b) being internationally competitive in the cement and lime industry; and
- (c) being a reliable supplier to BCSC's customers.

PART 2 - CONTRACT OF EMPLOYMENT

4. Full Time Employment

4.1 Full Time Employees

Subject to this clause an employee may be employed as a full time employee.

4.2 Probation

A full time employee shall commence employment on probation for a period of three months.

4.3 Resignation

A full time employee may terminate their employment by giving BCSC one-week's notice or by paying or forfeiting to BCSC an amount of money equivalent to one week's pay.

4.4 BCSC Termination Option

Except when terminating a full time employees employment for reasons of technology related redundancy, for which technological change notice applies, if BCSC terminates a full time employees employment, they must give them notice (or make payment in lieu thereof) in accordance with the following table:

Summary dismissal	Immediately
Other than summary dismissal	
1 year or less continuous service with BCSC	1 week
More than 1 years continuous service with BCSC but not more than 3	2 weeks
More than 3 years continuous service with BCSC but not more than 5	3 weeks
More than 5 years continuous service with BCSC	4 weeks

4.5 Payment On Termination

An employee upon resigning from their employment shall be paid all wages due to them where practical on their last day of employment and in any event no later than the next pay period following their last day of employment.

5. Part Time Employment

5.1 Part Time Employees

Subject to this clause an employee may be employed as a part time employee and they shall despite anything else in this award:

- (a) be paid per hour one thirty eighth of a week's pay for the relevant level for the hours they work;
- (b) be entitled to the other benefits of this award on a proportionate basis such as annual leave and sick leave;
- (c) work a number of ordinary hours which shall average less than 38 per week but not less than three on a day; and
- (d) be paid overtime rates for all hours worked:
 - (i) before or after their rostered hours of work;
 - (ii) in excess of 10 hours a day for part time employees working on a 10 hour day four day week roster system;
 - (iii) in excess of 12 hours a day for part time employees working on a 12 hour day roster system; or
 - (iv) in excess of eight hours a day for all other part time employees.

5.2 Probation

A part time employee shall commence employment on probation for a period of three months.

5.3 Resignation

A part time employee may terminate their employment by giving BCSC one-week's notice or by paying to BCSC an amount of money equivalent to one week's pay.

5.4 BCSC Termination Option

Except when terminating a part time employees employment for reasons of technology related redundancy, for which technological change notice applies, if BCSC terminates a part time employees employment, they must give them notice (or make payment in lieu thereof) in accordance with the following table:

Summary dismissal	Immediately
Other than summary dismissal	
1 year or less continuous service with BCSC	1 week
More than 1 years continuous service with BCSC but not more than 3	2 weeks
More than 3 years continuous service with BCSC but not more than 5	3 weeks
More than 5 years continuous service with BCSC	4 weeks

5.5 Ratio

Within a department, the ratio of part time employees to full time employees shall not exceed one in five.

6. Casual Employment

6.1 Casual Employees

An employee may be employed as a casual employee and:

- (a) they will be paid per hour one-thirty-eighth of a week's pay for the work which they perform plus 15 percent at the rate set out in Table 1 for the relevant level;
- (b) they will be engaged for a minimum of four hours on each day they work;
- (c) the following clauses of this award shall not apply to them, 4, 5, 8, 11, 19, 27, 29, 30, 31, 32, 33, 36 and 39; and
- (d) the employee or BCSC may terminate the employee's employment by one days notice or payment in lieu.

Notation: casuals also receive one-twelfth of their ordinary earnings in lieu of annual leave.

6.2 Ratio

Within a department the proportion of casual employees to permanent employees shall not exceed 15 percent except in circumstances involving short term campaigns, such as maintenance shuts, kiln overhauls etc..

6.3 Intended Use

BCSC intends to use casual employees to supplement permanent employees in day to day work when the need arises:

- (a) because of increased production;
- (b) because of special projects;
- (c) because of training requirements;
- (d) where work needs to be done that cannot be effectively resourced with permanent employees and failing the work being done production will be adversely effected;
- (e) during short term campaigns, such as maintenance shuts, kiln overhauls etc and/or
- (f) because of medium to long absenteeism (whether caused by illness, injury, workers compensation or voluntary leave).

7. Change in Employment Contract

7.1 Acknowledgement

To avoid doubt, the nature of an employee's contract of employment; weekly, part-time, casual, may only be changed if the employee concerned genuinely agrees.

8. Apprentices and Trainees

8.1 General

- (a) Vocational training of trainee, indentured and adult apprentices shall be in accordance with the Industrial and Commercial Training Act 1989.
- (b) Trades and callings for which a trainee, indentured or adult apprenticeship may be established are to be consistent with the classification structure of this award.

8.2 Conditions of Employment

- (a) Subject to clause 8.5, the rate of pay of an apprentice shall be the rate prescribed by the amount set out in Table 1- Apprentice Rates of Pay, of Part 10, Monetary Rates, for the relevant year of apprenticeship.
- (b) At the end of each year of apprenticeship an apprentice shall, for each day of absence during that year, serve one day prior to proceeding to the next year of the apprenticeship or to trades status. Time that has been worked in excess of ordinary hours during that year shall be credited when calculating service for the year.
- (c) Rostered days off shall be given and taken so that they do not coincide with required attendance at Technical School.
- (d) Where full-time employment continues after completion of the apprenticeship period, the period of apprenticeship shall be counted as service for the purpose of this award.
- (e)
 - (i) Where any post-apprenticeship employment is on a part-time, casual or temporary basis, the provisions of clause 11, Redundancy, will not apply.
 - (ii) An apprentice whose services are terminated upon the completion of the apprenticeship shall not be entitled to the provisions of the said clause 11.
- (f) Cancellation or suspension of an apprenticeship shall be subject to approval from the Commissioner for Vocational Training.

8.3 Trainee Apprenticeship

Despite anything else in this award, a trainee may be engaged, provided that the trainee shall be subject to a satisfactory probationary period of one month, which may be reduced at the discretion of BCSC and shall count as part of the period of apprenticeship.

8.4 Indentured Apprenticeship

Except where credits are approved by the Vocational Training Board, the period of indentureship shall be four years. Despite anything else in this award, a person may be taken on probation for three months and, if indentured, the period of probation shall count as part of the period of apprenticeship.

8.5 Adult Apprenticeship

- (a) For the purpose of this award, an adult apprentice means a person of 18 years of age or over at the time of becoming indentured or registered as an apprentice.
- (b)
 - (i) Where a person was employed by BCSC immediately prior to becoming an adult apprentice, the person shall not suffer a reduction in the rate of pay by virtue of becoming indentured or registered and will remain on that rate until it is exceeded by the appropriate apprentice rate, including tool allowance. Provided that, where necessary, the skills within the classification held prior to becoming indentured or registered are available for use by BCSC as long as the training requirements of the apprenticeship are not infringed.
 - (ii) Subject to clause 8.5 (b) (i) the rate of pay of an adult apprentice shall be the rate prescribed by the amount set out in Table 1- Apprentice Rates of Pay, of Part 10, Monetary Rates, for the relevant year of apprenticeship.
- (c)
 - (i) Preference of employment as an adult apprentice should be given to an applicant who is currently employed by BCSC so as to provide for genuine career path development.
 - (ii) Adult apprentices shall not be employed at the expense of other apprentices.

9. Training

9.1 Commitment

The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of BCSC a commitment to training and skill development needs to be maintained. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce; and
- (b) providing employees with career opportunities through appropriate training.

9.2 Training Programme

Following consultation in accordance with clause 40, BCSC shall develop a training programme consistent with:

- (a) the current and future needs of each site;
- (b) the size, structure and nature of the operations of each site; and
- (c) the need to develop vocational skills relevant to the site and the cement and lime industries through courses conducted by accredited educational institutions and providers through on- site training.

9.3 Genuine Reason Not to be Trained

Where an employee has a genuine reason not to be retrained, BCSC will develop mechanisms to assist the employee and ensure no discrimination.

9.4 Training Without Loss of Pay

Where additional training is to be undertaken by an employee, that training may be undertaken either on or off the job, provided that:

- (a) if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay; and
- (b) where employees attend training outside of their ordinary hours of work they shall be paid:
 - (i) Monday to Saturday inclusive, at single time rates of pay while undertaking such training or, by agreement with the individual concerned, be given time off work in lieu of such payment at single time equivalent; and
 - (ii) Sundays and public holidays at single time and a half rates of pay while undertaking such training.

9.5 Costs

- (a) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in BCSC's technical library) incurred in connection with the undertaking of training shall be paid by BCSC upon the commencement of that course.
- (b) In the event that a course is not successfully completed due to non-attendance or poor application by an employee (as indicated by the course trainer), that employee's next approved course expenses shall be reimbursed on successful completion of that course.

9.6 Travel

- (a) All time spent travelling to and back from a training program in an employee's ordinary hours of work shall be without loss of pay.
- (b) All time spent travelling, outside of an employee's ordinary hours of work, to a training program (in excess of 30 minutes) and back from a training program (in excess of 30 minutes) shall be paid at ordinary time rates of pay.
- (c) The provisions of clause 9.6 (b) do not apply to apprentices attending TAFE or related training.

9.7 Use of Own Car

Where the employee uses their own vehicle for such travel they shall be compensated based on the following formula:

Extra kilometres which exceed those normally incurred x Fuel price x 0.15. Fuel price shall be the full price \$/litre for unleaded petrol at an agreed local petrol distributor.

10. Working as Directed

10.1 Using Skills As Directed

- (a) To avoid any doubt, BCSC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award and provided that such duties are not designed to promote deskilling.
- (b) To avoid any doubt, BCSC 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.
- (c) Any direction issued by BCSC shall be:

- (i) consistent with BCSC's responsibilities to provide a safe and healthy working environment; and
- (ii) carried out in a safe manner and in accordance with BCSC's safety systems.

10.2 Change To Shift Work Etc

- (a) Subject to this award BCSC may direct an employee to transfer from:
 - (i) one shift to another;
 - (ii) shift work to day work; or
 - (iii) day work to shift work,at the applicable rate and, unless it is unreasonable, the employee shall transfer in accordance with such direction.
- (b) For the purposes of clause 10.2 (a) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risks to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the site; and
 - (iv) any other relevant matters.

10.3 Change To System of Work

Where there is to be a change to the roster system (such as moving from an eight hour roster to a 12 hour roster), employees shall be given one roster cycle notice of the change.

11. Redundancy

11.1 Application of Disputes Procedure

The parties recognise that, should any dispute arise from the implementation of this clause, the procedure as set out in clause 39, Conflict Resolution will be followed.

11.2 Application of Clause

This clause shall apply to all full time and part time employees.

11.3 Security of Employment Agreement

The process for the identification of redundant positions of full time employees and the management of what follows that identification will be in accordance with the Security of Employment Agreement a copy of which is set out in Schedule "B" to this award.

11.4 Notice

Employees being made redundant shall be given not less than four weeks notice to terminate their contract of employment or four weeks pay in lieu of notice or part notice and part payment in lieu of notice.

11.5 Redundancy Pay

An employee being made redundant shall receive the following redundancy entitlements:

- (a) four weeks' severance pay;
- (b) one and one half weeks pay per year of service calculated on a monthly pro rata basis for incomplete years of service;
- (c) one weeks pay per year of service calculated on a monthly pro rata basis for incomplete years of service, up to a maximum of 26 weeks pay; and
- (d) an age benefit applied to the payments in clause 11 (b) and (c) as follows:

Age	Percentage
40-44	5
45-49	10
50-54	15
55-59	20
60 and over	25

For the purpose of this sub clause for:

- (a) day workers weeks pay shall include the weekly ordinary time rate and any all purpose allowances; and
- (b) shift workers weeks pay shall also include a shift allowance (arising from clause 18 or 24) which will be based on average weekly payments of shift allowances over the preceding six months.

11.6 Seeking Alternative Employment

During a period of notice BCSC shall allow a redundant employee a reasonable amount of time off work without loss of pay to attend job interviews. BCSC shall be entitled to have any such interviews verified by the potential employer.

11.7 Sick Leave

All redundant employees shall be paid sick leave accruals in accordance with the Industrial Relations (Sick Leave) Amendment Act 1992.

11.8 Counselling

At the request of an employee, BCSC shall pay for and make available:

- (a) financial counselling from a mutually agreed and recognised financial adviser;
- (b) a mutually acceptable source to assist in preparing a resume for seeking alternative employment; and
- (c) a mutually acceptable source to provide out-placement counselling.

11.9 Medical

At the request of an employee, BCSC shall pay for and provide a termination medical equivalent to the pre-employment medical, plus a chest x-ray. If available, a copy of the pre-employment medical shall be supplied.

11.10 Certificate of Service

All redundant employees will be supplied with a certificate of service and an Employment Separation Certificate.

11.11 Leaving Early

An employee may request to leave prior to the expiry of their notice period and any such request will be considered on its merits provided that all entitlements and accruals arising from this award shall be calculated to the expiry of the employees notice period.

11.12 Suitable Alternative Employment

BCSC will use its best endeavours to find suitable alternative employment within the Boral Group of companies for any employee, who is interested, and:

- (a) BCSC will pay for the reasonable costs of removalists from a mutually agreed source for any employee who is required to relocate when taking up alternative employment within the Boral Group of companies;
- (b) if anyone accepts alternative employment within the Boral Group and decides within 3 months of starting their new job that it is not suitable, they may resign and still receive the benefits arising from clause 6.5 as applicable at the date their employment with BCSC terminated; and
- (c) upon accepting alternative employment within the Boral Group of companies BCSC will freeze (as a dollar sum) at the date of termination with BCSC what would otherwise have been the employee's redundancy pay arising from clause 11.5. If their new employer makes the employee redundant during their first 24-month of employment BCSC shall pay to them the said frozen dollar sum in addition to whatever benefits they receive from their new employer.

11.13 Itemised Account

Redundant employees shall be given an itemised statement of all termination payments paid to them.

PART 3 PAY RATES AND RELATED MATTERS

12. Classifications Etc

12.1 Levels

Subject to Schedule "A", an employee shall be classified by BCSC into one of the following levels:

Level	10+10%
Level	10+5%
Level	10+ 3.4%
Level	10
Level	9
Level	8
Level	7
Level	6
Level	5
Level	4
Level	3
Level	2
Level	1

12.2 Rates Of Pay

- (a) The weekly ordinary time rate of pay to be paid to an employee (for the appropriate level arising from clause 12.1) who has not made a wages sacrifice election in accordance with clause 36, is as set out in Part 10, Table 1 of this award.
- (b) The weekly ordinary time rate of pay to be paid to an employee (for the appropriate level arising from clause 12.1) who has made a wages sacrifice election in accordance with clause 36, is as set out in Part 10, Table 2 of this award except when:
 - (i) overtime is worked in which case the relevant weekly ordinary time rate of pay in Part 10 Table 1 shall apply but only for the purposes of calculating the payment for overtime; and
 - (ii) calculating allowances arising from clause 13.2, in which case the relevant weekly ordinary time rate of pay in Part 10 Table 1 shall apply but only for the purposes of calculating the said allowances.

12.3 Savings

It has been agreed that the employees set out in Schedule D will be maintained in their existing classification level and pay levels (including leading hand allowances where relevant) rather than be classified in accordance with a roles based structure referred to in Schedule B. As such the rates of pay applicable to these employees will be increased by the percentage increase generally applicable to the rates of pay set out in Table 1 Wages.

13. Additions to Wage

13.1 All Purpose Allowances

In addition to the rates of pay ascertained from clause 12.2, an employee shall receive the following allowances (paid for all purposes of this award):

- (a) Licence Allowance - An additional amount shall be paid per week to an employee employed and working as an Electrical Tradesperson and possessing the New South Wales Electrical Mechanic's Licence issued under the Electricity Development Act 1945 as set out in Items 1 and 2 of Table 2 - Other Rates and Allowances, of Part 10, Monetary Rates.
- (b) Tool Allowance - In addition to the rates of pay set out in Table 1 of Part 10, the Tool Allowances set out in Items 3, 4, 5 and 6 of Table 2 shall apply.
- (c) Disability Allowance - In addition to the rates prescribed herein, a disability allowance per week as set out in Item 7 of Table 2 shall apply.
- (d) A bricklayer and an employee appointed to assist the bricklayer in the alteration or repair to kilns or refractory work shall be paid an additional amount per hour as set out in Item 10 of Table 2, whilst so engaged.

13.2 Allowances (Not All Purpose)

In addition to the rates of pay ascertained from clause 12.2, an employee shall receive the following allowances (not paid for all purposes of this award):

- (a) An employee required to work in the following shall, be paid an additional 50 per cent of their ordinary-time rate of pay:
 - (i) Inside mills, within two hours of these having been shut down.
 - (ii) Inside any rotary kiln, or kiln precipitator, within 12 hours of the kiln being shut down.
 - (iii) Lime Plant (Quicklime) Marulan:

- (A) Scraper feed gates and scraper cooling fan whilst kiln is operating or within 12 hours of the kiln being shut down.
 - (B) Barker dust collector situated on the 400 tonne bin.
 - (C) Dust collector on top of 100 tonne bin.
 - (D) Twin cell dust collector.
 - (E) Rusden-Birrel dust collector.
- (iv) Inside the slag drying chamber at Maldon whilst heat is retained in the combustion chamber.
- (b) An employee required to work in the rain for a continuous period of more than one hour shall be paid an additional 50 per cent of their ordinary-time rate of pay for time so worked.
- (c) An employee required to perform the following shall, be paid an additional 25 per cent of their ordinary-time rate of pay:
- (i) breaking down by hand inside cement silos, raw mill bins or Berrima No. 6 kiln cyclones;
 - (ii) working inside wet slurry tanks.
- (d) An additional amount per hour as set out in Item 8 of Table 2 shall be paid for:
- (i) cleaning and/or repair of roofs in excess of six metres from ground level;
 - (ii) poking and cleaning a pre-heater;
 - (iii) working inside an Electrostatic Precipitator;
 - (iv) Berrima Snow Man;
 - (v) working with equipment used for the receipt of wet or dry slag at Maldon; or
 - (vi) working with equipment used for the handling of dry slag in the following areas:
 - (A) up to the discharge of conveyor belt No. 136;
 - (B) short slag belt, the dry slag bin, slag weigh feeder;
 - (C) other conveying and feeding equipment used in transporting dry slag from the slag dryer up to and including the mill feed conveyors; or
 - (D) where employees are required to clean up a large spillage or accumulation of dry slag which involves working in a confined area such as Belts nos. 103, 104 or 105 continuously for 20 minutes or more, other than by the vacuum cleaning system.
- (e) Employees required to use explosive-powered tools shall be paid an additional amount per day as set out in Item 9 of Table 2.
- (f) An employee engaged in either the preparation and/or the application of epoxy-based materials or materials of a like nature shall be paid an additional amount per hour as set out in Item 11 of Table 2.

Where there is an absence of adequate natural ventilation, BCSC shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing

shall be supplied consistent with the requirements of the Occupational Health and Safety Act 2000.

Employees working in close proximity to employees so engaged shall be paid an additional amount per hour as set out in Item 12 of Table 2.

For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.

- (g) Painters engaged on spray painting, which is carried out in other than a properly constructed booth approved by the Department of Industrial Relations, Employment, Training and Further Education, shall be paid an additional amount per hour as set out in Item 13 of Table 2.
- (h) Persons employed upon any chokage or oil chokage (other than domestic) and who are required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewage, shall be paid an additional amount per day or part thereof as set in Item 14 of Table 2.
- (i) An employee required to break down by hand inside an off-white kiln and cement mill electrostatic precipitator shall be paid an additional 25 per cent of their ordinary-time rate of pay while so engaged.

14. Penalties Not Cumulative

14.1 Shift Allowances Etc

Shift allowances and allowances set out in clause 13.2 shall not be subject to any premium or penalty additions.

15. Payment of Wages

15.1 Electronic Funds Transfer

Wages shall be paid weekly by means of electronic funds transfer to an account in a recognised financial institution.

15.2 Late Pay

When an employees wages are not in their nominated account on the designated pay day BCSC if requested to do so by the employee, must use their best endeavours to provide their wages by conclusion of the next day's shift.

16. Timekeeping

16.1 Decimal Proportion

BCSC shall:

- (a) utilise, for time keeping purposes, the decimal proportion 0.1 of an hour; and
- (b) apply such proportion in the calculation of an employees working time.

16.2 Latecomers

If an employee:

- (a) does not commence work at the time they are rostered to; or

- (b) ceases work before their rostered finish time,

BCSC may pay them only for the time that they actually worked.

17. Overtime

17.1 Payment for Other than Continuous Shift Workers

- (a) Subject to this award, for all work performed by an employee outside of and/or in excess of an employee's ordinary hours an employee shall be paid at the rate of time and one-half for the first two hours and double time thereafter; such double time to continue until the completion of the overtime worked.
- (b) Employees required to work twelve hour continuous shifts (eight hour shifts plus four hours of overtime) for five or more consecutive shifts for the specific purpose of major repair or maintenance to plant and equipment shall during such a period of work be paid at the rate of double time for overtime.

17.2 Payment for Continuous Shift Workers

- (a) All time worked in excess of the ordinary working hours prescribed by this award by continuous shift workers shall be paid at the rate of double time.
- (b) Clause 17.2 (a) shall not apply when the time is worked:
 - (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts.

17.3 10 Hour Rest Period

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their work on one day and the commencement of work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 17.3, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.
- (b) If, on the instructions of BCSC, such employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17.4 Call Out

- (a) An employee shall be paid a "call out" where they are recalled to work after having left the site and shall be paid a minimum of four hours at overtime rates for such work.
- (b) Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.
- (c) Clause 17.4 (a) shall not apply:
 - (i) where the employee is notified that such overtime is to be continuous (subject to a reasonable meal break) with the completion or commencement of their ordinary working time; or

- (ii) to pre-arranged overtime where the employee has been notified at least the day before.

17.5 10 Hour Rest Period for Day Workers Called Out

- (a) Subject to clause 17.5 (b), any day worker after being called out who ceases work after 11.00pm shall have a 10 hour break without loss of ordinary pay before commencing their next ordinary shift unless BCSC and the employee agree otherwise. In which case the employee shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) A day worker called out to work up to two hours before the commencement of their normal shift shall not be entitled to a 10 hour break in accordance with clause 17.5 (a).

17.6 10 Hour Rest Period for Shift Workers Called Out

A shift worker called out between 2 and 8 hours before the commencement of their next ordinary shift shall have a 10 hour break without loss of ordinary pay before commencing their next ordinary shift unless BCSC and the employee agree otherwise. In which case the employee shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until they have had 10 hours consecutive hours off duty without loss of pay for ordinary working time occurring such absence.

17.7 Notice of Overtime Worked at Commencement of Next Shift

Wherever practicable, an employee required to work overtime as an extension of the commencement of an ordinary day or shift shall be advised thereof prior to leaving work.

17.8 Overtime Meal Breaks

- (a) An employee who is required to work overtime for 2 hours after the employee's normal ceasing time shall be allowed a paid meal break of 20 minutes provided that the overtime continues after the meal break.
- (b) An employee shall be allowed a similar paid meal break after every subsequent 4 hours of overtime worked provided that the overtime continues after the meal break.

17.9 Meal Money

- (a) An employee required to work overtime for more than 2 hours after their ordinary ceasing time without having been notified before leaving work on the previous day or shift that they would be required to work overtime shall be:
 - (i) provided, free of cost, with a suitable meal; or
 - (ii) paid the sum as set out in Item 16 of Table 2 - Other Rates and Allowances, of Part 10, Monetary Rates.
- (b) If an employee's overtime work extends into a second or subsequent break they shall be:
 - (i) provided with another meal; or
 - (ii) paid the sum as set out in Item 17 of Table 2.
- (c) If an employee, after being notified, has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, they shall be paid the sum in clause 17.9 (a) (ii) for the meals which they have provided but which are surplus.

17.10 Requirement To Work Reasonable Overtime

- (a) Subject to clause 17.10 (b), BCSC may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of clause 17.10 (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risks to employee health and safety; the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the site;
 - (iv) the notice (if any) given by BCSC of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matters.

17.11 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of BCSC, to take time off in lieu of payment for overtime at a time or times agreed with BCSC 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 clause 17.11 (a), 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 clause 17.11 (a), the employee shall be paid overtime rates in accordance with the award.

17.12 Make-up Time

- (a) An employee may elect, with the consent of BCSC, 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 BCSC, 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. Saturday, Sunday and Holiday Rates

18.1 Shift Workers on Saturday

Time worked on rostered shifts by shift workers on Saturdays shall be paid for at the rate of time and one-half.

18.2 Sundays

Time worked on Sundays shall be paid for at double the ordinary rate of pay.

18.3 Holidays

Time worked on holidays shall be paid for at double and a half the ordinary rate of pay.

18.4 Minimum Engagement

An employee required to work overtime on a Saturday, Sunday or public holiday shall be afforded a minimum of four hours' work or paid for four hours at the appropriate rate.

19. Short Term Transfer

19.1 Short Term Transfer to Shift Work

Day workers required to transfer to afternoon or night shift for a period of not less than eight hours on less than five consecutive shifts shall be paid at the rate of time and one-half, except on Saturdays, Sundays and public holidays, when the appropriate penalty rates shall apply.

19.2 Short Term Transfer to Day Work

Shift workers required to transfer to day work for a period of not less than eight hours on less than five consecutive days shall be paid at the rate of time and one-half, except on Saturdays, Sundays and public holidays, when the appropriate penalty rates shall apply.

PART 4 - DAY WORKERS

20. Hours of Work

20.1 Average Week

The ordinary hours of work each week for day workers shall be an average of 38 exclusive of meal breaks.

20.2 Spread of Hours

A day workers ordinary hours of work shall be worked:

- (a) on any day Monday to Friday inclusive; and
- (b) between the hours of 6.00 am and 6.00 pm; or
- (c) between such spread of hours as is agreed to between BCSC and the majority of employees in the department and the accredited representative of the union concerned.

20.3 12 Hour Days

Despite clause 20.2, ordinary hours of work for day workers may be up to 12 hours a day by agreement between BCSC and the majority of employees in the department and the accredited representative of the union concerned subject to:

- (a) proper health and well being program being maintained;
- (b) suitable roster arrangements being made; and
- (c) adequate supervision being provided.

20.4 Change of Roster To Shift Work

BCSC may change the roster of a day worker so that they work shift work by giving them:

- (a) 48 hours notice of the change; or
- (b) less than 48 hours notice of the change provided that they are paid overtime rates for any such shift in respect of which they were not given at least 48 hours notice.

20.5 Rostered Days Off

- (a) An employee may elect, with the consent of BCSC, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of BCSC, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of BCSC, 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 BCSC and the employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to BCSC informing each union which is both party to the award and which has members employed at the particular site of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

21. Meal Breaks

21.1 Work Before Break

A day worker shall not be required to work for more than six ordinary hours of work without a break for a meal which shall be taken as unpaid.

21.2 Continuity of Operations Etc

The time of a day worker taking a scheduled meal break may be altered by agreement between them and BCSC or by BCSC if it is necessary to maintain continuity of operations or to meet operational requirements.

21.3 Working Through a Meal Break

A day worker shall be paid at the rate of time and one half of ordinary time for all work done during their scheduled meal break and thereafter until a meal break is taken.

22. Rest Breaks

22.1 Daily Break

A day worker shall be given a paid rest break of ten (10) minutes each day.

22.2 Continuous Operation Etc

The time of a day worker taking a scheduled rest break may be altered by agreement between them and BCSC or by BCSC if it is necessary to maintain continuity of operations or to meet operational requirements.

PART 5 - SHIFT WORKERS

23. Hours of Work

23.1 Ordinary Hours

The ordinary working hours of shift workers shall not exceed:

- (a) 38 per week;

- (b) 76 in 14 consecutive days;
- (c) 114 in 21 consecutive days; or
- (d) 152 in 28 consecutive days.

23.2 Commencing and Finishing Times of Shifts

The time of commencing and finishing shifts, once having been determined, may be varied by agreement between BCSC and the majority of employees and the accredited representative of the union in the section of the site concerned to suit the circumstances of the section of the site.

24. Shift Work - General

24.1 Shift Allowances

Shift workers, whilst on afternoon or night shift, shall be paid an allowance as set out in Item 15 of Table 2 - Other Rates and Allowances, of Part 10, Monetary Rates.

24.2 Change of Roster To Day Work

BCSC may change the roster of a shift worker so that they work day work by giving them:

- (a) 48 hours notice of the change; or
- (b) less than 48 hours notice of the change provided that they are paid overtime rates for any such day in respect of which they were not given at least 48 hours notice.

24.3 Change of Roster To Other Shift

BCSC may change the roster of a shift worker so that they work a different shift by giving them:

- (a) 48 hours notice of the change; or
- (b) less than 48 hours notice of the change provided that they are paid overtime rates for any such shift in respect of which they were not given at least 48 hours notice.

25. Meal Breaks

25.1 Work Before Break

A shift worker shall not be required to work for more than six ordinary hours of work without a break for a meal which shall be 20 minute break which shall be counted as time worked.

25.2 Continuity of Operations Etc

The time of a shift worker taking a scheduled meal break may be altered by agreement between them and BCSC or by BCSC if it is necessary to maintain continuity of operations or to meet operational requirements.

26. Rest Breaks

26.1 Daily Break

A shift worker shall be given a paid rest break of ten (10) minutes each day.

26.2 Continuous Operation Etc

The time of a shift worker taking a scheduled rest break may be altered by agreement between them and BCSC or by BCSC if it is necessary to maintain continuity of operations or to meet operational requirements.

26.3 Combining With Meal Break

By agreement with an employee, BCSC may combine a shift workers rest break with their paid meal break so as to enable a 30 minute paid meal break.

PART 6 - LEAVE AND HOLIDAYS

27. Holidays

27.1 Entitlement

Subject to clause 27.2 and 27.3, the days on which the following holidays are observed shall be granted to an employee without loss of pay as a holiday:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Queen's Birthday;
- (h) Eight Hour Day;
- (i) Christmas Day;
- (j) Boxing Day; and
- (k) a union picnic day to be taken at a mutually agreed time; and
- (l) any additional day gazetted as a public holiday for the State.

27.2 Substitute Days

If a day is gazetted as a substitute day for the days referred to in (a) to (j) of clause 27.1 then the substitute day shall be the holiday in lieu of the day in clause 27.1.

27.3 Absence

When an employee is absent from work on the working day before or the working day after a holiday, without reasonable excuse or without the consent of BCSC, then an employee shall not be entitled to payment for such holiday.

27.4 Rostered Days Off

Where a rostered day off falls on a public holiday for employees other than continuous shift workers the rostered day off shall be taken on the ordinary working day immediately preceding or succeeding such public holiday as the case may be.

28. Annual Leave

28.1 Entitlement

See Annual Holidays Act, 1944 as amended.

28.2 Single Days

- (a) An employee may elect with the consent of BCSC, 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.

28.3 Continuous Shift Workers

- (a) Continuous shift workers with a period of twelve months continuous service on 31 December each year less the period of annual leave, shall be allowed a further period of seven consecutive days' leave, inclusive of non-working days, with 38 hours' pay at ordinary rates in addition to the period of leave to which they are entitled under the said Annual Holidays Act 1944 as amended.
- (b) An employee who, during the twelve months prior to annual leave falling due, has been engaged for part of that period as a continuous shift worker, shall be entitled to a due proportion of the additional seven days' leave for which they shall be paid at ordinary rates for three and one-sixth hours for each month of service as a continuous shift worker.
- (c) Any continuous shift worker whose employment is terminated through no fault of their own or who leaves their employment in circumstances which do not amount to misconduct, shall be paid three and one-sixth hours at ordinary rates for each month of service as a continuous shift worker during the current 12-month period in addition to the amount due under the Annual Holidays Act 1944 as amended.
- (d) For the purposes of this clause 28.3, the number of months of service shall be calculated by dividing the total of ordinary shifts worked during the qualifying period by nineteen. Any remainder of nine and one-half or over shall count as a month and, if less than nine and one-half, shall be disregarded.
- (e) The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by clause 28.3 (c), payment shall not be made or accepted in lieu of the additional annual leave.
- (f) When a public holiday for which a continuous shift worker is entitled to payment under this award occurs during the period of additional annual leave provided for by clause 28.3, the said period of leave shall be increased by one day.

29. Annual Leave Loading

29.1 Payment of Loading

Whenever an employee enters a period of annual leave an employee shall be paid, in addition to an employee's annual leave pay a loading of 20 percent on top of an employees annual leave pay.

29.2 Calculation of Loading

The loading is to be calculated on an employee's ordinary rate of pay that is applicable immediately before commencing annual leave, excluding any other allowances, penalty rates, premiums, overtime or any other payments prescribed by this award.

29.3 Shift Workers

If an employee is a shift worker when they enter a period of annual leave then they shall be entitled to the greater or the annual leave loading in clause 29.1 or their shift work allowances and/or weekend penalty rates for the ordinary time (not including time on a public holiday) which they would have worked during the period of the leave.

29.4 Payment on Termination

On termination, annual leave loading will be paid to an employee with 12 or more month's continuous service.

30. Parental Leave and Personal Carers Leave

30.1 Parental Leave

See Industrial Relations Act 1996 (Cth) as amended.

30.2 Personal Carers Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in clause 30.2 (c) (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 33 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) An employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this 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) an employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) an employees spouse; 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 exnuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of yours; or
- (D) a same sex partner who lives with an employee as an employees de facto partner on a bona fide domestic basis; or
- (E) a relative who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

30.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of BCSC, to take unpaid leave for the purpose of providing care and support to a class of person set out in clause 30.2 (c) (ii) above who is ill.

31. Bereavement Leave

31.1 Entitlement

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 clause 30.2 (c) (ii).

31.2 Notification

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

31.3 Responsibility For Care

Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's leave in clause 30.2 (c) (ii), provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.

31.4 Bereavement Leave Not When Other Leave Granted

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.

31.5 Bereavement Leave In Conjunction With Other Leave

Bereavement leave may be taken in conjunction with other leave available under clause 30.3, 28.2, 17.11 and 17.12. In determining such a request BCSC will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

32. Jury Service

32.1 Entitlement

If an employee is required to attend for jury service:

- (a) during an employees ordinary working hours an employee shall be reimbursed by BCSC an amount equal to the difference between the amount paid in respect of an employees attendance for such jury service and the amount of wages an employee would have received in respect of the ordinary time an employee would have worked had an employee not been on jury service; or
- (b) immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, they are not reasonably able to report for work on their next shift they shall be reimbursed by BCSC an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

32.2 Notification

An employee must notify BCSC as soon as possible of the date upon which an employee is required to attend for jury service. Further, an employee must give BCSC proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

33. Sick Leave

33.1 Entitlement

An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity, not due to their own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following:

- (a) They shall not be entitled to paid leave of absence for any period in respect of which they is entitled to workers' compensation.
- (b) They shall, as soon as reasonably practicable and within eight hours of commencement of such absence, inform BCSC 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 such absence. If it is not reasonably practicable to inform BCSC within eight hours of such absence, the employee shall inform BCSC within 24 hours of such absence.
- (c) They shall prove to the satisfaction of BCSC or, in the event of a dispute, the Industrial Relations Commission of the New South Wales, that he/he is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) They shall be entitled to sick leave not exceeding 38 ordinary working hours in the first year of employment and 76 ordinary working hours in each subsequent year of employment.
- (e) Any period of paid sick leave allowed by BCSC to an employee shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award or in

respect of the earliest year of employment for which the employee has an accumulated or accrued right.

33.2 Accumulation

If the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative for a period of four years from the end of the year in which it accrues. Provided that:

- (a) from 1 May 2004 if the full period of sick leave is not taken in any year by an employee employed after 1992, the whole or any untaken portion shall be cumulative from year to year; and
- (b) the hours of accumulated sick leave standing to the credit of each employee as at 28 August 1984 shall be adjusted by multiplying the total hours of sick leave as at that date by 38/40.

Notation: Employees employed before 1993 enjoy, as a matter of administrative practice, certain sick leave benefits. Nothing in this sub clause is intended to change that practice.

33.3 First Three Months Employment

In the case of any employee who otherwise is entitled to payment under this clause but who, at the time of the absence concerned, has not given three months' continuous service in their current employment with BCSC, the right to receive payment shall not arise until they have given such service.

33.4 Continuous Service

For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work:

- (a) on leave granted by BCSC; or
- (b) by reason of personal illness, injury or other reasonable cause proof whereof shall, in each case, be upon the employee; provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

33.5 Election

Despite clause 33.2, an employee employed before 1993 may elect to forgo the benefits associated with the taking of sick leave for employees employed before 1993 and in lieu thereof, from the date of any such election, if the full period of sick leave is not taken in any year by the employee the whole or any untaken portion shall be cumulative from year to year.

Notation: In making this election a person employed by BCSC before 1993 will in effect receive the same sick leave benefits enjoyed by a person employed by BCSC after 1992 from that point onwards.

33.6 Maldon Sick Leave

Nothing in this award effects the sick leave arrangements operating at Maldon as at the date of the making of this award.

34. Long Service Leave

34.1 Entitlement

See Long Service Leave Act, 1955 as amended and the Long Service Leave (Metalliferous Mining Industry) Act 1963 as amended.

PART 7 - SUPERANNUATION

35. Superannuation Benefits

35.1 Obligation

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

Notation: To avoid any doubt any employee shall have freedom to choose their superannuation fund in accordance with the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004 (Cth).

36. 'Wages Sacrifice' in Return for Increased Employer Funded Superannuation

36.1 Preamble

This clause has been included in this award because it allows full time employees to elect to forgo part of their weekly ordinary time rate of pay for increased employer funded superannuation benefits on the basis that this is tax beneficial for the employee and at only minimal additional (administrative) cost to BCSC.

The parties acknowledge that if a full time employee makes this election their weekly ordinary time rate of pay will be reduced (because BCSC will be funding more superannuation for them) except when:

- (a) calculating overtime in which case the relevant weekly ordinary time rate of pay applicable before they made their election shall apply but only for the purposes of calculating the said overtime; and
- (b) calculating allowances arising from clause 13.2 in which case the relevant weekly ordinary time rate of pay applicable before they made their election shall apply but only for the purposes of calculating the said allowances.

36.2 Wages Sacrifice Election

A full time employee may elect to forgo receiving part of their weekly ordinary time rate of pay in return for increased employer funded superannuation by completing the election form set out in Schedule "E" of this award.

36.3 BCSC to Fund Increased Superannuation

Whenever a full time employee has made an election referred to in clause 36.2 BCSC shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.

36.4 Change to Sacrifice Amount

Having made an election in accordance with this clause an employee may rescind or vary their election by completing a further election form as set out in Schedule "E" of this award to have effect on and only on 1 January or 1 July each year.

36.5 Cessation & Suspension of Wages Sacrifice Election

Despite anything else in this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon BCSC than those applicable at the commencement of the operation of this clause then BCSC may serve a notice upon each employee of their intention to cease the wages sacrifice for them and upon the first full pay period to commence on or after the service of the notice the wages sacrifice election shall cease to operate;
- (b) if an employee has made a wages sacrifice election in accordance with this clause and then enters a period of leave without pay the wages sacrifice election shall be suspended for the period of such leave; and
- (c) during any period when an employee is injured or incapacitated and in receipt of workers' compensation payments, BCSC will continue to provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions while the employee is still employed by BCSC, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation.

36.6 Age Based Contribution Limit

Despite anything else in this clause an employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1936 (Cth).

PART 8 - SAFETY ETC

37. Protective Clothing

37.1 Entitlement

At the commencement of an employees employment BCSC shall provide them with such clothing allowance as applies at the particular site which shall be replaced on an item for item exchange basis.

38. Protective Equipment

38.1 Entitlement

BCSC shall:

- (a) provide an employee with all personal protective equipment required to perform their work and;
- (b) replace such articles, when, in the opinion of BCSC, they are no longer in a serviceable condition and an employee shall return the corresponding article.

39. Accident Pay

39.1 Entitlement

- (a) An employee shall be entitled to payment of accident pay where they receive an injury for which compensation is payable to the employee pursuant to the provisions of the Work Place Injury Management Act 2000 as amended.
- (b) Accident pay means the payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said Act and the employee's ordinary rate of pay for 38 hours or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the ordinary rate for that period.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity is continuing at the expiration of the first two weeks of employment, in which case accident pay shall only be payable in respect of that part of such period of incapacity which extends beyond the first two weeks of employment.
- (d) BCSC shall pay, or cause to be paid, accident pay as defined in subclauses (b) and (c) above during the incapacity of the employee arising from any one injury for a total of 52 weeks, whether the incapacity is in one continuous period or not.
- (e) The termination of the employee's employment shall in no way affect the liability of accident pay as provided in this clause.
- (f) In the event of an employee receiving a lump sum in redemption of weekly payments under the said Act, the liability of BCSC for accident pay (for which weekly payments have been recovered) shall cease from the date of such redemption.
- (g) Where the employee recovers damages from a third party in respect of the said incapacity independently of the said Act, they shall be liable to repay to BCSC the amount of accident pay which they received under this clause and the liability of BCSC for accident pay shall cease.

PART 9 - WORKPLACE RELATIONS

40. Anti Discrimination

40.1 Obligation

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

- (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTATION:

- (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."

41. Disputes Settling Procedure

41.1 Steps

- (a) The purpose of this clause is to seek to eliminate disputes which result in stoppages, bans or limitations, especially those in the nature of a "protest", and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation to enable claims, issues and disputes to be progressed while work proceeds normally.
- (b) 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 matters in question:
 - (i) Whilst this procedure is being followed work shall continue normally in accordance with current custom or practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
 - (ii) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee or employees and the supervisor.
 - (iii) If the matter is not resolved at this level the matter will be further discussed between the union delegate and/or employee concerned and site Management. BCSC's industrial relations representative and relevant union organiser are to be notified.
 - (iv) If the matter is still not satisfactorily resolved, the relevant union organiser and union delegate and/or employee concerned will discuss the matter with BCSC's industrial relations representatives.
 - (v) Should the matter still not be resolved, it will be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

42. Consultation

42.1 Consultative Committee

A consultative committee will be established at each site to aid the consultative process consistent with the size, structure and nature of the operations of the site concerned.

42.2 Decision Making Not Effected

A consultative committee should promote genuine consultation and communication but it does not replace either BCSC's or the employees/unions decision making processes.

42.3 Southern Highlands Steering Committee

BCSC recognises the "Southern Highlands Steering Committee" as the forum for dealing with issues that are common to the Berrima, Maldon and Marulan sites such as the renegotiation of this award.

43. Delegates

43.1 Recognition

BCSC shall recognise the accredited delegate and co-delegate of a union upon receiving written confirmation from the union.

43.2 Time

BCSC shall provide a delegate and co-delegate with reasonable time while at work to perform the proper functions of a delegate or co-delegate.

44. Leave Reserved

44.1 Reserved Matters

- (a) Leave is reserved to the unions to apply as they see fit in relation to:
- (i) the role of the Southern Highlands Steering Committee;
 - (ii) clause 43;
 - (iii) clause 17.5; and
 - (iv) employee involvement in continuous improvement programs.
- (b) Leave is reserved to the parties to apply as they see fit in relation to Schedule A and C.

45. Preservation

45.1 Commitment

The Federal Government has announced certain reforms to industrial relations generally in Australia. This award may become a Federal Transitional Agreement as a consequence of these proposals. As such it may be subject to a 'simplification' process. In the event that an award provision is deleted in any future award simplification process, the parties will, subject to the requirements of section 170MD of the Act, consent to make a certified agreement for the purposes of incorporating that award provision.

46. No Extra Claims

46.1 Commitment

No further claims for improvements in wages or conditions shall be made before 1 May 2009.

PART 10 - MONETARY RATES

Table 1 - Rates of Pay

Weekly Rates of Pay

Level	Weekly Wage operative first full pay period on or after 1 December 2005 (2%)	Weekly Wage operative first full pay period on or after 1 May 2006 (2%)	Weekly Wage operative first full pay period on or after 1 May 2007 (4%)	Weekly Wage operative first full pay period on or after 1 May 2008 (4%)
10+10%	\$1,090.22	\$1,112.02	\$1,156.50	\$1,202.76
10+5%	\$1,040.79	\$1,061.60	\$1,104.07	\$1,148.23
10+3.4%	\$1,024.57	\$1,045.06	\$1,086.86	\$1,130.34
10	\$991.14	\$1,010.97	\$1,051.41	\$1,093.46
9	\$917.66	\$936.02	\$973.46	\$1,012.40
8	\$863.94	\$881.22	\$916.47	\$953.13
7	\$828.41	\$844.98	\$878.78	\$913.93
6	\$792.56	\$808.41	\$840.75	\$874.38
5	\$757.26	\$772.40	\$803.30	\$835.43
4	\$717.43	\$731.78	\$761.05	\$791.49
3	\$682.35	\$696.00	\$723.84	\$752.79
2	\$656.09	\$669.22	\$695.99	\$723.82
1	\$638.78	\$651.55	\$677.61	\$704.72

Weekly Rates of Pay

Operative from the first full pay period to commence on or after 1 December 2005:

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
10+10%	\$1,079.31	\$1,057.51	\$1,035.71	\$1,013.90	\$981.20	\$926.68	\$872.17
10+5%	\$1,030.38	\$1,009.56	\$988.75	\$967.93	\$936.71	\$884.67	\$832.63
10+ 3.4%	\$1,014.32	\$993.83	\$973.34	\$952.85	\$922.11	\$870.88	\$819.66
10	\$981.23	\$961.41	\$941.59	\$921.76	\$892.03	\$842.47	\$792.92
9	\$908.49	\$890.13	\$871.78	\$853.43	\$825.90	\$780.01	\$734.13
8	\$855.30	\$838.02	\$820.74	\$803.46	\$777.55	\$734.35	\$691.15
7	\$820.13	\$803.56	\$786.99	\$770.42	\$745.57	\$704.15	\$662.73
6	\$784.63	\$768.78	\$752.93	\$737.08	\$713.30	\$673.68	\$634.05
5	\$749.69	\$734.54	\$719.40	\$704.25	\$681.53	\$643.67	\$605.81
4	\$710.25	\$695.90	\$681.56	\$667.21	\$645.68	\$609.81	\$573.94
3	\$675.53	\$661.88	\$648.23	\$634.58	\$614.11	\$580.00	\$545.88
2	\$649.53	\$636.41	\$623.29	\$610.17	\$590.49	\$557.68	\$524.88
1	\$632.39	\$619.61	\$606.84	\$594.06	\$574.90	\$542.96	\$511.02

Operative from the first full pay period to commence on or after 1 May 2006:

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
10+10%	\$1,100.90	\$1,078.66	\$1,056.42	\$1,034.18	\$1,000.82	\$945.22	\$889.62
10+5%	\$1,050.99	\$1,029.76	\$1,008.52	\$987.29	\$955.44	\$902.36	\$849.28
10+ 3.4%	\$1,034.61	\$1,013.71	\$992.81	\$971.91	\$940.55	\$888.30	\$836.05
10	\$1,000.86	\$980.64	\$960.42	\$940.20	\$909.87	\$859.32	\$808.77
9	\$926.66	\$907.94	\$889.22	\$870.50	\$842.42	\$795.61	\$748.81
8	\$872.41	\$854.78	\$837.16	\$819.53	\$793.10	\$749.04	\$704.98
7	\$836.53	\$819.63	\$802.73	\$785.83	\$760.48	\$718.23	\$675.99
6	\$800.33	\$784.16	\$767.99	\$751.82	\$727.57	\$687.15	\$646.73
5	\$764.68	\$749.23	\$733.78	\$718.34	\$695.16	\$656.54	\$617.92
4	\$724.46	\$709.82	\$695.19	\$680.55	\$658.60	\$622.01	\$585.42
3	\$689.04	\$675.12	\$661.20	\$647.28	\$626.40	\$591.60	\$556.80
2	\$662.52	\$649.14	\$635.76	\$622.37	\$602.29	\$568.83	\$535.37
1	\$645.03	\$632.00	\$618.97	\$605.94	\$586.40	\$553.82	\$521.24

Operative from the first full pay period to commence on or after 1 May 2007:

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
10+10%	\$1,144.94	\$1,121.81	\$1,098.68	\$1,075.55	\$1,040.85	\$983.03	\$925.20
10+5%	\$1,093.03	\$1,070.95	\$1,048.86	\$1,026.78	\$993.66	\$938.46	\$883.25
10+ 3.4%	\$1,075.99	\$1,054.26	\$1,032.52	\$1,010.78	\$978.18	\$923.83	\$869.49
10	\$1,040.89	\$1,019.86	\$998.84	\$977.81	\$946.27	\$893.69	\$841.12
9	\$963.72	\$944.25	\$924.78	\$905.32	\$876.11	\$827.44	\$778.77
8	\$907.30	\$888.97	\$870.64	\$852.31	\$824.82	\$779.00	\$733.17
7	\$869.99	\$852.42	\$834.84	\$817.27	\$790.90	\$746.96	\$703.02
6	\$832.34	\$815.53	\$798.71	\$781.90	\$756.67	\$714.64	\$672.60
5	\$795.27	\$779.20	\$763.13	\$747.07	\$722.97	\$682.80	\$642.64
4	\$753.44	\$738.22	\$722.99	\$707.77	\$684.94	\$646.89	\$608.84
3	\$716.60	\$702.12	\$687.64	\$673.17	\$651.45	\$615.26	\$579.07
2	\$689.03	\$675.11	\$661.19	\$647.27	\$626.39	\$591.59	\$556.79
1	\$670.84	\$657.28	\$643.73	\$630.18	\$609.85	\$575.97	\$542.09

Operative from the first full pay period to commence on or after 1 May 2008:

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
10+10%	\$1,190.73	\$1,166.68	\$1,142.62	\$1,118.57	\$1,082.49	\$1,022.35	\$962.21
10+5%	\$1,136.75	\$1,113.78	\$1,090.82	\$1,067.85	\$1,033.41	\$976.00	\$918.58
10+3.4%	\$1,119.03	\$1,096.43	\$1,073.82	\$1,051.21	\$1,017.30	\$960.79	\$904.27
10	\$1,082.53	\$1,060.66	\$1,038.79	\$1,016.92	\$984.12	\$929.44	\$874.77
9	\$1,002.27	\$982.02	\$961.78	\$941.53	\$911.16	\$860.54	\$809.92
8	\$943.59	\$924.53	\$905.47	\$886.41	\$857.81	\$810.16	\$762.50
7	\$904.79	\$886.51	\$868.24	\$849.96	\$822.54	\$776.84	\$731.15
6	\$865.63	\$848.15	\$830.66	\$813.17	\$786.94	\$743.22	\$699.50
5	\$827.08	\$810.37	\$793.66	\$776.95	\$751.89	\$710.12	\$668.35
4	\$783.57	\$767.74	\$751.91	\$736.08	\$712.34	\$672.77	\$633.19
3	\$745.26	\$730.21	\$715.15	\$700.09	\$677.51	\$639.87	\$602.23
2	\$716.59	\$702.11	\$687.63	\$673.16	\$651.44	\$615.25	\$579.06
1	\$697.67	\$683.58	\$669.48	\$655.39	\$634.25	\$599.01	\$563.77

Apprentice Rates of Pay

Operative from the first full pay period to commence on or after 1 December 2005:

Apprenticeship Year	Weekly Wage	Level 5 %
1st Year	\$299.12	39.50%
2nd Year	\$397.56	52.50%
3rd Year	\$567.94	75.00%
4th Year	\$655.03	86.50%

Operative from the first full pay period to commence on or after 1 May 2006:

Apprenticeship Year	Weekly Wage	Level 5 %
1st Year	\$305.10	39.50%
2nd Year	\$405.51	52.50%
3rd Year	\$579.30	75.00%
4th Year	\$668.13	86.50%

Operative from the first full pay period to commence on or after 1 May 2007:

Apprenticeship Year	Weekly Wage	Level 5 %
1st Year	\$317.30	39.50%
2nd Year	\$421.73	52.50%
3rd Year	\$602.47	75.00%
4th Year	\$694.85	86.50%

Operative from the first full pay period to commence on or after 1 May 2008:

Apprenticeship Year	Weekly Wage	Level 5 %
1st Year	\$330.00	39.50%
2nd Year	\$438.60	52.50%
3rd Year	\$626.57	75.00%
4th Year	\$722.65	86.50%

Table 2 - Other Rates and Allowances

Operative from the first full pay period to commence on or after 1 December 2005:

Item No.	Clause	Description	Operative from the first full pay period to commence on or after 1 December 2005	Period
			\$	
1	13.1 (a)	Grade A	37.85	Per Week
2	13.1 (a)	Grade B	20.64	Per Week
3	13.1 (b)	Tools	16.72 (Bricklayer)	Per Week
4	13.1 (b)	Tools	23.72 (Carpenter/Plumber)	Per Week
5	13.1 (b)	Tools	6.03 (Painter/Signwriter)	Per Week
6	13.1 (b)	Tools	16.61 (Elec or Mech Trade)	Per Week
7	13.1 (c)	Disability	54.34	Per Week
8	13.2 (d)(i)	Cleaning Roofs	0.99	Per Hour
9	13.2 (e)	Explosive Tools	1.34	Per Day
10	13.1 (d)	Refractory	2.05	Per Hour
11	13.2 (f)	Epoxy	0.77	Per Hour
12	13.2 (f)	Epoxy Proximity	0.62	Per Hour
13	13.2 (g)	Spray Paint	0.58	Per Hour
14	13.2 (h)	Chokage	6.64	Per Day
15	24.1	Shift	29.00	Per Shift
16	17.9 (a)(ii)	Meal	9.96	
17	17.9 (b)(ii)	Meal	9.96	

Operative from the first full pay period to commence on or after 1 May 2006:

Item No.	Clause	Description	Operative from the first full pay period to commence on or after 1 May 2006	Period
			\$	
1	13.1 (a)	Grade A	38.61	Per Week
2	13.1 (a)	Grade B	21.06	Per Week

3	13.1 (b)	Tools	17.05 (Bricklayer)	Per Week
4	13.1 (b)	Tools	24.19 (Carpenter/Plumber)	Per Week
5	13.1 (b)	Tools	6.15 (Painter/Signwriter)	Per Week
6	13.1 (b)	Tools	16.94 (Elec or Mech. Trade)	Per Week
7	13.1 (c)	Disability	55.42	Per Week
8	13.2 (d)(i)	Cleaning Roofs	1.01	Per Hour
9	13.2 (e)	Explosive Tools	1.36	Per Day
10	13.1 (d)	Refractory	2.09	Per Hour
11	13.2 (f)	Epoxy	0.78	Per Hour
12	13.2 (f)	Epoxy Proximity	0.63	Per Hour
13	13.2 (g)	Spray Paint	0.59	Per Hour
14	13.2 (h)	Chokage	6.77	Per Day
15	24.1	Shift	29.58	Per Shift
16	17.9 (a)(ii)	Meal	10.15	
17	17.9 (b)(ii)	Meal	10.15	

Operative from the first full pay period to commence on or after 1 May 2007:

Item No.	Clause	Description	Operative from the first full pay period to commence on or after 1 May 2007	Period
			\$	
1	13.1 (a)	Grade A	40.15	Per Week
2	13.1 (a)	Grade B	21.90	Per Week
3	13.1 (b)	Tools	17.73 (Bricklayer)	Per Week
4	13.1 (b)	Tools	25.16 (Carpenter/Plumber)	Per Week
5	13.1 (b)	Tools	6.39 (Painter/Signwriter)	Per Week
6	13.1 (b)	Tools	17.62 (Elec or Mech Trade)	Per Week
7	13.1 (c)	Disability	57.64	Per Week
8	13.2 (d)(i)	Cleaning Roofs	1.05	Per Hour
9	13.2 (e)	Explosive Tools	1.42	Per Day
10	13.1 (d)	Refractory	2.17	Per Hour
11	13.2 (f)	Epoxy	0.81	Per Hour
12	13.2 (f)	Epoxy Proximity	0.66	Per Hour
13	13.2 (g)	Spray Paint	0.62	Per Hour
14	13.2 (h)	Chokage	7.04	Per Day
15	24.1	Shift	30.76	Per Shift
16	17.9 (a)(ii)	Meal	10.56	
17	17.9 (b)(ii)	Meal	10.56	

Operative from the first full pay period to commence on or after 1 May 2008:

Item No.	Clause	Description	Operative from the first full pay period to commence on or after 1 May 2008	Period
			\$	
1	13.1 (a)	Grade A	41.76	Per Week
2	13.1 (a)	Grade B	22.78	Per Week
3	13.1 (b)	Tools	18.44 (Bricklayer)	Per Week
4	13.1 (b)	Tools	26.16 (Carpenter/Plumber)	Per Week
5	13.1 (b)	Tools	6.65 (Painter/Signwriter)	Per Week
6	13.1 (b)	Tools	18.32 (Elec or Mech Trade)	Per Week
7	13.1 (c)	Disability	59.94	Per Week
8	13.2 (d)(i)	Cleaning Roofs	1.09	Per Hour
9	13.2 (e)	Explosive Tools	1.47	Per Day
10	13.1 (d)	Refractory	2.26	Per Hour
11	13.2 (f)	Epoxy	0.84	Per Hour
12	13.2 (f)	Epoxy Proximity	0.69	Per Hour
13	13.2 (g)	Spray Paint	0.64	Per Hour

14	13.2 (h)	Chokage	7.33	Per Day
15	24.1	Shift	31.99	Per Shift
16	17.9 (a)(ii)	Meal	10.98	
17	17.9 (b)(ii)	Meal	10.98	

SCHEDULE A

BLUE CIRCLE SOUTHERN CEMENT ROLES BASED STRUCTURES

	DATE AGREED
BERRIMA	
STORES	2/10/1998
MECHANICAL TRADES	28/9/1998
ELECTRICAL TRADES	4/10/1998
MECHANICAL NON TRADES	8/3/1999
PRODUCTION SHIFT	6/2/1998
PRODUCTION DESPATCH	30/6/1998
PRODUCTION SERVICES	2/9/1998
PHYSICAL LABORATORY	14/6/2000
MARULAN	
MAINTENANCE SERVICES	1/3/2000
SUPPLY STORE	4/1/2001
LABORATORY	26/4/2001
LIME PLANT PRODUCTION	Refer Schedule "C"
MALDON	
ELECTRICAL	10/2/2000
MECHANICAL	2/7/1999
STORE	31/5/2000
PRODUCTION	6/2/2000
STOCKHOUSE	31/2/2000
YARD SERVICES	1/6/1999
LABORATORY	12/3/2000

SCHEDULE B

This is a true copy of the Security of Employment Agreement made in 2000.

SECURITY OF EMPLOYMENT

While there are no anticipated large scale manning changes, it is still important to have an agreed process for handling Redundancies, whereby, as redundant positions are identified and agreed, then those who wish to take advantage of a voluntary redundancy offer are free and able to do so. This could be either directly - if the redundant position is their own - or indirectly, if another wishes to go, and a transfer is made from the redundant position to the position where the person wishes to go.

The existing arrangement does not have a clearly defined and agreed process and as a result there have been delays, debate and industrial disputation over redundant positions.

The Company is prepared to continue commitment to Employment Security in this Enterprise Agreement.

This commitment is given, understanding that:

1. it is part of the total package agreed for the EA i.e. Wages Outcome, and Log of Claims issues;
2. while we agree to maintain employment, this may mean that employees may have to move to other "meaningful work" as defined below;
3. at the same time as the Company is committed to employment security, we ask that employees be prepared to transfer to other "suitable positions" and undergo retraining if necessary;
4. this commitment cannot cover major unforeseen structural changes to the business;
5. we develop and use an agreed process for implementing change quickly and effectively;
6. this agreement would be included into our award.

We believe the process to be as follows.

1. In order to keep our business competitive and viable, we may need during the life of the agreement to introduce changes in technology, process or procedures etc. This in turn may lead to positions being identified as redundant by the company.
2. As has been our practice, we will have proper consultation on the need for positions to be redundant and seek to reach agreement with all affected parties and their representatives. There may be issues that come out of these discussions that are not agreed upon -eg after a position is made redundant the pay levels of those that remain in the area concerned or the level of manning in the area concerned, or generally. Any such disagreements will be resolved if at all possible in the work area.
3. Once agreement is reached (and outstanding issues such as manning etc are resolved), then a Voluntary Redundancy package will be offered.
4. If the person occupying the redundant position doesn't wish to take the offer, discussion will take place as to the available options, following consultation with all affected work groups to identify suitable positions. He may accept a suitable position identified or take a Redundancy and leave - or he may take on a project as an interim position until a suitable position becomes available -or he might remain in his existing job as an interim position until a suitable alternative becomes available. The person, his workgroup and his supervisor should agree to this.
5. The question of 'suitability' of the position will depend on the nature of the work, the skills and competencies required - and those held by the person concerned and satisfying the test of 'meaningful work'. Training may be required to fulfil the suitable position.
6. Once a suitable position becomes available, it will be assessed against those employees in interim positions and the most suitable person will be offered that position.
7. If the person does not accept the vacant position, it will be offered to the next most suitable person, until the position is filled.
8. If no person in an interim position takes the vacant position then the company will appoint the most suitable person to the vacant position (The current company selection process will be used).
9. To avoid any further doubt, people in interim positions will remain in those positions until they move into a vacant position.

Important Principles -

If Disagreements occur, the issues will be fully discussed at the site level, including the site committee. If agreement cannot be reached either party may apply to the Industrial Commission of NSW for resolution of the matter.

Protection of Rates and Conditions of Employment: We offer a pay retention agreement, as follows: "Where the reason for the move is due to a position becoming redundant: a person's grade is held for 2 years after which the rate of pay is held until such time as it matches the applicable rate of the new position. Shift allowance (including shift penalties) is phased out over 2 years, from the date of change.

Meaningful Work Consistent with Classification Structure & Skills: It is the company's intention to usefully employ people whose positions are redundant. This might mean staying in their current position or moving to a different area. It will be discussed with the employee on a case-by-case basis. Trades people will not be forced into non-Trades positions - or vice versa. It is not our intention to use the Yard crew as a 'dumping ground', nor to force people into positions for which they are unsuited, nor to force people to relocate to other sites. Meaningful work is not work that is designed to drive a person to leave either through boredom or humiliation etc. Having said this, a person should not stay in a position that is identified as redundant if this stalls the effective implementation of new work methods in the area concerned and a suitable vacant position exists or staying there means that the employee will not be undertaking meaningful work.

Suitability: A person will be suitable for a vacant position or an interim position if they currently possess the relevant skills etc or can learn the relevant skills through training.

Use of Contractors: The use of Contractors has existing protocols that will continue to be applied.

Individuals not pressured or singled out: Our interest is in whether the position is redundant - not the person.

Project Work will be used as a means of finding useful and meaningful work.

Where existing redundant positions exist (and they are identified as 3 T/A's and a fitter at Berrima and a Lab person at Maldon), then they will be covered by the existing agreement and understandings that relate to them. It is understood that all parties will work constructively towards reaching a conclusion on these identified positions.

SCHEDULE C

BLUE CIRCLE SOUTHERN CEMENT LTD MARULAN WORKS LIME PLANT CLASSIFICATION STRUCTURE

1. Dictionary

1.1 Definitions

In this schedule the following words in the left-hand column of the dictionary shall have the meaning given to them by the right hand column of the dictionary:

BCSC Blue Circle Southern Cement Limited;

Works: the Marulan Works operated by BCSC at Marulan South NSW; and

Lime Plant: the Lime Plant operated at the Works including the lime kiln, hydration plant, ancillary plant and bulk loading facility.

2. Application

2.1 Application

This schedule shall apply to BCSC employees working in the lime plant.

3. Award

3.1 Application of Award

To avoid any doubt, this schedule shall:

be read and construed with the award; and
override the award to the extent of any inconsistency and to the extent that this schedule covers any subject matter dealt with in the award.

4. Classifications. Etc

4.1 Classification of Lime Plant Employees

Employees employed by BCSC to work in the lime plant shall be classified by BCSC into one of the classifications in clause 4.3.

4.2 Rates of Pay

Employees classified in accordance with clause 4.1 shall be paid the ordinary time weekly rates of pay for the Levels ascertained from the award as set out in Table 1 Wages of this schedule.

4.3 Classifications

For the purposes of clause 4.1 the classifications are:

- (a) A Control Room Operator:
- (A) shall operate, control, monitor and adjust the operation of the lime plant generally using a computer based control processing system (the control system) and perform any tasks ancillary to this;
 - (B) shall troubleshoot production problems by utilising the control system;
 - (C) shall be responsible for the quality of and the outcomes from their own work;
 - (D) shall exercise such authority as is required to perform the role of Control Room Operator;
 - (E) shall liase with any relevant person to optimise the performance of the lime plant;
 - (F) shall exercise judgement and initiative to optimise the performance of the lime plant and ensure that products are produced within relevant customer specifications;
 - (G) may be responsible for the planning and direction of the work of others;
 - (H) shall apply knowledge with substantial depth;
 - (I) shall usually apply competencies within routines, methods and procedures but where discretion and judgement is required; and
 - (J) shall exercise the competencies set out below as required.

Competencies:

A Control Room Operator must have (and maintain) all competencies necessary to perform their work including but not limited to:

BCSC Marulan Domestic Competency Modules:

IKC, FK, BGP, CLN, HYD, TR, BHB, ELO, BC, LPA, KB, BLK, KBC

Or

Any National Industry Training Competencies as contextualised to the lime plant that might replace or substitute for the competencies set out above.

(b) A Senior Plant Attendant

- (A) shall attend to (which shall include but not be limited to monitoring and inspection) maintain (which shall include but not be limited to cleaning up, adjustments and retensioning, using selected hand tools) service (which shall include but not be limited to greasing, oil top up, adjusting pressures and changing filters) undertake routine mechanical repairs of the lime plant (which shall include but not be limited to adjusting the tension of conveyor brushes, belt cleaning, equipment adjustments, removal of hatches and guards, and assisting tradespersons) and perform any tasks ancillary to this;
- (B) shall be responsible for the quality of and the outcomes from their own work;
- (C) shall exercise such authority as is required to perform the role of Senior Plant Attendant;
- (D) shall liaise with the Control Room Operator or any other relevant person to assist in optimising the performance of the lime plant;
- (E) shall exercise judgement and initiative to optimise the performance of the lime plant;
- (F) may be responsible for the planning and direction of the work of others;
- (G) shall usually apply competencies within routines, methods and procedures but where discretion and judgement is required;
- (H) shall collect and test samples as required; and
- (I) shall exercise the competencies set out below as required.

Competencies:

A Senior Plant Attendant must have (and maintain) all competencies necessary to perform their work including but not limited to:

BCSC Marulan Domestic Competency Modules:

IKC, FK, BGP, CLN, HYD, TR, BHB, ELO, BC, LPA, KB

Or

Any National Industry Training Competencies as contextualised to the lime plant that might replace or substitute for the competencies set out above.

(c) A Plant Attendant:

- (A) shall attend to (which shall include but not be limited to monitoring and inspection) maintain (which shall include but not be limited to cleaning up, adjustments and retensioning, using selected hand tools) service (which shall include but not be limited to greasing, oil top up, adjusting pressures and changing filters) undertake routine mechanical repairs of the lime plant (which shall include but not be limited to, adjusting the tension of conveyor brushes, belt cleaning, equipment adjustments, removal of hatches and guards, and assisting tradespersons) and perform any tasks ancillary to this;

- (B) shall be responsible for the quality of and the outcomes from their own work;
- (C) shall exercise such authority as is required to perform the role of Plant Attendant
- (D) shall liaise with the Control Room Operator or any other relevant person to assist in optimising the performance of the lime plant;
- (E) shall exercise judgement and initiative to assist in optimising the performance of the lime plant;
- (F) shall usually apply competencies within routines, methods and procedures but where discretion and judgement is required;
- (G) may be responsible for the direction of the work of others;
- (H) shall collect and test samples as required; and
- (I) shall exercise the competencies set out below as required.

Competencies:

A Plant Attendant must have (and maintain) all competencies necessary to perform their work including but not limited to:

BCSC Marulan Domestic Competency Modules:

IKC, FK, BGP, CLN, HYD, TR, BHB, ELO, BC, LPA

Or

Any National Industry Training Competencies as contextualised to the lime plant that might replace or substitute for the competencies set out above.

(d) Bagger

- (A) shall fill, palletise, stack, bag and load lime products and perform any tasks ancillary to this;
- (B) shall be responsible for the quality of and the outcomes from their own work;
- (C) shall exercise such authority as is required to perform the role of a Bagger;
- (D) shall liaise with the Control Room Operator or any other relevant person to assist in optimising the performance of the bagging operation;
- (E) shall exercise limited judgement and initiative to optimise the performance of the bagging operation;
- (F) shall perform work within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion only;
- (G) shall collect and deliver samples as required; and
- (H) shall exercise the competencies set out below as required.

Competencies:

A Bagger must have (and maintain) all competencies necessary to perform their work including but not limited to:

BCSC Marulan Domestic Competency Modules:

IKC, FK, BGP, CLN, HYD

Or

Any National Industry Training Competencies as contextualised to the lime plant that might replace or substitute for competencies set out above.

- (e) An employee classified as Entry Level (Bagger In Training):
- (A) shall be so classified until they are assessed as competent to be classified in another classification;
 - (B) shall undertake training etc to become competent to perform the work of a Bagger;
 - (C) shall perform work within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion only;
 - (D) shall work under routine supervision with intermittent checking;
 - (E) shall collect and deliver samples as required; and
 - (F) shall exercise the competencies set out below as required.

Competencies:

An Entry Level (Bagger In Training) employee must have (and maintain) all competencies necessary to perform their work including but not limited to:

BCSC Marulan Domestic Competencies Modules:

IKC

Or

Any National Industry Training Competencies as contextualised to the lime plant that might replace or substitute for the competencies set out above.

5. Progression

(a) Training

An employee may undertake training to obtain a new competency module with the consent of BCSC, and subject to the business needs of BCSC.

5.2 Progression to a Higher Classification

An employee may only progress to a higher classification on completing (and being assessed as having successfully completed) all of the competency modules for the higher classification and on being selected for a position when a position becomes available.

6. No Reduction in Rate of Pay

6.1 Commitment of BCSC

Having been classified in accordance with clause 4.1, should the classification have a rate of pay lower than the rate paid to an employee prior to being so classified, the employee shall continue to receive the higher rate of pay until such time as they are classified with the same or a higher rate.

(a) Commitment by Employee

If an employee is assigned to a particular classification at the commencement of this schedule and has not successfully completed all of the competency modules for that classification the employee must successfully complete all of the competency modules for that particular classification within a 6 month period from the commencement date or they shall be classified in the next lowest classification for which they have all of the competency modules.

7. Relief

7.1 Obligation

To avoid any doubt an employee shall relieve in any classification as required to their level of competency or under the general supervision of a competent employee or supervisor.

7.2 Relief Rate

- (a) Where an employee relieves in a higher classification, the rate of pay for the employee will be determined in accordance with the practice existing at BCSC's Berrima plant.
- (b) Whenever an employee relieves in a classification that attracts a lower rate than their classified rate they shall be paid their classified rate for the time so worked.

8. Pre Existing Conditions

It is the intention of the parties that this Schedule (which contains a new classification structure) will replace all past practices, understandings and arrangements, both written and unwritten, relating to the classification of Lime Plant (as defined) employees.

9. No Precedent

The parties agree that this Schedule shall not be used to support or justify any claims or variations (or applications for claims or variations) made with respect to:-

- (i) the Award; or
- (ii) any other award or industrial agreement applying within BCSC.

Classification	Award Level of Pay
Control Room Operator	9
Senior Plant Attendant	7*
Plant Attendant	6**
Bagger	4†
Entry Level	1

* Existing LPAS will be grandfathered at level 8 rate of pay upon translating into the Senior Plant Attendant Classification and should, in the future, C Feldtman, P Parlett or D Denham be appointed as Senior Plant Attendant they will be paid at Level 8 while so classified.

** This rate absorbs and includes the existing dust allowance/bonus which shall no longer be paid.

† This rate absorbs and includes the existing dust allowance/bonus which shall no longer be paid.

SCHEDULE D

3	682.35	675.53	661.88	648.23	634.58	614.11	580.00	545.88
2	656.09	649.53	636.41	623.29	610.17	590.49	557.68	524.88
1	638.78	632.39	619.61	606.84	594.06	574.90	542.96	511.02

Operative from the first full pay period to commence on or after 1 May 2006:

Post Election Ordinary Time Rate of Pay

Level	No Election	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
	\$	\$	\$	\$	\$	\$	\$	\$
10+10%	1,112.02	1,100.90	1,078.66	1,056.42	1,034.18	1,000.82	945.22	889.62
10+5%	1,061.60	1,050.99	1,029.76	1,008.52	987.29	955.44	902.36	849.28
10+3.4%	1,045.06	1,034.61	1,013.71	992.81	971.91	940.55	888.30	836.05
10	1,010.97	1,000.86	980.64	960.42	940.20	909.87	859.32	808.77
9	936.02	926.66	907.94	889.22	870.50	842.42	795.61	748.81
8	881.22	872.41	854.78	837.16	819.53	793.10	749.04	704.98
7	844.98	836.53	819.63	802.73	785.83	760.48	718.23	675.99
6	808.41	800.33	784.16	767.99	751.82	727.57	687.15	646.73
5	772.40	764.68	749.23	733.78	718.34	695.16	656.54	617.92
4	731.78	724.46	709.82	695.19	680.55	658.60	622.01	585.42
3	696.00	689.04	675.12	661.20	647.28	626.40	591.60	556.80
2	669.22	662.52	649.14	635.76	622.37	602.29	568.83	535.37
1	651.55	645.03	632.00	618.97	605.94	586.40	553.82	521.24

Operative from the first full pay period to commence on or after 1 May 2007:

Post Election Ordinary Time Rate of Pay

Level	No Election	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
	\$	\$	\$	\$	\$	\$	\$	\$
10+10%	1,156.50	1,144.94	1,121.81	1,098.68	1,075.55	1,040.85	983.03	925.20
10+5%	1,104.07	1,093.03	1,070.95	1,048.86	1,026.78	993.66	938.46	883.25
10+3.4%	1,086.86	1,075.99	1,054.26	1,032.52	1,010.78	978.18	923.83	869.49
10	1,051.41	1,040.89	1,019.86	998.84	977.81	946.27	893.69	841.12
9	973.46	963.72	944.25	924.78	905.32	876.11	827.44	778.77
8	916.47	907.30	888.97	870.64	852.31	824.82	779.00	733.17
7	878.78	869.99	852.42	834.84	817.27	790.90	746.96	703.02
6	840.75	832.34	815.53	798.71	781.90	756.67	714.64	672.60
5	803.30	795.27	779.20	763.13	747.07	722.97	682.80	642.64
4	761.05	753.44	738.22	722.99	707.77	684.94	646.89	608.84
3	723.84	716.60	702.12	687.64	673.17	651.45	615.26	579.07
2	695.99	689.03	675.11	661.19	647.27	626.39	591.59	556.79
1	677.61	670.84	657.28	643.73	630.18	609.85	575.97	542.09

Operative from the first full pay period to commence on or after 1 May 2008:

Post Election Ordinary Time Rate of Pay

Level	No Election	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
	\$	\$	\$	\$	\$	\$	\$	\$
10+10%	1,202.76	1,190.73	1,166.68	1,142.62	1,118.57	1,082.49	1,022.35	962.21
10+5%	1,148.23	1,136.75	1,113.78	1,090.82	1,067.85	1,033.41	976.00	918.58
10+3.4%	1,130.34	1,119.03	1,096.43	1,073.82	1,051.21	1,017.30	960.79	904.27
10	1,093.46	1,082.53	1,060.66	1,038.79	1,016.92	984.12	929.44	874.77
9	1,012.40	1,002.27	982.02	961.78	941.53	911.16	860.54	809.92
8	953.13	943.59	924.53	905.47	886.41	857.81	810.16	762.50
7	913.93	904.79	886.51	868.24	849.96	822.54	776.84	731.15
6	874.38	865.63	848.15	830.66	813.17	786.94	743.22	699.50
5	835.43	827.08	810.37	793.66	776.95	751.89	710.12	668.35
4	791.49	783.57	767.74	751.91	736.08	712.34	672.77	633.19
3	752.79	745.26	730.21	715.15	700.09	677.51	639.87	602.23
2	723.82	716.59	702.11	687.63	673.16	651.44	615.25	579.06
1	704.72	697.67	683.58	669.48	655.39	634.25	599.01	563.77

Election

Having taken my own independent financial and taxation advice on the matter, I [insert employee name] classified on Level [insert level] elect in accordance with clause 36 of the Blue Circle Southern Cement (State) Award to forgo:

1%;

3%;

5%;

7%;

10%;

15%; or

20% [circle percentage elected],

of my weekly ordinary time rate of pay in return for increased employer funded superannuation contributions equal to this percentage.

In making this election, the elected percentage when added to the minimum Superannuation Guarantee Contribution does not exceed the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1936 (Cth).

Signed by [insert employee name].....

Confirmed by BCSC [insert name].....

Date.....

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1219)

SERIAL C4225

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF
CORRECTIVE SERVICES) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Public Service Association of NSW, industrial organisation of employees.

(No. IRC 3818 of 2005)

Before Mr Deputy President Sams

30 November 2005

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Definitions
4. Conditions Fixed by Other Instruments of Employment
5. Principles of Understanding
6. Hours of Work
7. Public Holidays
8. Rostered Day Off
9. Additional Hours
10. Ranking Structure
11. Annualised Salary Package and Allowances
12. Recreation Leave
13. Annual Leave Loading
14. Leave Entitlements
15. Higher Duties
16. Performance Agreement
17. Permanent Part-Time
18. Professional Conduct
19. Equality of Employment & Elimination of Discrimination
20. Harassment Free Workplace
21. Anti-Discrimination
22. Occupational Health and Safety

23. Flexible Working and Operational Arrangements
24. Deduction of Union Membership
25. Grievance and Dispute Resolution Procedures
26. No Further Claims
27. Savings of Rights
28. Transitional Arrangements
29. Area, Incidence and Duration

Part B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

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

"Association" means the Public Service Association of New South Wales.

"Assistant Superintendent" means a commissioned officer occupying a position at the rank of Assistant Superintendent.

"Award" means this Award.

"Commissioner" means the Chief Executive Officer of the Department as listed in Column 2 of Schedule 1 of the Act.

"Department" means the Department of Corrective Services, as specified in Schedule 1 of the Act.

"General Manager" means a commissioned officer occupying a position at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Commissioner.

"Manager Business Unit" means a commissioned officer occupying a position of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services & Employment" means a commissioned officer occupying a position of Manager Centre Services & Employment in Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a position of Manager of Industries Level 1 or Level 2 in Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a position of Manager Security.

"Officer" means and includes all persons substantively or temporarily appointed to a position within the Department pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services & Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the positions covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a position of Operations Manager in Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

"Regional Business Manager" means a commissioned officer occupying a position of Regional Business Manager within Corrective Services Industries.

"Regulation" means the Public Sector Employment and Management (General) Regulation, 2002.

"Senior Assistant Commissioner Inmate and Custodial Services" means the person occupying or acting in the position of Senior Assistant Commissioner Inmate and Custodial Services.

"Senior Assistant Superintendent" means a commissioned officer occupying a position at the rank of Senior Assistant Superintendent.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2002, with the exception of Clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91- 107 inclusive.

4.1.2 Crown Employees (Transferred Employees Compensation) Award.

4.2 The following Agreement made pursuant to Section 130 of the Act, insofar as it fixes conditions of employment applying to officers covered by the Award, which are not fixed by this Award, shall continue to apply:

4.2.2 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No.2354 of 1981.

4.3 Except as expressly provided by this Award, and except where conditions

are covered by the Awards and the Agreement referred to in subclauses 4.1 and 4.2 above, the conditions of employment for officers shall be determined by the provisions of the Act, the Regulation and the New South Wales Public Service Personnel Handbook.

5. Principles of Understanding

5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department's operations.

5.2 The parties agree to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.

5.3 The parties agree to implement changes to rostering practices and procedures through the promulgation of a twelve week roster, with the preparation of rosters to be undertaken by the Central Roster Unit under the control of the Senior Assistant Commissioner Inmate and Custodial Services or delegate.

5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

5.4.1 To this end, the parties agree to review the success of new practices introduced as a result of this Award after twelve months of its operation.

5.4.2 Matters to be included in this review may include, but will not be limited to:

- i. Fair allocations of weekend and shift work
- ii. Minimisation of work required outside the Hours of Work as described in Clause 6 of this Award, and
- iii. Compliance with the provisions of the NSW *Occupational Health and Safety Act, 2000*.

6. Hours of Work

- 6.1 The ordinary full time hours of employment for officers on a 5 day working arrangement employed under this Award shall be an average of 38 hours per week, to be worked Monday to Friday inclusive. In exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.
- 6.2 The ordinary full time hours of employment for officers on a 7 day or 5 of 7 day working arrangement employed under this Award shall be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.
- 6.3 Week-end work for 7 day and 5 of 7 day workers shall be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers shall not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.
- 6.4 Officers shall have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.
- 6.5 Officers may, with the approval of the Central Roster Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

7. Public Holidays

- 7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.2 When rostered off on a public holiday - no additional compensation or payment.
- 7.3 When rostered on a public holiday and work performed - no additional payment.
- 7.4 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve(12) months from 1st December one year to 30th November the next year.	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- 7.5 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

- 7.5.1 Where employment of an officer is terminated or the officer retires, the officer shall be entitled to be paid the additional payment that may have accrued under this subclause from the preceding 1st December until the date of termination or retirement.

- 7.5.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination or retirement.
- 7.6 Officers who are directed to work on the Public Service Holiday as determined by the Commissioner within the Christmas/New Year period are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years Day Public Holiday.

8. Rostered Days Off

- 8.1 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 below.
- 8.2 An officer's rostered day off shall be determined by the Department having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.
- 8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. When the rostered day off is changed by mutual agreement, another day shall be substituted in the current cycle. Should this not be practicable, the rostered day must be given and taken in the next roster cycle.
- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 shall be 12 days per annum. There shall be no accrual towards a rostered day off during the first four weeks of annual leave.
- 8.5 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers compensation and extended leave are current throughout the roster period. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive:
- 8.6.1 payment in lieu of rostered days off
- and/or
- 8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment shall be made on the first pay period after 1st December each year.

9. Additional Hours

- 9.1 No payment for additional hours to the ordinary hours of employment shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift shall be entitled to time off in lieu on the basis of an hour off for each additional hour worked as outlined in the Departmental Time Off in Lieu protocols.
- 9.3 Time off in lieu shall be granted at a mutually agreeable time between the officer and the General Manager, but must account for the operational needs of the workplace and shall be taken within one month of the date such additional work is performed.

- 9.4 Should it not be possible for this time off in lieu referred to in Clause 9.3 above to be granted within one month of the date the additional work is performed, time off in lieu shall be taken within a further 28 day period.
- 9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in Clauses 9.3 and 9.4 above, such time shall be paid at the rate of single time for all hours worked.
- 9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with Clauses 9.3 to 9.5 of the Award and with the associated Departmental Time Off in Lieu protocols.
- 9.7 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked. A minimum of 3 hours shall be paid for each recall to duty on account of an emergency.
- 9.8 Work undertaken on account of an emergency outside of ordinary hours of duty shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Sunday inclusive. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus \$1.
- 9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.
- 9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There shall be no additional payment for this work time.

10. Ranking Structure

- 10.1 The following ranking structure shall apply:
- Senior Assistant Superintendent (commissioned officer)
 - Assistant Superintendent (commissioned officer)
 - Operations Manager (commissioned officer)
 - Manager of Industries Levels 1 and 2 (commissioned officer)
 - Manager Centre Services & Employment (commissioned officer)
 - Manager Business Unit (commissioned officer)
- 10.2 The Commissioner reserves the right to transfer officers in accordance with Section 87 of the Act, if such action is considered to be in the best interests of the Department.
- 10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Commissioner or delegated officer. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the Crimes Administration of Sentences Act. Nothing in this sub clause diminishes the right of the Commissioner to direct transfers in accordance with Section 87 of the Act.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment, including an Incidental Allowance, except as otherwise contained in this Award.

- 11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of Clauses 9.6 to 9.8 of this Award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B Monetary rates of the Crown Employees (Public Service Conditions of Employment) Award, 2002 as follows:
- 11.3.1 The rate equivalent to the Dinner rate when working a double shift;
- 11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;
- 11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm; 11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the provisions of Clauses 28, 29 and 30 of the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 11.4 Salary Sacrifice: An officer may elect, subject to the agreement of the Department, to sacrifice a portion of salary to superannuation in accordance with the provisions of Clause 6 of the Crown Employees (Public Sector- Salaries 2004) Award or any Award replacing it.
- 11.5 Salary Packaging: An officer may, subject to the agreement of the Department, elect to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2004) Award or any Award replacing it.

12. Recreation Leave

- 12.1 Officers under this Award engaged as 5 day workers, Monday to Friday, shall be entitled to recreation leave in accordance with the provisions of the Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2002, that is, four weeks paid leave for each completed year of service.
- 12.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive recreation leave at the rate of 6 weeks per annum inclusive of any public holidays.
- 12.3 Limits on accumulation and direction to take recreation leave shall be in accordance with subclause 81 (b) to (d) of the Crown Employees (Public Service Conditions of Employment) Award 2002.
- 12.4 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by subclause 81 (b) (1) of the Crown Employees (Public Service Conditions of Employment) Award 2002, except by agreement with the Commissioner in special circumstances.
- 12.5 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

13. Annual Leave Loading

- 13.1 Annual Leave loading payable to officers under this Award shall be paid in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 or its replacement.

14. Leave Entitlements

- 14.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with Part 6 of the Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2002 or its replacement.
- 14.2 Extended leave entitlements shall be granted and administered in accordance with Section 55 and Schedule 3 of the Act and the Crown Employees (Public Service Conditions of Employment) Award or its replacement.

15. Higher Duties

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position) shall be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- 15.2 This higher duties allowance shall be paid on a daily basis.
- 15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher position under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005 shall be paid a higher duties allowance to the higher position on a daily basis when such work is performed.

16. Performance Agreement

- 16.1 All officers shall enter into a performance agreement with the Department.
- 16.2 Performance agreements will be reviewed every 6 months by the General Manager. Officers who have not met the targets in a performance agreement shall be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Commander should an officer disagree with a review.
- 16.3 The parties recognise that the Commissioner, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Permanent Part-Time

- 17.1 The Department is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements shall be acceptable to both the Department and the officer and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issues by the Public Employment Office in October 1995.

18. Professional Conduct

- 18.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the Departmental Corporate Plan.
- 18.2 Conduct of duties: Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers shall be professional in their conduct with the public, other staff and inmates.

- 18.3 Dress Code: Officers shall comply with the requirements of the Departmental Dress Code, shall ensure their dress and grooming is of the highest standard and shall wear and display Departmental name tags. Officers are responsible for ensuring that all staff under their supervision comply with the Departmental Dress Code.
- 18.4 Case Management: Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by Departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

19. Equality of Employment and Elimination of Discrimination

- 19.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment Free Workplace

- 20.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 20.2 Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 20.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Association.
- 20.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 20.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

21. Anti-Discrimination

- 21.1 It is the intention of the parties bound by this Award to seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

- 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

22. Occupational Health and Safety

- 22.1 At all times officers shall comply with the *Occupational Health and Safety Act 2000*.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 22.2.1 Implementation of appropriate health and safety procedures;
- 22.2.2 Appropriate management and risk assessment practices;
- 22.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare;
- 22.2.4 Management and employee participation on Safety Committees.
- 22.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

23. Flexible Working Arrangements

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices guidelines.
- 23.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups.
- 23.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 23.4 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 Any direction made pursuant to this clause shall be consistent with the Centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and the Department's obligation to provide a safe and healthy work environment.

24. Deduction of Union Membership Fees

- 24.1 The Association shall provide the Department with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 24.3 Subject to the above subclauses, the Department shall deduct the Association's fortnightly membership fees from the pay of any employee who is an Association member in accordance with the Association's rules, provided the employee has authorised the Department to make such deduction.
- 24.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employee's membership accounts.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

- 25.2 A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a Departmental policy or procedure.

- 25.3 A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

- 25.4 The parties to this Award are committed to following the steps set out below and shall continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

- 25.5 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

Step 1: The matter is discussed between the officer(s) and the relevant supervisor. If the matter remains unresolved, follow Step 2.

Step 2: The matter is discussed between the officer(s), the Association's delegate or officer's nominated representative and their supervisor. If the matter remains unresolved, follow Step 3.

Step 3: The matter is discussed between the officer(s), the Association's delegate or officer's nominated representative, the supervisor and the General Manager. If the matter remains unresolved, follow Step 4.

Step 4: The matter is discussed between the Senior Assistant Commissioner Inmate and Custodial Services and representatives from Human Resources in the case of a grievance or Workforce Relations

in the case of a dispute, and the union delegate and/or a union official or officer's nominated representative. If the matter remains unresolved, follow Step 5.

Step 5 The matter is discussed between senior representatives of the Department and the relevant Association officials and/or officer's nominated representative.

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

Step 6: The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW Industrial Relations Act, 1996, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

- 25.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

26. No Further Claims

- 26.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered in this Award.

27. Savings of Rights

- 27.1 Should there be a variation to the Crown Employees (Public Sector Salaries- 2004) Award, or to an award replacing it, during the term of this Award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

28. Transitional Arrangements

- 28.1 As at the operative date of this Award, officers substantively appointed to positions which were previously covered by the Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 shall receive the annualised salary package as set out in Clause 11 above and the conditions of employment as set out in this Award on commencing duties in a position covered by this Award on or after 9 January 2006.

29. Area, Incidence and Duration

- 29.1 This Award shall apply to all officers as defined in Clause 3 Definitions of this Award and rescinds and replaces the Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).
- 29.2 This Award shall take effect from the beginning of the first full pay period commencing after the 8 January 2006 and shall remain in force thereafter for a period of three years.

PART B

Schedule 1 - Annualised Salary Package

- 1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary on commencement of the Award \$	Annualised Salary from the first full pay period on or after 1 July 2006 \$	Annualised Salary from the first full pay period on or after 1 July 2007 \$
Senior Assistant Superintendent 7 day or any 5/7 days	85,525	88,946	92,504
Assistant Superintendent 7 day or any 5/7 days	80,055	83,257	86,587

Senior Assistant Superintendent 5 day	80,845	84,079	87,442
Assistant Superintendent 5 day	75,375	78,390	81,526

1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary on commencement of the Award \$		Annualised Salary first full pay period on or after 1 July 2006 \$		Annualised Salary first full pay period on or after 1 July 2007 \$	
	Yr 1	Yr 2	Yr 1	Yr 2	Yr 1	Yr 2
Regional Business Manager 5 day	90,825		94,458		98,236	
	93,160		96,886		100,761	
	97,159		101,045		105,087	
	100,749		104,779		108,970	
Operations Manager	96,652		100,518		104,539	
Manager of Industries Level 1 5 day	89,185		92,752		96,462	
Manager of Industries Level 2 Any 5 of 7 days	89,558		93,140		96,866	
Manager Centre Services & Employment Manager of Industries level 2 5 day	84,878		88,273		91,804	
Manager Business Unit any 5/7days	85,525		88,946		92,504	
Manager Business Unit 5 day	80,845		84,079		87,442	

1.3 The salaries in clause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

PART B**Schedule 2 - Other Allowances**

2.1	Hosiery	\$240.00 per annum	Clause 11.2
-----	---------	--------------------	-------------

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(1633)

SERIAL C4349

**K&R FABRICATIONS (W'GONG) PTY LTD (PORT KEMBLA
STEELWORKS) MAINTENANCE AWARD 2006 - 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, industrial organisation of employees and State Peak Council.

(No. IRC 456 of 2006)

Before Commissioner Connor

6 February 2006

AWARD**1. Title**

This Award shall be known as the K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2006-2009.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Application and Parties Bound
4.	Terms of Award
5.	Objectives of Award
6.	Intent
7.	Performance Initiatives
8.	Contract of Employment
9.	Wages and Allowances
10.	Working Arrangements
11.	Meal Breaks
12.	Annual Leave
13.	Public Holidays
14.	Long Service Leave
15.	Personal Leave
16.	Parental Leave
17.	Jury Service
18.	Union Membership and Elected Delegates
19.	Trade Union Training
20.	Clothing and Personal Protective Equipment
21.	Superannuation
22.	Income Protection Insurance
23.	Notice Boards
24.	Employment Security

25. Right of Entry
26. Employee Entitlements
27. Abandonment of Employment
28. Blood Donors
29. Anti Discrimination and Harassment
30. Duress
31. Transmission of Business
32. Dispute Avoidance Procedure
33. Disciplinary Protocol
34. Reserved Matters

3. Application and Parties Bound

This Award shall apply to K&R Fabrications (W'Gong) Pty Ltd, all its employees employed in the classifications set out in Clause 9 of this Award, who are performing mechanical maintenance, modification, shutdown and engineering work at Bluescope Steel Port Kembla Steelworks and the unions party to this Award.

The Parties to this Award are:

K&R Fabrications (W'Gong) Pty Ltd ABN 56 002 396 849

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (AFMEPKI.U)

The Australian Workers Union, New South Wales (AWU) - Port Kembla Branch; and

Employees of K&R Fabrications (W'Gong) Pty Ltd who are members or entitled to be members of the organisations detailed above and are engaged in classifications specified in the said Clause 9.

4. Term of Award

- 4.1 This Award will come into operation from the 28th February 2006 and shall wholly displace all other agreements and awards that would otherwise apply to employees under this award. This award rescinds and replaces the K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2004 - 2007, published 1 April 2005 (349 I.G. 870) and shall remain in force until 28th February 2009.
- 4.2 The Parties agree to commence negotiations for a successor Award three (3) months prior to 28th February 2009.
- 4.3 The Parties to this Award shall not pursue any extra claims as per the period nominated in Clause's 4.1. & 4.2.

5. Objectives of Award

The objectives of this Award are to:

Enable the company to perform work in the area covered by the Agreement in a productive, efficient and orderly way, and

Provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

Encourage employees to work in a productive, efficient, flexible and safe way in accordance with their full skill and competence to meet the requirements of the employer and its client.

6. Intent

The intent of this award is to create an environment that enables employees to work together in a cooperative manner.

7. Performance Initiatives

The Parties recognise the financial performance of the Company and their respective futures, prosperity and employment security are inextricably linked. There are a range of issues that represent opportunities to enhance the Company's performance in the areas of health and safety, Company and employee relationships, learning and development, quality, productivity, efficiency, flexibility, cost effectiveness and achievement of contractual Performance Targets.

7.1 Continuous Improvement and Innovation

The Parties to this Award are committed to the philosophy of continuous improvement and innovation through effective people and business management. Employees will be encouraged to contribute not only through effort but also through good ideas. We will also promote the concept of employees challenging decisions where there maybe better ways of doing things.

7.2 Occupational Health and Safety

This clause is to be read in conjunction with the NSW OH&S Act 2000.

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

The employer may, from time to time, issue regulations designed to increase safe working practices and conditions. On a variety of projects and sites where the employer undertakes work and regulations and the policies and practices of the employer are in force concerning safety restrictions, it is an express condition of employment of all employees covered by this Award that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to this Agreement that failure to observe these regulations can be grounds for instant dismissal. It shall be the duty of the employers to ensure that each employee is made aware of the regulations in force on the project or site on which such employee works. Employees will assist contractors in the implementation of safety programs, which are based on continuous improvement.

7.3 Consultative Committee

The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision making process. The committee will consist of an equal number of company and union representatives and the parties will work to set up their own charter on establishment.

The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (I) Introduction of new technology
- (ii) Changes to work organisation
- (iii) Expansion and investment
- (iv) Quality
- (v) Productivity improvement
- (vi) new management practices

Union representatives will have an open invitation to participate in the committee and will have adequate time and access to the employees they represent:

- (i) prior to the Committee meetings to prepare for agenda items
- (ii) Following Committee meetings to report back, when necessary, on issues discussed.

Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

7.4 Apprenticeships

The Company supports the philosophy of apprenticeships. This is seen as an investment for the future. It benefits the apprentice, the community and the business. It is the intent of the Parties to pursue the introduction of an Apprenticeships program involving K&R Fabrications.

7.5 Equal Employment Opportunity

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

8. Contract of Employment

The Parties to this Award are committed to the philosophy of full time employment, but also recognise that to be competitive alternative work arrangements will be required. Casual, part time and fixed term employees will be balanced with the needs of the Business. In short term situations such as shut downs, specialised work, and emergency work, alternative employment arrangements will be introduced.

8.1 Nature of Employment

Employment may be casual, part-time, full-time, or fixed term as is specified in the formal Letter of Offer of Employment. Employees shall perform work according to the following conditions:

By arrangement, employees shall work the ordinary working hours according to the work roster as the business needs may require from time to time as identified in Clause 11 of this Award.

Employees are expected to work reasonable overtime as required by the Company in addition to the rostered ordinary working hours.

Employees must use such protective clothing and equipment provided by the Company for specific circumstances.

Employees must comply with safety requirements of the Company.

8.2 Types of employment

8.2.1 Full Time Employment

An employee who has not been specifically employed on a part time or casual basis shall be deemed to be employed full time. K&R Fabrications shall not contract outside of this Award. In other words there will be no other forms of employment for employees bound by this Award except for those contained within Clause 8 of this Award (eg. no individual contracts, Australian Workplace Agreements or Prescribed Payment Systems).

8.2.2 Fixed Term Employment

The introduction of fixed term employment may be agreed between the parties to suit the circumstances of the business.

8.2.3 Part Time Employment

By mutual agreement between the Parties, an employee who is employed on a part-time basis shall be offered a fixed number of hours of not less than 12 hours in any one week period, and not more than 37.5 hours in a one week period, as agreed and confirmed in writing at the time of engagement or as varied by consent thereafter. A part time employee shall be entitled to all leave benefits contained in this Award on a pro-rata basis. The hourly rate for a part time employee shall be calculated by reference to the applicable hourly rate contained in Clause 9 of the Award.

8.2.4 Casual Employment

A casual employee is one engaged for a minimum period of one (1) day and paid as such. A minimum of four (4) hours per day will apply where work is not available due to reasons beyond the control of the employer. The engagement of a casual may be terminated at any time upon one hours notice or by payment in lieu. Employees engaged as casuals for a continuous period of six (6) weeks will be entitled to full time employment and shall be advised in writing of such by the Company. A casual employee shall not be employed for more than six (6) weeks continuously. Consultation and agreement may extend this period of engagement with employee representatives.

Casual employees working ordinary time shall be paid 1/38th of the weekly wage, prescribed in Clause 9 of the Award, for each hour worked. A casual employee shall not be entitled to any leave, public holidays, notice or severance benefits contained in this Agreement but shall receive in lieu a loading of 25% of the ordinary rate of pay.

Unless there is an agreement between the parties, casual employees will only be employed when unplanned, unexpected changes in the workload or planned peak requirements require a short-term increase in the number of employees.

8.3 Apprentices

Where apprentices are employed directly by the Company, then the conditions of this Award shall apply except for remuneration, which is specified as a percentage of the trade rate at 100%. The specific percentages to apply are as follows:

First Year Apprentice	42%
Second Year Apprentice	55%
Third Year Apprentice	75%
Fourth Year Apprentice	88%

Where the Company employs a new 'adult employee apprentice' (21 years of age or more), then that employee shall be remunerated at the 85% wage rate of a trades person for the term of the apprenticeship until overtaken by the Apprenticeship rate.

For existing adult employees who through Company approval undertake an adult apprenticeship will be paid at their current classification rate.

8.4 Probation

The continued employment of full time and part time new employees (other than a casual employee) will be subject to the satisfactory completion of eight weeks on the job probationary period. During that time, probationary employees shall be provided with feedback on a monthly basis as how they are performing. At the conclusion of the probationary period the Company shall either confirm the employee's continued employment or terminate the employment of the employee in consultation with the work team. Provided that during the probationary period the employment of a probationary employee may be terminated by either party on the giving of notice of one week.

8.5 Performance of Duties

K&R Fabrications 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, and payment will be in accordance with the classification structure.

8.6 Absence without Pay

Any employee not attending for duty shall not be paid for the actual time of such absence unless the absence is in accordance with paid leave contained in this Award and has been authorised.

8.7 Termination of Employment

Notice for termination or dismissal of employment will be in accordance with the following:

Period of Continuous Service	Notice Period
More than 1 month but less than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but no more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Note:

Payment in lieu of notice shall be made if the appropriate notice period is not given. The notice of termination required to be given by an employee shall be the same as that required of an employer. By mutual agreement, the parties may enter into an arrangement that suits either party with a minimum notice period of not less than one (1) week. An employee required to work during their notice period shall have that amount deducted whilst not at work during the notice period as required by the Company. (Notice period is increased by one week if an employee is over 45 years of age, subject to having completed at least two (2) years continuous service with the employer.

8.8 Redundancy Provisions

Redundancy means when a position is surplus to the needs of the Business, and where there is no alternative employment for the person/s occupying that position/s. Employees who choose to terminate their employment are not eligible for Redundancy and summary dismissal does not entitle employees to a Redundancy payment. The following provisions shall apply:

Period of Continuous Service	Redundancy Pay	
	Employee is under 45 Years of Age	Employee is 45 Years or More
Less than 1 year	Nil	Nil
At the completion of one (1) year	4 Weeks	5 Weeks
At the completion of two (2) years	7 Weeks	8.75 Weeks
At the completion of three (3) years	10 Weeks	12.5 Weeks
At the completion of four (4) years	12 Weeks	15 Weeks
At the completion of five (5) years	14 Weeks	17.5 Weeks
At the completion of six (6) years or more	16 Weeks	20 Weeks

K&R Fabrications has the right to dismiss an employee without notice for gross misconduct on the employee's part, which justifies summary dismissal.

In the event of summary dismissal, payment will be made up to the time of dismissal only. For example, theft of company property, violence against an employee or employer, vandalism or destruction of company property or other such matters warranting instant dismissal

8.9 Recovery of Monies Owed

It is agreed that in the event of an employee's employment being terminated for any reason, any monies advanced to the employee by K&R Fabrications shall be recovered by the Company from any accrued entitlements owing to the employee and in accordance with the law.

8.10 Stand Downs

The Company is entitled to deduct payment for any day on which an employee cannot be usefully employed through any cause which the employer could not reasonably have prevented such as power and fuel shortages.

8.11 Facilities

K&R Fabrications shall provide on-site facilities for its employees. These facilities shall be made available to all employees and comply with all relevant policies of K&R Fabrications and prevailing laws.

8.12 Transport of Employees

It is a condition of employment that all employees ensure they transport themselves to and from work. Employees are responsible for getting to and from work whether by personal or public transport. An employee without personal transport working overtime without notification on the previous day, and with no access to public transport, shall be transported to their place of residence, or to a place where public transport is available.

9. Wages and Allowances

9.1 An employee's remuneration shall be as provided for in this Award and notified to prospective employees in the Letter of Offer of Employment.

9.2 The following wage rates will be paid (for the performance of a 38-hour week) for the respective classifications from the first pay period commencing on or after the specified date.

9.2.1 Classification Structure - Maintenance Worker (MW)

Classification	Current	1st July 2006 (4.5%)	1st July 2007 (4%)	1st July 2008 (2%)	1st January 2009 (2%)
	\$	\$	\$	\$	\$
MW1	825.25	862.40	896.90	914.85	933.10
MW 2	873.45	912.75	949.30	968.25	987.60
MW 3	920.50	961.90	1000.40	1020.40	1040.80
MW 4	973.45	1017.30	1058.00	1079.15	1100.75
MW 5	1015.60	1061.30	1103.75	1125.80	1148.35
MW 6	1057.75	1105.35	1149.55	1172.55	1196.00

Note: The above rates are inclusive of all allowances, except a 46.06* per week licence fee for Licensed Electrician, Leading Hand Allowance (Clause 9.5), Meal Allowance (Clause 11.3), Dirty Work Allowance (Clause 9.3.4), Confined Space Allowance (Clause 9.3.3), and a First Aid Allowance as specified in Clause (9.3.2).

In addition to the rates above, a performance based payment bonus system of up to 3% payment for all hours worked (ordinary hours plus overtime) will apply. This payment will be made on a quarterly basis. Key Performance Indicators that are appropriate and achievable will determine the performance-based payment system.

9.2.2 First Aid Allowance

An employee who is appointed by the Company to render first aid, and holds a current recognised and accredited first aid certificate shall be paid an allowance of 10.80 per week up to 30/6/07 and 11.70 thereafter.

9.2.3 Confined Space Allowance

A confined space allowance of 60c per hour up to 30/6/07 and 65cents per hour thereafter will be paid in the following manner. A "Confined Space", means a compartment, space or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and subject thereto includes such a space -

- a) In the case of locomotives inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes
- b) In other cases inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super heaters or economisers.

9.2.4 Dirty Work and Powerhouse Allowance

Employees engaged in an unusually dirty or offensive capacity will be paid 41 cents per hour up to 30/6/07 and 44cents per hour thereafter. For this allowance to apply the parties will finalise a document under which this allowance will apply having regard to previous site application.

Heat Money will apply when work is performed in places where the temperature is raised by artificial means above 49 degrees Celsius. Employees whilst so engaged on work will receive an additional amount of 41cents up to 30/6/07 and 44 cents per hour thereafter.

Employees working and carrying out repairs or maintenance in rotary converter and/or static substations which are in regular operation will be paid a Powerhouse Allowance for all hours worked up to 30/6/07 of 60cents per hour up to 30/6/07 and 69cents per hour thereafter.

9.2.5 All Other Allowances

The rates of pay as per the Classification Structure are inclusive of all other allowances except for the Electrical Licence (Clause 9.2.1), First Aid Allowance (Clause 9.2.2), Confined Space Allowance, Dirty Work Allowance and Leading Hand Allowance (Clause 9.3). The rates of pay (Clause 9.2.1) includes but is not limited to the following allowances:

Supplementary Payment

Special Allowance

Industry Allowance

AIS Allowance

Tool Allowance

9.2.6 Classification Descriptions

The following classification structure is to be applied to employees for skills acquired and utilized.

Maintenance Worker 1 (MW1)

This band includes Trade Assistants and other Non-Trade employees such as Forklift Drivers and Dogmen.

Maintenance Worker 2 (MW2)

This band includes Non Trades employees such as but not limited to:

Certified Riggers/Scaffolders

Crane Drivers (9t <15t, 16t <40t)

Beltmen

Maintenance Worker 3 (MW3) - 100%

This is the entry band for trades employees such as but not limited to:

Electrician

Boilermaker

Fitter

Welder (All Certificates)

Machinist

Maintenance Worker 4 (MW4) - 105%

MW4 applies to skills acquired and utilized on the job.

- (i) Three appropriate modules in addition to the training requirements of MW3 level or;
- (ii) Three appropriate modules towards an Advanced Certificate; or
- (iii) Three appropriate modules towards an Associate Diploma; or
- (iv) Any training which a registered provider (eg TAFE) or by a State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) Will have skills equivalent to the above gained through work experience subject to competency testing to the prescribed standards.

The following indicative tasks apply to a Tradesperson at Level MW4.

Exercise the skills attained through completion of the training/work experience prescribed for this classification;

Exercises discretion within the scope of this grade;

Works under limited supervision either individually or in a team environment;

Understands and implements quality control techniques;

Provides trade guidance and assistance as part of a work team;

Exercise trade skills relevant to the specific requirements of the enterprise at a level higher than Engineering Construction Tradesperson Level 1.

Maintenance Worker 5 (MW5) - 110%

MW5 applies to skills acquired and utilized on the job.

Six appropriate modules in addition to the training requirements of MW3; or

Six appropriate modules towards an Advanced Certificate; or

Six appropriate modules towards and Associate Diploma; or

Any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

Will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.

1. Exercise of skills attained through completion of the training/work experience prescribed for this classification;
2. Provides trade guidance and assistance as part of a work team;
3. Assists in the provision of training in conjunction with supervisors and trainers;
4. Understands and implements quality control techniques;
5. Works under limited supervision either individually or in a team environment;
6. Interact with work groups to ensure job completion to target quality workmanship and guidance for others.

Exercises precision trade skills using various materials and/or specialised techniques;

Performs operations on a CAD/CAM terminal in the performance of routine modifications to the NC/CNC programs;

Installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;

Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits;

Maintenance Worker 6 (MW6) -115%

MW 6 applies to skills acquired and utilized on the job.

- (i) nine appropriate modules in addition to the training requirements of MW3; or
- (ii) nine appropriate modules towards an Advanced Certificate; or
- (iii) nine appropriate modules towards and Associate Diploma; or

- (iv) any training which a registered provider (eg TAFE) or by State Training Authority has been recognised as equivalent to an accredited course which the appropriate industry training board recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (v) will have skills equivalent to the above gained through work experience subject to competence testing to the prescribed standards.
 1. Exercise the skills attained through completion of the training/work experience prescribed for this classification;
 2. Exercise discretion within their level of training;
 3. Is able to provide trade guidance and assistance as part of a work team;
 4. Provides training in conjunction with supervisors and trainers;
 5. Understands and implements quality control techniques;
 6. Works under limited supervision either individually or in a team environment;
 7. Can schedule and coordinate maintenance work for teams including down day programme development and execution for a maintenance task team.

Exercise high Precision Trade Skills using various materials and/or specialised techniques;

Works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;

Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;

Works on instruments which make up complex control system which utilises some combination of electrical/electronic mechanical or fluid power principles;

Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

Exercise intermediate CAD/CAM skills in the performance of routine modification to programs;

Working on complex or intricate interconnected electrical circuits at a level above MW5;

Working on complex radio/communication equipment.

9.3 A Leading Hand rate (all purpose) shall be paid as follows:

The following payment is an allowance only paid whilst an employee has been selected as a Leading Hand.

	Up to 30/6/07	From 1/7/07
Leading Hand	41.80 per week	45.00 per week
Relief Leading Hand	8.32 per shift	9.00per shift

Leading Hands whilst in the role shall have the Leading Hand rate recognised on a pro-rata basis when calculating service entitlements.

9.3.1 A Staff Relief Allowance (all purpose) will be paid at the rate of MW6 plus 60 up to 30/6/07 and 64.90 per week thereafter. Staff relief is defined as a circumstance where employees are requested to step up to perform the full scope of the role can be obtained from the relevant staff members' position description.

9.4 Mixed Functions

An employee engaged for more than two (2) hours on any day or shift carrying a higher rate than their classification shall be paid the higher rate for such day or shift. If engaged for two (2) hours or less during one day or shift the higher rate shall be paid for actual time worked.

9.5 Payment of Wages

All earnings shall be paid to employees by electronic transfer on a weekly or fortnightly basis into a bank account or other financial institution nominated by the employee.
Details of payment to employees on pay slips shall contain the following information:

Name of employee

Classification of the employee and reference number

Date of payment (including period of payment)

Classification rate (hourly)

Hours of work (normal and overtime)

Allowances

Deductions (such as union, salary sacrifice)

Annual Leave balance of hours

Special Payments (such as Annual Leave Payment)

Long Service Leave payments

9.6 Payment on Termination

Upon termination of employment, wages due to an employee shall be paid on the day of such termination, or forwarded to them by post or electronic fund transfer on the next working day.

9.7 Waiting Time

An employee kept waiting for his/her wages on site on pay day, for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work shall be paid overtime rates after the quarter hour with a minimum of a quarter per hour payment.

10. Working Arrangements

10.1 Hours of work

The ordinary hours of work shall be 38 hours per week which will generally be worked in 8.0 hour days between 0600 (6.00 am) and 1800 (6:00pm) hours, Monday to Friday. The ordinary hours of work may also be worked in other configurations as mutually agreed between the employees concerned and K&R Fabrications subject to work patterns meeting the Company's operational requirements and the needs of the business.

Where there is a need to vary the pattern of working the ordinary hours of work, the Company and the work team shall consult on the variation. Failing agreement, the Company shall give that work team and/or individual employees concerned two day's (48 hours) notice of the variation.

By agreement between the parties, hours may be varied either way by one hour.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period, which exceeds 28 consecutive days.

10.1.1 Extensive Hours of Work

The Parties recognise that long working days on a regular basis may not be conducive to a safe, healthy and productive work environment. Where hours on any day worked exceed twelve consecutive hours they shall be subject to:

Working within the Occupational Health and Safety Guidelines of the ACTU Code of Conduct regarding twelve (12) hour shifts

Proper health monitoring procedures being adopted

Suitable roster arrangements

Effective support from management

10.1.2 Daylight Saving

When daylight saving comes into effect or is discontinued, employees shall be paid by the time of the clock at the commencement and conclusion of their shifts. Night shift employees who are at work when the clocks are altered will either work one hour longer for no additional pay or one hour less for the same pay.

10.2 Shift Work

"Shift Work" means shift work scheduled for five consecutive workdays or more, Monday to Friday inclusive.

The Company through consultation with work teams can direct employees to work shift work as required, and the employees shall work the shift work as directed. The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the business or, in the absence of agreement, by 48 hours notice of alteration given by the Company to the employees.

Where shifts fall partly on separate days, the day that has the major portion of the shift shall be recognised. Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.

10.2.1 Afternoon Shift

"Afternoon" Shift means any shift finishing after 6.00pm and at or before midnight. Employees working on afternoon shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

10.2.2 Night Shift

"Night Shift" means any shift finishing subsequent to midnight and or before 8.00am. Employees working on night shift shall be paid a loading of 50% calculated on the employee's base rate of pay for ordinary hours only.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

10.2.3 Rostered Shift

A "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice, or has otherwise agreed to work.

10.2.4 Shift Rosters

Shift rosters shall specify the commencing and finishing times of ordinary hours of the respective shifts. Where shifts are broken penalties shall be applied as per overtime entitlements.

10.2.5 Broken Shift

An employee who works on broken shift which does not continue for at least five (5) successive shifts, hours shall be paid for each shift 50% for the first two hours and 100% for the remaining hours.

10.3 Rotating Permanent Shift Work

The Parties will discuss, and by mutual agreement shall develop a criteria and set of conditions for the introduction seven day Rotating Permanent Shift Work.

10.4 Rostered Break Between Shifts

When overtime is worked it shall, where ever reasonably practicable, be so arranged that a employee has at least ten consecutive hours off duty between the work of successive days. An employee (other than casual employees) who works so much overtime between the completion of the ordinary hours worked on any day and the commencement of ordinary hours on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime and not required to recommence work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time rostered during such absences.

If on instructions by the Company, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours during such absences.

10.5 Overtime

Work performed outside of ordinary hours shall be deemed to be overtime and paid (excluding shift work) as follows:

Monday to Friday - time and a half for the first two hours and double time thereafter

Saturday - time and a half for the first two hours and double time thereafter. Any hours worked after 12 noon on Saturday will be paid at double time.

Sunday - at double time.

Public Holidays - at double time and a half.

The penalties mentioned above shall be applied to 1/38th of the base weekly rates as defined in Clause 9.

10.5.1 Shift Workers - Payment for Saturday, Sunday, Public Holidays and Overtime

A shift employee working on a Saturday, Sunday, public holiday or on overtime will be paid as follows:

Saturday work - time and a half

Sunday work - double time

Public Holiday work - double time and a half

Overtime worked other than Sundays or public holidays - time and a half for first two hours and double time thereafter

10.6 Rostered Days Off (RDO)

The ordinary hours of work shall be rostered to provide employees with one Rostered Day Off per month (normally the fourth Friday in a four week cycle).

The RDO's may be scheduled as mutually agreed between the employee and the Area Manager to suit the need of the business. The RDO's may also be taken on alternative days by individual agreement for personal/operational needs. If agreement cannot be reached employees may be directed to use any day/s of accumulated RDO, provided 48 hours notice is given to the employee.

RDO's may be accrued to a maximum of five days unless previously agreed with the Area Manager.

Where an RDO falls on a Public Holiday the next working day shall be taken as the RDO or may be taken as mutually agreed between the employee and the Company.

10.7 Call Back

Where an employee is recalled to work after leaving the workplace the following shall apply:

The employee shall be paid for a minimum of four hours at the rate of time and half for the first two hours and double time thereafter (or double-time for the full period for continuous shift workers). (Weekend call out will be paid at the relevant overtime rate). There are number of conditions which apply to this provision:

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and commencement of their ordinary hours on the next ordinary working day, the employee shall be entitled to the four hours minimum overtime payment. However, in such circumstances it is only the time which is actually worked during previous call or calls which is to be taken into account when determining the rate for subsequent calls.

The employee will not be required to work the full four hours if the job in question is completed within a shorter period.

An employee called in prior to 3.00am will continue to be paid penalty rates leading into scheduled ordinary hours and for the duration of the shift, unless the employee is offered the opportunity to go home for reasons of health and safety, in which case the employee would be paid at ordinary time for completion of shift.

Overtime worked in this clause is not to be regarded as overtime for the purpose of 10.4 rest periods after overtime, when the actual time worked is less than three hours on the call back or each subsequent call back.

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

Breakdown/Callout Procedure outside of Normal Working Hours

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7days) after its approval by all the Organisations.

10.8 Stand By

Where an employee is requested by the Company to regularly hold himself/herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's rate of pay for the time he/she is standing by.

Where an employee is called in to work without prior notification of having to stand by in readiness to work after ordinary hours, a stand by payment shall not be made. Payment shall be as per Clause 10.7 (Call Back).

This provision does not apply to employees in receipt of the staff relief allowance. Nor does it apply to employees who voluntarily make themselves available for overtime call outs.

11. Meal Breaks

- 11.1 A minimum 30 minute unpaid meal break shall be taken at a time convenient to the operations and the business, as near as practicable to the middle of the day or shift, respectively. Employees shall be entitled to a paid ten minute morning break each weekday.
- 11.2 Employees shall be paid at overtime rates for all time worked in excess of five hours without commencing an uninterrupted meal break or crib break due to the requirements of the employer.
- 11.3 Employees required to work more than a 10-hour shift shall be entitled to a 20 minute crib break and to a further crib break in respect of each completed four hours of overtime after the initial eight hours (exclusive of the crib break), if they are to continue work after such four hours. Employees not notified the previous day shall be paid 10.00 (meal allowance) up to 30/6/07 and 10.80 thereafter to purchase each meal at crib time.
- 11.4 Employees required to work overtime not continuous with ordinary hours shall be entitled to a crib break in respect of each completed four hours of overtime (exclusive of crib break) if they are to continue after such four hours.
- 11.5 Employees who agree not to take a crib break to which they are entitled but continue to work instead, without taking the crib time of 20 minutes and continuing to work for a period of two (2) more hours or more, shall be regarded as having worked 20 minutes more than the time worked and paid accordingly.

- 11.6 The crib break referred to herein may be taken in relays so as not to have a significant impact on operations and so long as they do not exceed 20 minutes in duration and shall be paid at ordinary time rates for the first crib and without deduction of pay thereafter.
- 11.7 If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime, the employee shall be paid the prescribed meal allowance if the meal has become spoilt/surplus.

12. Annual Leave

The provisions of the NSW Annual Leave Act 1944 shall apply.

13. Public Holidays

The following days shall be prescribed public holidays for the purposes of this Award where days are gazetted by the NSW Government as substitution or in addition to the following days those days shall apply.

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queens Birthday

Labour Day

Christmas Day

Boxing Day

Employees will be entitled to a picnic day on a day agreed by the parties.

14. Long Service Leave

The provisions of the NSW Long Service Leave Act 1955 shall apply.

From the 1st December 2004, the Company will commence accruing Long Service Leave benefits for employees at the rate of 1.3 weeks accrual for each completed year of service thereafter. Any accrual up to and including 30th November 2004 will be the current rate of 0.8667 weeks for each completed year of service. Entitlements become available in accordance with the Act.

15. Personal Leave

15.1 Amount of Paid Personal Leave

15.1.1 Paid personal leave is available to an employee when they are absent:

due to personal illness or injury (sick leave)

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave)

for bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long they have worked for the employer and accrues as follows:

(i)	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	54
	1 year to 5 years	76.8
	5 years or more	92
(ii)	Provided that an employee who normally works 8 or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 6.1.4 is entitled to the following amount of personal leave:	
	Length of time worked for the employer	Personal Leave (Hours)
	Less than 12 months	56
	12 months to 5 years	80
	5 years or more	96

15.2 Accumulation of Personal Leave

15.2.1 First Year of Employment

At the end of the first year of employment, unused personal leave accrues by the lessor of:

38 hours (or 40 hours if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken during the year;

or the balance of the year's unused personal leave.

15.2.2 Second and Subsequent Years of Employment

At the end of the second and subsequent years of employment, unused personal leave accrues by the lesser of:

60.8 hours moving to 76 hours after five years (or 64 hours, moving to 80 hours after 5 years, if the employee normally works 8 or more hours in a day) less the amount of sick leave and carer's leave taken;

or the balance of the year's unused personal leave.

15.2.3 Maximum Amount of Accumulated Personal Leave

Personal leave may accumulate to a maximum of 729.6 hours (or 768 hours if the employee normally works 8 or more hours a day).

15.3 Definitions

15.3.1 The term "immediate family" includes

spouse (including a former spouse, a de facto spouse and a former de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. Spouse for the purpose of this Clause will also include same sex partners living on a bona fide domestic basis;

and child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.3.2 Accumulated Personal Leave is personal leave accumulated under 15.1.2(a) and (b).

15.4 Sick Leave

15.4.1 Entitlement

The amount of personal leave an employee may take as sick leave hours depends on how long they have worked for the employer and accrues as set out in the following tables. Accumulated Personal Leave may be used for sick leave if the current sick leave entitlement is exhausted.

Length of time worked with the Employer	Rate of accrual of paid sick leave
Less than 1 month	0
1 month to less than 2 months	8
2 months to less than 3 months	16
3 months to less than 4 months	24
4 months to less than 5 months	32
5 months to less than 12 months	40

15.4.2 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to sick leave.

15.4.3 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.

15.4.4 Evidence Supporting Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

15.4.5 Single Day Absences

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only, without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

Nothing in this subparagraph limits the employer's right under 15.4.4

15.4.6 Broken Services

If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, other than a casual basis, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

15.5 Bereavement Leave

15.5.1 Paid Leave Entitlement

A full time employee is entitled to use up to 16 hours personal leave as bereavement leave on each occasion and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

15.5.2 Part time Employees

A part time employee is entitled to take two days, up to a maximum of 16 hours bereavement leave on the same basis as prescribed for full time employees in subclause 15.5.1 except that leave is only available where a part time employee would normally work on either or both of the two working days following the death.

15.5.3 Unpaid Bereavement Leave

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of clause 15.5.1 are met, and a part time employee is entitled to take up to two days unpaid leave, to a maximum of 16 hours, provided the requirements of clause 15.5.1 are met.

15.6 Carer's Leave

15.6.1 Paid Leave Entitlement

An employee is entitled to use up to 40 hours personal leave each year to care for members of their immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

15.6.2 Notice Required

- (i) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably possible to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.
- (ii) The notice must include:
 - the name of the person requiring care and support and their relationship to the employee;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- (iii) The employee must, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by another.

15.6.3 Unpaid Carer's Leave

An employee may take unpaid carer's leave by agreement with the employer.

Rationale and Structure of the Personal Leave Provisions

First Year of Employment Amount of Leave		
5 days sick leave	38 hours (i.e. 5 days x 7.6 hours) where a 7.6 hour day is worked	or 40 hours (ie 5 days x 8 hours or more are worked per day)
plus 2 days Bereavement Leave	16 hours	16 hours
Total 7 days Personal leave	54 hours Where a 7.6 hour day is worked	or 56 hours where 8 hours or more are worked per day
Limits on the Various Types of Personal Leave		
Maximum amount of Personal leave	54 hours or 56 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick leave	38 hours or 40 hours (depending upon the hours if work arrangements in place)	
Maximum amount of Carer's leave	40 hours	
Maximum amount of Bereavement leave	16 hours per occasion	
Second & Subsequent Years of Employment-Amount of Leave		
8 days sick leave moving to 10 days	60.8 hours (ie 8 days x 7.6 hours) where a 7.6 hour day is worked, moving to 76 hours after five years	or 64 hours (ie 8 days x 8 hours or more are worked per day), moving to 80 hours after five years
Plus 2daysBereavement Leave	16 hours	16 hours
Total 10 days Personal leave	76.8 hours Where a 7.6 hour day is worked	or 80 hours where 8 hours or more are worked per day
Limits on the Various Types of Personal Leave		
Maximum amount of Personal leave	76.8 hours or 80 hours (depending upon the hours of work arrangements in place)	
Maximum amount of Sick leave	60.8 hours or 64 hours moving to 76 or 80 hours after five years (depending upon the hours if work arrangements in place)	
Maximum amount of Carer's leave	40 hours	
Maximum amount of Bereavement leave	hours per occasion	

16. Parental Leave

Provisions of the NSW Industrial Relations Act 1996 will apply.

17. Jury Service

An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount paid in respect of ordinary time the employee would have worked had the employee not been on jury service.

18. Union Membership and Elected Delegates

18.1 K&R Fabrications shall support the union parties to this Agreement by way of providing union membership information and providing for payroll deductions of union dues as authorised by employees.

18.2 Accredited Union Delegate

An employee appointed Union Delegate/s (Shop Steward) shall, upon official notification to K&R Fabrications, be recognised as the accredited representative of the Union to which they belong. An accredited Union Delegate shall be allowed necessary time during working hours to interview a representative of K&R Fabrications on matters affecting employees they represent.

19. Trade Union Training

Union Delegate (Shop Steward) nominated by their Union to attend a union sponsored training course will be granted up to five days leave (per annum) of absence without loss of earnings provided that:

K&R Fabrications receives at least two weeks notice of the nomination from the Union setting out times, dates, content and venue for the course.

The employee concerned can be released from duty by K&R Fabrications for the period of the course, without affecting normal operations.

Further Leave may be granted subject to agreement between the Parties. The accredited delegate will be entitled to paid leave to attend Industrial Relations Commission hearings.

20. Clothing and Personal Protective Equipment

- 20.1 It is a requirement that employees wear authorised K&R Fabrications issued clothing/uniform, and appropriate personal protective equipment including steel capped boots.
- 20.2 On engagement full time employees shall be issued with one pair of safety boots, four shirts, four trousers and one jacket
- 20.3 On an annual basis after twelve months continuous service from 1st December 2004 the Company will move to a points system that will ensure an appropriate allocation of clothing entitlement.
- 20.4 One winter jacket (For employment in the period 1 May - 1 September) will be provided every two years to employees. Where possible the jacket will be manufactured in Australia.
- 20.5 Employees who leave within the probationary period (8 weeks), shall reimburse the Company for clothing and personal protective equipment as per the letter of 'offer for employment'.
- 20.6 Clothing and footwear provided by K&R Fabrications shall be replaced by the Company on a fair wear and tear basis after approval from the appropriate Supervisor/Team Leader.
- 20.7 It is a condition of employment that clothing/uniforms provided by the Company to employees shall be worn at all times during working hours. Employees failing to comply with this requirement will be managed through a counselling and disciplinary process.
- 20.8 Records of type of clothing issued to employees will be recorded by the Company.

21. Superannuation

- 21.1 K&R Fabrications shall contribute the statutory employer superannuation contribution to C Bus, NESS or other agreed and approved superannuation fund that complies with the Superannuation Guarantee Charge Act and Regulations on behalf of each eligible employee as defined in the regulations on a monthly basis.
- 21.2 The level of contributions will be in accordance with the levels prescribed by the act and varied from time to time.
- 21.3 Employees may voluntarily elect to contribute a proportion of their wages on a salary sacrifice basis to their nominated superannuation fund. To do so an employee is required to notify K&R Fabrications in writing and K&R Fabrications will deduct the authorised amount from the employee's pay and remit it to their superannuation fund.

21.4 From 1st July 2005 a co-contribution arrangement for superannuation will be available at the election of the employee. From 1st July 2005 where an employee makes a 3% voluntary contribution, the Company will contribute an additional 1% making a total Company contribution of 10%. The arrangement thereafter from 1st July 2006 would be, at the employees election, a further contribution of 1% (4% in total), the Company would increase its contribution by 1% making a total Company contribution of 11%.

The co-contribution scheme will extend into the first year of the life to the subsequent arrangement to replace this Award, that is from 1st July 2007, at the employee's election, a further contribution of 1% (5% in total), the Company would increase its contribution by 1% making a total Company contribution of 12%.

21.5 The parties reserve their rights to bargain with respect to the issue of superannuation into the third year 1st July 2008 of the new Award.

22. Income Protection Insurance

Permanent Employees of K&R Fabrications engaged pursuant to this Agreement shall be provided with income Protection insurance under the following terms and conditions.

A qualifying period of 14 days.

The insurance cover benefits payable will be applied for a maximum period of two years.

K&R Fabrications will contribute up to 1.4% of an employee's gross earnings to an income insurance plan, subject to the following:

- (i) In the event that the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (ii) People accessing the insurance plan will agree to participate in the rehabilitation program, which includes assessment by the Company's nominated medical services provider and acceptance of that assessment.

23. Notice Boards

K&R Fabrications shall provide notice boards of reasonable dimensions to be located in prominent positions at the site upon which accredited Union Representatives shall be permitted to post formal union notices signed or countersigned by the representative posting them.

Any notice posted on a board not so signed or countersigned may be removed by an accredited representative or K&R Fabrications.

24. Employment Security

Security of Employment is important for improving working relationships, trust and co-operating with change. We do not want an environment where everyone is working in fear of losing their employment. We want an environment where people focus on doing jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security will only be achieved by successful business performance. Working together in implementing change and improvement will maximise security for everyone.

It is not the Company's intention to have any forced retrenchments during the life of this Award.

While workplace change, new technologies and changes in operations will be ongoing, every opportunity will be taken to effect changes through voluntary means and natural attrition.

The parties agree that any changes in the area of employment shall be handled in the following manner:

1. Employees shall be offered other available positions where possible.
2. An employee's skills shall be further developed to improve flexibility.
3. Employee numbers shall be reduced if required by natural attrition.
4. Voluntary Retirement Schemes shall be used in preference to forced redundancies.

If the above steps do not resolve the situation, the Company shall enter into further discussions with the Union with a view of resolving the situation to the satisfaction of both parties.

Provided further that this clause will not apply to situations of loss or substantial change to contract scope.

25. Right of Entry

An Officer of the union shall have the right to enter in accordance with the Industrial Relations Act 1996(NSW) as the Act stands at the date of certification of this Award.

26. Employee Entitlements

Security of Employee Entitlements

1. The parties to this Award are committed to ensure that all the entitlements accruing to employees are secure.
2. K&R Fabrications has made available to the unions written advice from its Auditors confirming its financial status and its compliance with making adequate provision for employee entitlements. The company will also continue to provide the audited Financial Statements which confirms the adequacy of provision for employee entitlements. A group comprising of employee and management representatives will meet within one week of the Annual Report and consult on the financial position of the Company.

27. Abandonment of Employment

An employee absent from work for a continuous period of three working days without Company approval, and without notification to the Company, that employee shall be deemed to have abandoned their employment.

If after a period of two weeks from the last day of absence, the employee has not established a satisfactory reason for their absence and non-notification, the employee shall have their employment terminated.

28. Blood Donors

The Company will promote blood donations to its employees. The Company shall also pursue ways employees may actually donate blood with minimal disruption to the Business.

29. Anti - Discrimination and Harassment

The parties to this Award will not tolerate discrimination and harassment in the workplace and seek to achieve the objective in section 3 (f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It follows that in fulfilling their objectives under dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly

discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms of operation, has a direct or indirect discriminatory effect.

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 rate of pay to persons under 21 years of age;
- c) any act or practice of a body established to promote religion which is exempted under section 56(d) of the Anti-Discrimination Act 1997 (NSW);
- d) a party to this award from putting matters of lawful discrimination in any state of federal jurisdiction.

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

Notes:

Employers and Employees may also be subject to Commonwealth Anti-Discrimination legislation.

Section 56 (d) OF THE Anti-Discrimination Act 1977(NSW) 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".

30. Duress

This Award has not been entered under duress by any of the Parties to the Award.

31. Transmission of Business

Where transmission of business occurs and affects employees covered by this Award, the Parties shall by an exchange of letter/s enter into correspondence that clearly outlines the benefits and entitlements due to employees, and how such entitlements shall be managed. Matters to be covered may include such items as annual leave, personal leave, superannuation, sick leave and redundancy.

32. Disputes Avoidance Procedure

The parties to this Award are committed to harmonious employee relations based on mutual trust, open communication and proactive consultation processes. Best endeavours will be used to resolve issues such as problems, questions, disputes, difficulties or concerns at all times and at the lowest possible level in the Company.

Any issue requiring resolution shall be dealt with in the following manner:

- i. Where an employee(s) has an issue, which has not been resolved in the normal course of business, they shall raise it with their Team Leader and both shall use their best endeavours to resolve it as quickly as possible.
- ii. Where an issue is directly relevant to a work area, it shall be discussed and every endeavour made to resolve it within the appropriate team.

- iii. Should the issue not be resolved as above within a sensible, mutually agreed timeframe, it shall be referred to and discussed with the Area Manager.
- iv. If not resolved, any of the Parties may raise the issue with the Operations Manager for resolution.
- v. If still unresolved, the matter may be referred to the relevant Union, which will discuss the matter with the Company.
- vi. Before the issue proceeds to the Industrial Relations Commission, the Company will ensure that its management and the union will ensure that its local Union Official has been involved in the process.
- vii. If still unresolved, the matter may be referred to the Industrial Relations Commission, by either party, for conciliation and/or arbitration in accordance with due process.

At all levels (i) to (v) inclusive of the above, the employee(s) may choose to have an accredited union representative or another employee in attendance.

While the above process is being pursued, work shall continue as normal (without bans and limitations).

The Parties to this Agreement may raise an issue to a higher level in the process at any time.

Levels (i) to (v) shall be completed within seven (7) working days.

33. Disciplinary Protocol

Agreed Process to be Followed in the Event of Potential Disciplinary Action Arising From an OH&S or Other Incident

The parties to this Agreement are: K&R Fabrications (Australia) Pty Ltd (BSL Port Kembla Alliance) ("the Company"); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union ("the Union").

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. (Refer to Note 2 below for recommended communication actions at this point)
2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.

4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. (Refer to Note 3 below for recommended communication actions at this point)
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so.

If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. (Refer to note 4)

6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.

34. Reserved Matters

Parental Leave.

Hours of Work.

P. J. CONNOR, Commissioner.

Printed by the authority of the Industrial Registrar.

(1310)

SERIAL C4395

**CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF
EMPLOYMENT) REVIEWED AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4139 of 2005 and 344 of 2006)

Before The Honourable Mr Deputy President Harrison

23 February 2006

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Application
5.	Conditions of Employment
6.	Coverage
7.	Statement of Intent
8.	Work Environment
9.	Grievance and Dispute Settling Procedures
10.	Local Arrangements
11.	Working Hours
12.	Casual Employment
13.	Part-time Employment

14. Morning and Afternoon Breaks
15. Meal Breaks
16. Variation of Hours
17. Natural Emergencies and Major Transport Disruptions
18. Notification of Absence from Duty
19. Public Holidays
20. Standard Working Hours
21. Flexible Working Hours
22. Rostered Days Off for 38 Hour Week Workers
23. Non-Compliance
24. Flexible Work Practices
25. Existing Hours of Work Determinations
26. Travelling Allowances - General
27. Excess Travelling Time
28. Waiting Time
29. Meal Expenses on One day Journeys
30. Travelling Allowances when staying in Non Government Accommodation
31. Travelling Allowances when Staying in Government Accommodation
32. Restrictions on payment of Travelling Allowances
33. Increase or Reduction in Payment of Travelling Allowances
34. Production of Receipts
35. Travelling Distance
36. Camping Allowances
37. Composite Allowance
38. Allowance Payable for Use of Private Motor Vehicle
39. Damage to Private Motor Vehicle Used for Work
40. Camping Equipment Allowance
41. Allowance for Living in a Remote Area
42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave
43. Overseas Travel
44. Exchanges
45. Room at Home used as Office
46. Semi-official Telephones
47. Flying Allowance
48. Uniforms, Protective Clothing and Laundry Allowance
49. Compensation for Damage to or Loss of Staff Member's Personal Property
50. Garage and Carport Allowance
51. Forage for Horses
52. Community Language Allowance Scheme
53. First Aid Allowance
54. Review of Allowances Payable in Terms of This Award
55. Trade Union Activities Regarded as on Duty
56. Trade Union Activities Regarded as Special Leave
57. Trade Union Training Courses
58. Conditions applying to On-Loan Arrangements
59. Period of Notice for Trade Union Activities
60. Access To Facilities by Trade Union Delegates
61. Responsibilities of the Trade Union Delegate
62. Responsibilities of the Trade Union
63. Responsibilities of Workplace Management
64. Right of Entry Provisions
65. Travelling and Other Costs of Trade Union Delegates
66. Industrial Action

67. Consultation and Technological Change
68. Deduction of Trade Union Membership Fees
69. Leave - General Provisions
70. Absence from Work
71. Applying for Leave
72. Parental Leave
73. Extended Leave
74. Family and Community Service Leave
75. Leave Without Pay
76. Military Leave
77. Observance of Essential Religious or Cultural Obligations
78. Recreation Leave
79. Annual Leave Loading
80. Sick Leave
81. Sick Leave - Requirements for Medical Certificate
82. Sick Leave to Care for a Family Member
83. Sick Leave - Workers Compensation
84. Sick leave - Claims Other Than Workers Compensation
85. Special Leave
86. Staff Development and Training Activities
87. Study Assistance
88. Shift Work
89. Overtime - General
90. Overtime Worked by Shift Workers
91. Overtime Worked by Day Workers
92. Recall to Duty
93. On Call (Stand-by) and On Call Allowance
94. Overtime Meal Breaks
95. Overtime Meal Allowances
96. Rate of Payment for Overtime
97. Payment for Overtime or Leave in Lieu
98. Compensation for Additional Hours Worked by Duty Officer, State Emergency Services
99. Calculation of Overtime
100. Provision of Transport in Conjunction with Working of Overtime
101. Anti-Discrimination
102. Existing Entitlements
103. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

SCHEDULE A

SCHEDULE B

2. Title

This award shall be known as the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

3. Definitions

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

Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.

Agreement means an agreement referred to in section 131 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.

Approved Course means a course relevant to the employment of the staff member in the Department or the public service and approved by the Department Head.

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

At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

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

Birth means the birth of a child and includes stillbirth.

Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.

Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

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

Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.

Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

Department means a Department specified in Column 1 of Schedule 1 to the Act.

Department Head means the chief executive officer of a Department as defined in the Act or a person authorised by the Department Head.

Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Schedule 3 to the *Public Sector Employment and Management Act, 2002*, as amended from time to time.

Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

Flexible working hours scheme means the scheme outlined in clause 21. Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.

Flexible Work Practices, Policy and Guidelines means the document negotiated between the Public Employment Office, the Labor Council of New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

Flex leave means a period of leave available to be taken by a staff member as specified in subclause (p) of clause 21. Flexible Working Hours of this award.

Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

Government accommodation means accommodation owned, leased or arranged by the Government where a staff member may be directed to reside for a specified period of time.

Half day means half the standard contract hours for the day.

Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.

Local Arrangement means an agreement reached at the organisational level between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.

Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

Normal hours of duty means:

for a staff member working standard hours -- the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 10. Local Arrangements -- the hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

Normal work means, for the purposes of subclause (xi) of clause 9 Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

On duty means the time required to be worked for the Department. For the purposes of clause 55. Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by the Department to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

On loan means an arrangement between the Department and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the Department for the staff member's salary and associated on-costs.

On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector - Salaries 2004) Award calculated using the formula set out in Clause 12, Casual employment.

Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.

Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.

Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.

Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.

Public Employment Office or PEO means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act, 2002*.

Public holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

Rostered Day Off means, for the purposes of clause 22. Rostered Days Off for 38 Hour week Workers, a day off in a regular cycle at a time operationally convenient.

Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the Department and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.

Secondment means an arrangement agreed to by the Department Head, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under section 86 of the Act are also to comply with the Commentary and Guidelines on staff mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.

Shift worker --- Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

Shift worker --- Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.

Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.

Staff member means an officer or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 72. Parental Leave of this award, staff member means a female staff member.

Standard hours are set and regular hours of operation as determined by the PEO, or by the Department Head in accordance with any direction of the PEO. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.

Standby means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Department and/or the public service.

Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the Department and/or the public service, as defined in the *Public Sector Employment and Management Act, 2002*.

Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.

Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.

Use of Private Motor Vehicle - Casual rate means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Department Head for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

Use of Private Motor Vehicle - Official business rate means the appropriate rate of allowance payable for the use of a private motor vehicle where such vehicle use is a requirement of the position and where no other transport is available and such use is directed by the Department Head and agreed to by the staff member or where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for the necessity of owning and maintaining a car.

Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.

Workplace Management means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Application

This award was negotiated between the Public Employment Office and the Association.

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Public Employment Office and the Association.

6. Coverage

The provisions of this award shall apply to officers, Departmental temporary employees and casual employees (as specified in the award) as defined in the *Public Sector Employment and Management Act, 2002* employed in Departments listed in Schedule 1 to the *Public Sector Employment and Management Act, 2002*.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in Departments, to encourage the consultative processes at the service-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of Departmental work requirements, are not forfeited.

8. Work Environment

- (i) Occupational Health and Safety --- The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces in Government organisations covered by this award by:
 - (a) the development of policies and guidelines for the New South Wales public service and, as and when appropriate for individual organisations, on Occupational Health, Safety and Rehabilitation;

- (b) assisting to achieve the objectives of the *Occupational Health and Safety Act, 2000* and the *Occupational Health and Safety Regulation 2001* by establishing agreed Occupational Health and Safety consultative arrangements in Government organisations and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within a Government organisation to achieve these objectives;
 - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured staff members;
 - (e) directly involving the appropriate Department Head in the provisions of paragraphs (a) to (d) inclusive of this subclause.
- (ii) Equality in employment --- The NSW Public Service is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
 - (iii) Harassment-free Workplace --- Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. Management and staff of Departments are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the PEO for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- (x) The staff member, Association, Department and PEO shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

10. Local Arrangements

- (i) Local arrangements may be negotiated between the Department Head and the Association in respect of the whole Department or part of a Department in relation to any matter contained in the award.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:-
 - (a) approved by the PEO; and
 - (b) approved in writing by the General Secretary of the Association; and
 - (c) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 24. Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable.

11. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Department Head in accordance with any direction of the PEO. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) The staff member in charge of a division or branch of a Department will be responsible to the Department Head for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Department Head may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member's health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter.
- (d) The application of hours of work is subject to the provisions of this clause.

- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Department Head shall ensure that all staff members employed in the Department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Casual Employment

This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

(i) Hours of Work

- (a) A casual employee is engaged and paid on an hourly basis.
- (b) A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- (c) A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 10 of this Award, covering the particular class of work or are required by the usual work pattern of the position.

(ii) Rate of Pay

- (a) Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.
- (c) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- (d) The loadings specified in subclause (ii) (b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

(iii) Overtime

- (a) Casual employees shall be paid overtime for work performed:
 - (i) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this Award, cover the particular class of work or are required by the usual work patter of the position; or
 - (ii) Outside the bandwidth application to the particular class of work; or
 - (iii) In excess of the daily roster pattern applicable for the particular class of work; or
 - (iv) In excess of the standard weekly roster of hours for the particular class of work; or

- (v) In accordance with a local arrangement negotiated under clause 10 of this Award.
 - (b) Overtime rates will be paid in accordance with the rates set in Clause 94 Overtime worked by Day Workers, of this Award.
 - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause (ii) (b) of this Clause.
 - (d) The loading in lieu of annual leave as set out in subclause (ii) (c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (iv) Leave
- (a) Other than as described under (iv), (v) and (vi) below, casual employees are not entitled to any other paid or unpaid leave.
 - (b) As set out in subclause (ii) (c) of this clause, casual employees will be paid 1/12th in lieu of annual leave.
 - (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
 - (d) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (i) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (v) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 82 (c)(2) of the Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(vi) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(v) Application of other clauses of this Award to casual employees

- (a) The following clauses of this Award do not apply to casual employees:

11	Working Hours
16	Variation of Hours
17	Natural emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard working Hours
21-24	relating to flexible working arrangements
27	Excess Travelling Time
28	Waiting Time
45	Room at Home used as an office
46	Semi Official Telephones
55-61	relating to Trade Union activities
65	Travelling and other costs of Trade Union Delegates
69	Leave - General Provisions
71-85	relating to the various leave provisions
87	Study Assistance
88	Shift work
89-90	relating to Overtime
92-93	relating to recall to duty , on call and standby arrangements

- 97 Payment for overtime or leave in lieu
98 Compensation for additional hours worked by Duty Officer, State Emergency Services.

13. Part-Time Employment

- (i) General
- (a) This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
 - (b) Part-time work may be undertaken with the agreement of the relevant Department Head. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
 - (c) A part-time staff member is to work contract hours less than full-time hours.
 - (d) Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
 - (e) Before commencing part-time work, the Department Head and the staff member must agree upon:
 - (1) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - (2) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
 - (3) the classification applying to the work to be performed;
 - (f) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
 - (g) Incremental progression for part-time staff members is the same as for permanent staff members, that is, part-time staff members receive an increment annually.
- (ii) Additional hours
- (a) An employer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
 - (1) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
 - (2) if working under a Flexible Working Hours scheme under clause 21 of the Award, or a Local Agreement made in accordance with clause 10 of the Award, have the time worked credited as flex time.
 - (b) For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 96. Rate of Payment for Overtime of the Award.

14. Morning and Afternoon Breaks

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other

than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (1) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (2) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

16. Variation of Hours

If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the Department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (1) the variation does not adversely affect the operational requirements;
- (2) there is no reduction in the total number of daily hours to be worked;
- (3) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (4) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (5) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (6) ongoing arrangements are documented; and
- (7) the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- (a) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (1) apply to vary the working hours as provided in clause 16. Variation of Hours of this award and/or
 - (2) negotiate an alternative working location with the Department; and/or
 - (3) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.
- (b) In the case of major transport disruptions, provision may be made for a staff member to provide motor vehicle transport in accordance with Clause 38.

18. Notification of Absence from Duty

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

19. Public Holidays

- (a) Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty on any day which is:
 - (1) a public holiday throughout the State; or
 - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (3) a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (b) A staff member, who is required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

20. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- (b) Urgent Personal Business --- Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance --- If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time --- The time taken off in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

21. Flexible Working Hours

- (a) The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- (b) Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause (a) of this award a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, shall be extended to a staff member working under a part time work

arrangement. Except for provisions contained in subclauses (k), (m) and (p) of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.

- (d) Exclusions --- Flexible working hours shall not apply to staff members who work:
- (1) a 38 hour week and are entitled to a rostered day off in a regular cycle; or
 - (2) permanent standard hours; or
 - (3) according to a shift roster.
- (e) Attendance --- A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- (f) Bandwidth --- The bandwidth shall be between the hours of 7.30a.m. and 6.00p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- (g) Coretime --- The coretime shall be between the hours of 9.30a.m. and 3.30p.m, excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- (h) Lunch break --- The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- (i) Settlement period --- Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the settlement period shall be four weeks.
- (1) For time recording purposes the settlement period and flexleave must coincide.
 - (2) Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (j) Contract hours --- The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (k) Flexible working hours credit ---- a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of Clause 10 Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- (l) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period, may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (m) Flexible Working Hours Debit ---- The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:
- (1) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;

- (2) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (3) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- (n) Cessation of duty -- A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- (1) Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (2) Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
 - (3) In such other circumstances as have been negotiated between the Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements of this award.
 - (4) Prior to a staff member's last day of service the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in subclause (p)(2).
- (o) Where a staff member ceases duty in the Department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flexleave.
- (p) Flex leave --- Subject to operational requirements:
- (1) A staff member may take off one full day or two half days in a settlement period of 4 weeks.
 - (2) Where it appears a staff member may exceed a 10 hour credit, as per sub clause (l) strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
 - (3) Flex leave may be taken on consecutive working days.
 - (4) Absences on flex leave may be combined with other periods of authorised leave.
 - (5) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.
- (q) Absence during coretime --- Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 70. Absence from Work of this award.
- (r) Standard hours --- Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- (1) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Department or section of the Department, the Association shall be consulted, where appropriate; or
 - (2) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.

- (s) Easter concession --- Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday.

22. Rostered Days Off for 38 Hour Week Workers

- (a) The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- (b) Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- (1) Except as provided in paragraph (2) of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
- (2) Limit --- When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
- (3) Exception --- Notwithstanding the provisions of paragraph (2) of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- (c) In the event of unforeseen circumstances or the Department's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- (d) Where seasonal or school vacation considerations affect Departmental operations, rostered days off may be accrued and taken during a less active period.
- (e) A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- (f) Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

23. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 7 of the Act.

24. Flexible Work Practices

- (a) Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- (b) Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

25. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the *Public Sector Employment and Management Act, 2002* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, shall continue to apply until renegotiated.

26. Travelling Compensation - General

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Department.

- (b) The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.

27. Excess Travelling Time

- (a) Excess Travelling Time --- A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters is entitled to pay and to be compensated for such time either by:
 - (1) Payment calculated in accordance with the provisions contained in this clause; or
 - (2) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (b) Compensation under paragraphs (1) or (2) of subclause (a) of this clause, shall be subject to the following conditions:
 - (1) On a non-working day --- subject to the provisions of subclauses (c)(4), (5), (6) and (7), all time spent travelling on official business;
 - (2) On a working day --- subject to the provisions of subclause (c) of this clause, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.
- (c) Compensation for excess travelling time shall exclude the following:
 - (1) Time normally taken for the periodic journey from home to headquarters and return;
 - (2) Any periods of excess travel of less than 30 minutes on any one day;
 - (3) Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (4) Time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (5) Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - (6) Working on board ship where meals and accommodation are provided;
 - (7) Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;

- (8) Travel overseas.
- (d) Payment --- Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- (e) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (f) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (g) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27. Excess Travelling Time.

29. Meal Expenses on One-Day Journeys

- (a) A staff member who is authorised by the Department Head to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-
- (1) Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (2) An evening meal when required to travel until or beyond 6.30 p.m.; and
 - (3) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

30. Travelling Allowances When Staying in Non Government Accommodation

- (1) Subject to subclause (8), a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (2) For the first 35 days, the payment shall be either:
 - (a) The appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) If the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.

- (3) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- (4) Where a staff member is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (5) After the first 35 days ---- If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (6) Long term arrangements ---- As an alternative to the provisions after the first 35 days set out in subclause (5) of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (7) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- (8) This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on staff mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.

31. Travelling Allowances When Staying in Government Accommodation

When a staff member working from a temporary work location is provided with accommodation by the Government, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 1 of Part B Monetary Rates for the same period. If meals are not provided by the Government at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

32. Restrictions on Payment of Travelling Allowances

- (a) An allowance under clause 30. Travelling Allowance when Staying in Non Government Accommodation or clause 31. Travelling Allowances when staying in Government Accommodation is not payable in respect of:
 - (1) Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - (2) Any period of leave, except with the approval of the Department Head or as otherwise provided by this clause; or
 - (3) Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (b) A staff member who is in receipt of an allowance under clause 30. Travelling Allowance when Staying in Non Government Accommodation or clause 31. Travelling Allowances when staying in Government Accommodation, shall be entitled to an allowance under clause 30, in the following circumstances:
 - (1) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

- (2) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

33. Increase Or Reduction in Payment of Travelling Allowances

Where the Department Head is satisfied that a travelling allowance is:

- (1) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (2) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

34. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Department Head is prepared to accept other evidence from the staff member.

35. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Department Head.

36. Camping Allowances

- (a) Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
 - (1) In receipt of a camping equipment allowance under clause 40, Camping Equipment Allowance; or
 - (2) Provided with camping equipment by the Department; or
 - (3) Reimbursed by the Department for the cost of hiring camping equipment.
- (b) When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:-
 - (1) The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
 - (2) Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B of Monetary Rates.
- (c) Where the Department Head is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to camping allowance shall be paid a travelling allowance under either Clause 30 or Clause 31, whichever is appropriate, instead of the camping allowance.

- (d) A staff member who is paid a remote areas allowance under clause 41 Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

37. Composite Allowance

- (a) A staff member employed in one of the classifications listed in Schedule A to this award and who:
- (1) Is required to perform official duty in the field; and
 - (2) On some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 30. Travelling Allowance when staying in Non Government Accommodation

may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.

- (b) The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B Monetary Rates.
- (c) In order to be paid the composite allowance under this clause, the staff member shall submit to the Department Head an election each 12 months. If the election is not made by the staff member or not approved by the Department Head, travelling or camping allowances under Clauses 30, 31 or 36, whichever is appropriate, shall apply.
- (d) An election under subclause (c) of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- (e) A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause (f)).
- (f) On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 31, Travelling Allowances when staying in Government Accommodation
- (g) The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- (h) A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the staff member to provide camping equipment at personal expense

38. Allowance Payable for Use of Private Motor Vehicle

- (a) The Department Head may authorise a staff member to use a private motor vehicle for work where:
- (1) Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
 - (2) Where the staff member is unable to use other means of transport due to a disability.
- (b) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the Motor vehicle allowance - casual rate of allowance or the Motor vehicle allowance - official business rate of allowance, as defined in clause 3, Definitions of this award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (c) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause (d) of this clause.
- (d) Deduction from allowance
- (1) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
 - (2) In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per (3) below.
- (3) Designated headquarters
- (i) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
 - (ii) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
- (4) On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to be equal to the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
- (5) Where a headquarters has been designated per 3 (i) above and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
- (6) Deductions are not to be applied in respect of days characterised as follows.
- (i) When staying away from home overnight, including the day of return from any itinerary.
 - (ii) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
 - (iii) When the employee uses the vehicle for official business after normal working hours.
 - (iv) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this sub-paragraph is exclusive of, and not in addition to, days referred to in (i), (ii) and (iii) above.
 - (v) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:

at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;

the periodical ticket was in fact purchased; and

in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.

- (e) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department head.
- (f) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (g) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.
- (h) Use of private motor vehicle during a public transport disruption
 - (1) A staff member who, during a public transport disruption, provides private motor vehicle transport to two or more other staff members (preferably from the same Department) is, with the Department head's approval, entitled to a motor vehicle allowance at the casual rate minus an amount for any travel as described in subclause (d) of this clause
 - (i) if the staff member is designated essential by the Department and has to use their own private motor vehicle to get to and from work, or
 - (ii) if one or more of the other staff members carried is designated essential,and if the vehicle approved for use is comprehensively insured in accordance with subclause (e).
 - (2) In the case of a motorcycle or motor scooter, half the normal motorcycle and scooter allowance may be paid, as long as the vehicle transports one other staff member and is comprehensively insured in accordance with subclause (e).
 - (3) In respect of staff members who are ordinarily authorised to use their private vehicle on official business, the Department head should assess authorisations in the light of the disruption to transport.
 - (i) If the Department head authorises use of the vehicle on the day, the normal allowance is to be paid, minus an amount for any travel as described in subclause (d) of this clause.
 - (ii) If the Department head authorises the use of the vehicle on the day and requires the transport to and from work of at least one other essential staff member from the Department, then the normal allowance and travel between the staff member's residence and headquarters is to be paid.

39. Damage to Private Motor Vehicle Used for Work

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Department, provided:
 - (1) The damage is not due to gross negligence by the staff member; and
 - (2) The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

- (b) Provided the damage is not the fault of the staff member, the Department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- (1) The damage was sustained on approved work activities; and
 - (2) The costs cannot be met under the insurance policy due to excess clauses.

40. Camping Equipment Allowance

- (a) In this clause, "camping equipment" includes instrument and travelling equipment.
- (b) A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- (c) A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1- Allowances of Part B Monetary Rates.

41. Allowance for Living in a Remote Area

- (a) A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- (1) Indefinitely stationed and living in a remote area as defined in subclause (b); or
 - (2) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause (b).
- (b) Grade of appropriate allowance payable under this clause shall be determined as follows:
- (1) Grade A allowances --- the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs (2) and (3) of this subclause;
 - (2) Grade B allowances --- the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Baringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - (3) Grade C allowances --- the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- (c) The dependant rate for each grade is payable where
- (1) the staff member has a dependant as defined; and
 - (2) the staff member's dependant(s) resides within the area that attracts the remote area allowance; and

- (3) the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- (d) For the purposes of this clause dependant is defined as
- (1) the spouse of the staff member (including a de facto spouse);
 - (2) each child of the staff member aged eighteen years or under;
 - (3) each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - (4) any other person who is part of the staff member's household and who is, in the opinion of the Public Employment Office, substantially financially dependent on the staff member.
- (e) Departmental temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- (f) A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- (g) A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- (1) the staff member continues in employment; and
 - (2) the dependants continue to reside in the area specified; and
 - (3) military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave

- (a) A staff member who:
- (1) Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Public Employment Office; and
 - (2) Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.
- (b) Dependant in this clause has the same meaning as clause 41(d).
- (c) Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

43. Overseas Travel

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by the Department to travel overseas on official business, shall be

paid the appropriate overseas travelling allowance rates as specified in the relevant Premier's Department Circular as issued from time to time.

44. Exchanges

- (a) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the Department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Department's business.
- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- (c) The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 58. Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

45. Room at Home Used as Office

- (a) Where no Departmental office is provided in a particular location --- Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Department will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- (b) Where an office exists in a particular location --- Where a Departmental office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause (a) shall not apply in these circumstances.
- (c) Requirements --- Arrangements under subclause (a) or (b) of this clause shall be subject to:
 - (1) A formal agreement being reached in respect of the hours to be worked; and
 - (2) The occupational health and safety, provision of equipment requirements and any other relevant conditionsspecified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

46. Semi-Official Telephones

- (a) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Department, as and when required.
- (b) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (c) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (1) Give decisions, supply information or provide emergency services; and/or

- (2) Be available for reasons of safety or security for contact by the public outside of normal office hours.
- (d) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - (1) The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (2) The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (3) The full cost of official local, STD and ISD calls.
- (e) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (1) Date, time, length of call and estimated cost;
 - (2) Name and phone number of the person to whom call was made; and
 - (3) Reason for the call.

47. Flying Allowance

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

48. Uniforms, Protective Clothing and Laundry Allowance

- (a) Uniform, etc. provided by the Department --- A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Department with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.
- (b) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the Department.
- (c) Uniform, etc. provided by the staff member --- Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

49. Compensation for Damage to Or Loss of Staff Member's Personal Property

- (a) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act, 1987* and/or under any insurance policy of the Department covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (1) Is due to the negligence of the Department, another staff member, or both, in the performance of their duties; or
 - (2) Is caused by a defect in a staff member's material or equipment; or

- (3) Results from a staff member's protection of or attempt to protect Departmental property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

50. Garage and Carport Allowance

- (a) Where a staff member garages a Departmental vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Department Head, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 1 -- Allowances of Part B, Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

51. Forage for Horses

- (a) Where in connection with the performance of official duties a staff member is required to hand-feed a horse, out-of-pocket expenses for forage shall be reimbursed by the Department.
- (b) The out of pocket expenses shall continue to be paid in full to the staff member during periods of leave.

52. Community Language Allowance Scheme

- (a) Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
 - (1) Employed as interpreters and translators; and
 - (2) Employed in those positions where particular language skills are an integral part of essential requirements of the position,shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses (b) and (c).
- (b) The base level of the CLAS is paid to staff members who:
 - (1) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (2) have passed an examination administered by the Community Relations Commission.
- (c) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

- (1) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or
- (2) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

53. First Aid Allowance

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years,
- (c) The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
 - (1) is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
 - (2) holds an Occupational First-Aid Certificate issued within the previous three years.
- (d) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
- (e) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (f) First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

54. Review of Allowances Payable in Terms of This Award

Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- (a) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
 - (1) Clause 29. Meal Expenses on one day journeys;
 - (2) Clause 30. Travelling Allowances when staying in Non Government Accommodation;
 - (3) Clause 31. Travelling Allowances when staying in Government Accommodation;
 - (4) Clause 95. Overtime meal allowances.
- (b) Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (1) Clause 36. Camping Allowances;
 - (2) Clause 37. Composite Allowance;
 - (3) Clause 38. Allowances payable for use of private motor vehicle;
 - (4) Clause 40. Camping Equipment Allowance;
 - (5) Clause 41. Allowance for living in a remote area;
 - (6) Clause 42. Assistance to staff members stationed in a remote area when travelling on recreation leave;
 - (7) Clause 45. Room at Home used as Office;
 - (8) Clause 48 Uniforms, protective clothing and Laundry Allowance
 - (9) Clause 50. Garage and Carport Allowance; and
 - (10) Clause 94. Overtime Meal Breaks.
- (c) Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (1) Clause 93. On call (Stand-by) and On call Allowance ;
 - (2) Clause 47. Flying Allowance;
 - (3) Clause 52. Community Language Allowance Scheme;
 - (4) Clause 53. First Aid Allowance.

55. Trade Union Activities Regarded as on Duty

An Association delegate will be released from the performance of normal Departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act, 2000* and the Occupational Health and Safety Regulation 2001.
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
 - (1) Meetings with management;
 - (2) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (3) Any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

- (e) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) Presenting information on the Association and Association activities at induction sessions for new staff of the Department; and
- (h) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

56. Trade Union Activities Regarded as Special Leave

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- (a) Annual or biennial conferences of the Association;
- (b) Meetings of the Association 's Executive, Committee of Management or Councils;
- (c) Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (e) Attendance at meetings called by the PEO, as the employer for industrial purposes, as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- (g) Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 55, 56 and 57 apply.

57. Trade Union Training Courses

The following training courses will attract the grant of special leave as specified below:-

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.
- (b) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) All travelling and associated expenses being met by the staff member or the Association;
 - (4) Attendance being confirmed in writing by the Association or a nominated training provider.

58. Conditions Applying to on Loan Arrangements

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
 - (1) As an Executive Member; or
 - (2) A member of a Federal Council; or
 - (3) Vocational or industry committee.
- (b) Briefing counsel on behalf of the Association;
- (c) Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (d) Country tours undertaken by a member of the executive or Council of the Association;
- (e) Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- (f) Financial Arrangements --- The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
 - (1) The Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
 - (2) The Department will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the Association.
- (g) Recognition of "on loan" arrangement as service --- On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- (h) Limitation --- On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (i) Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the PEO for determination after consultation with the Department Head and the Association.

59. Period of Notice for Trade Union Activities

The Department Head must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

60. Access to Facilities By Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) Telephone, facsimile and, where available, E-mail facilities;
- (b) A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (c) Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

61. Responsibilities of the Trade Union Delegate

Responsibilities of the Association delegate are to:

- (a) Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) Participate in the workplace consultative processes, as appropriate;
- (c) Follow the dispute settling procedure applicable in the workplace;
- (d) Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (e) Account for all time spent on authorised Association business;
- (f) When special leave is required, to apply for special leave in advance;
- (g) Distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and
- (h) Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

62. Responsibilities of the Trade Union

Responsibilities of the Association are to:

- (a) Provide written advice to the Department Head about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 63, Responsibilities of Workplace Management;
- (c) Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) Apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;
- (f) Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (g) Advise employer of any leave taken by the Association delegate during the on loan arrangement.

63. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- (a) Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (b) Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (c) Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (e) Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of subclause (e) of this clause;
- (g) To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (h) To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (i) If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

64. Right of Entry Provisions

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

65. Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in subclause (c) of clause 63. Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 63. Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, 29, 30, 31 or 32 of this award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the Department or the PEO, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Department by the Association or the staff member.

66. Industrial Action

- (a) Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under Clause 9, Grievance and Dispute Settling procedures).
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

67. Consultation and Technological Change

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- (b) The Departmental management shall consult with the Association prior to the introduction of any technological change.

68. Deduction of Trade Union Membership Fees

- (a) At the staff member's election, the Department Head shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Department Head and the Association in accordance with clause 10, Local Arrangements of this award.

69. Leave - General Provisions

- (a) The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- (c) Unless otherwise specified in this award a temporary employee employed under Section 27 of the *Public Sector Employment and Management Act*, 2002 is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

70. Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

71. Applying for Leave

- (a) An application by a staff member for leave under this Award shall be made to and dealt with by the Department Head.
- (b) The Department Head, shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the Department permit this to be done.

72. Parental Leave

Parental leave includes maternity, adoption leave and "other parent" leave.

- (a) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (1) For a period up to 9 weeks prior to the expected date of birth; and
 - (2) For a further period of up to 12 months after the actual date of birth.
 - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (b) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (2) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (3) Special Adoption Leave --- A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (c) Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (1) Short other parent leave --- an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (2) Extended other parent leave --- for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (1) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
 - (1) Applied for parental leave within the time and in the manner determined set out in subclause (i) of this clause; and
 - (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:

- (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (e) Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
 - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;
 - (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (f) A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (h) Right to request
- (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclause (a), (b) or (c) may make a request to the Department Head to:
 - (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (2) The Department Head shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (i) Notification Requirements
 - (1) When a Department is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the Award.

- (2) A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take maternity, adoption or other parent leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause(h).
 - (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
 - (i) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (4) Staff member's request and the Department Head's decision to be in writing

The staff member's request and the Department Head's decision made under 72(h)(1)(i) and 72(h)(1)(ii) must be recorded in writing.
 - (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months (or possible just cross reference back up) must notify the Department Head in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
 - (6) A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
 - (7) A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the department head decides otherwise.
- (j) A staff member has the right to his/her former position
 - (1) if she/he has taken approved leave or part time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part time basis.
 - (k) If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (l) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.

- (m) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- (n) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (o) A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- (p) A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
 - (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave
 - (ii) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
 - (iii) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- (q) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (r) If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (s) Communication during maternity, adoption or other parent leave
 - (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Department shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave.
 - (2) The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (3) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph (1).

73. Extended Leave

- (a) Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 of the *Public Sector Employment and Management Act, 2002*.

74. Family and Community Service Leave

- (a) The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.
- (b) Such cases may include but not be limited to the following:-
- (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (2) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (3) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (4) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - (5) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
 - (6) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
 - (7) Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The definition of "family" or "relative" in this clause is the same as that provided in subclause 82 (c) (2) of this award.
- (d) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:
- (1) 2½ of the staff member's working days in the first year of service and; on completion of the first year's service, 5 of the staff member's working days in any period of 2 years.; or
 - (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (d) If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

- (e) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (f) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 82. Sick Leave to Care for a Sick Family Member shall be granted when paid family and community service leave has been exhausted.
- (g) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

75. Leave Without Pay

- (a) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (g) No paid leave shall be granted during a period of leave without pay.

76. Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Department Head may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- (b) In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- (c) Up to 24 working days military leave per year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (d) A Department Head may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (e) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in sub-clause (c) may be granted Military Leave Top up Pay by the Department Head.

- (f) Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (g) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- (h) At the expiration of military leave in accordance with sub-clause (b) or (d), the staff member shall furnish to the Department Head a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

77. Observance of Essential Religious Or Cultural Obligations

- (a) A staff member of:
 - (1) Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (2) Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to the Department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Department Head, subject to:
 - (1) Adequate notice being given by the staff member;
 - (2) Prior approval being obtained by the staff member; and
 - (3) The time off being made up in the manner approved by the Department Head.
- (d) Notwithstanding the provisions of subclause (a), (b) and (c) of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

78. Recreation Leave

- (a) Accrual
 - (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - (2) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the *Public Sector Employment and Management Act, 2002*, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
 - (3) Recreation leave accrues from day to day.
- (b) Limits on Accumulation and Direction to Take leave

- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Department Head in special circumstances.
 - (2) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (3) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department.
 - (4) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Department.
- (c) Conservation of Leave --- If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Department Head shall:-
- (1) Specify in writing the period of time during which the excess shall be conserved; and
 - (2) On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.
 - (3) A Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the Department Head and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
 - (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
 - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
 - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
 - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
 - (7) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - See clause 72, Parental Leave.
 - (8) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.

- (9) A staff member to whom paragraph (8) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death --- Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- (f) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- (1) To the widow or widower of the staff member; or
 - (2) If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - (3) If there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) If there is no person entitled under paragraph (1), (2) or (3) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- (g) Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays --- Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses (g) or (h) respectively of clause 88. Shift Work.
- (h) Recreation leave does not accrue during leave without pay other than
- (1) military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (3) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (4) incapacity for which compensation has been authorised under the Workplace Injury Management and *Workers' Compensation Act 1998*; or
 - (5) periods which when aggregated, do not exceed 5 working days in any period of 12 months.

79. Annual Leave Loading

- (a) General --- Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses (b) to (f) of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- (b) Loading on additional leave accrued --- Where additional leave is accrued by a staff member:-
- (1) As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

- (2) If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (c) Shift workers --- Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (1) The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- (2) 17½% annual leave loading.
- (d) Maximum Loading --- Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (e) Leave year --- For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (f) Payment of annual leave loading --- Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- (1) Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flexleave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- (2) If at least two weeks' leave, as set out in paragraph (1) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- (3) While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph (1) of this subclause, is taken.
- (4) A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- (5) Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

80. Sick Leave

- (a) Illness in this clause and in clauses 81 and 82 means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (b) If the Department Head is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Department Head:
- (1) Shall grant to the staff member sick leave on full pay; and
- (2) May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.

- (c) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- (1) is unable to carry out their duties without distress; or
 - (2) risks further impairment of their health by reporting for duty; or
 - (3) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public
- (d) Entitlements
- (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.
 - (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (3) A staff member's sick leave entitlement is to be reduced when an aggregate period of 1 months leave without pay is taken during a calendar year. A month is 22 working days.
 - (4) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (5) Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (6) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (7) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (8) Paid sick leave shall not be granted during a period of unpaid leave, except where a staff member is on sick leave without pay extending past 1 January when a new annual grant accrues.
- (e) Payment during the initial 3 months of service --- Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (f) Seasonal or relief staff --- No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

81. Sick Leave - Requirements for Medical Certificate

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Department Head in respect of the absence.
- (b) A staff member who furnishes a medical certificate covering the latter part of the absence only, may be granted sick leave for the entire period if the Department Head is satisfied that the reason for the absence is genuine.

- (c) A staff member shall be put on notice in advance if required by the Department Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (d) If there is any concern about the reason shown on the medical certificate, the Department Head, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the Government Medical Officer for advice.
- (e) The nature of the leave to be granted to a staff member shall be determined by the Department Head on the advice of the Government Medical Officer.
- (f) If sick leave applied for is not granted, the Department Head must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (g) A staff member may elect to have an application for sick leave dealt with confidentially by the Government Medical Officer in accordance with the general public service policy on confidentiality, as applies from time to time.
- (h) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) In respect of recreation leave, the period set out in the medical certificate;
 - (2) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (i) Subclause (h) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (j) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

82. Sick Leave to Care for a Family Member

When family and community service leave provided for in clause 74 is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:-

- (1) The staff member being responsible for the care and support of the person concerned; and
- (2) The person concerned being:-
 - (i) a spouse of the staff member; or
 - (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

83. Sick Leave - Workers' Compensation

- (a) The Department Head shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Department Head will ensure that, once received by the Department, a staff member's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

- (h) If a staff member notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Department Head provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
 - (1) The staff member's claim for workers' compensation;
 - (2) The conduct of a medical examination by a Government or other Medical Officer;
 - (3) A medical certificate issued by the examining Government or other Medical Officer; or
 - (4) Action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

84. Sick Leave - Claims Other Than Workers' Compensation

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:-
 - (1) Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the staff member; and
 - (2) In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Department the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Department Head is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the Department of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

85. Special Leave

- (a) Special Leave --- Jury Service

- (1) A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
 - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Department Head shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flexleave or leave without pay.
- (b) Witness at Court --- Official Capacity -- When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Department.
- (c) Witness at Court --- Other than in Official Capacity --- Crown Witness --- A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (1) Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (2) Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
 - (3) Association Witness --- a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the Department for the required period.
- (d) Called as a witness in a private capacity --- A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations -
- (1) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Department Head.
 - (2) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
 - (3) If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- (f) Special Leave - Union Activities --- Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 56. Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home --- Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long

weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

- (h) Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- (i) A staff member who identifies as an Indigenous Australian shall be granted up to one days special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- (j) Special Leave - Other Purposes --- Special leave on full pay may be granted to staff members by the Department Head for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

86. Staff Development and Training Activities

- (a) For the purpose of this clause, the following shall be regarded as staff development and training activities:
- (1) All staff development courses conducted by a NSW Public Sector organisation;
 - (2) Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (3) Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (b) For the purposes of this clause, the following shall not be regarded as staff development and training activities:-
- (1) Activities for which study assistance is appropriate;
 - (2) Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
 - (3) Activities which are of no specific relevance to the NSW Public Sector.
- (c) Attendance of a staff member at activities considered by the Department Head to be:
- (1) Essential for the efficient operation of the Department; or
 - (2) Developmental and of benefit to the NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:
- (1) Recognition that the staff members are performing normal duties during the course;
 - (2) Adjustment for the hours so worked under flexible working hours;

- (3) Payment of course fees;
 - (4) Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (5) Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 89, Overtime - General of this award.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:
- (1) Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (2) Payment of course fees;
 - (3) Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (4) Such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (f) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- (g) Higher Duties Allowance --- Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

87. Study Assistance

- (a) The Department Head shall have the power to grant or refuse study time.
- (b) Where the Department Head approves the grant of study time, the grant shall be subject to:
 - (1) The course being a course relevant to the Department and/or the public service;
 - (2) The time being taken at the convenience of the Department; and
 - (3) Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- (c) Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- (d) Study time may be used for:
 - (1) Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (2) Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or

- (3) Private study; and/or
- (4) Accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause.
- (e) Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
 - (1) Face-to-Face --- Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (2) Correspondence --- Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (3) Accumulation --- Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of clause 87. Study Assistance of this award.
- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- (g) Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and the Department.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (i) Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (j) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence Courses --- Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (m) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (n) Repeated subjects --- Study time shall not be granted for repeated subjects.
- (o) Expendable grant --- Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (p) Examination Leave --- Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:

- (1) Time actually involved in the examination;
- (2) Necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave --- Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (t) All staff members are eligible to apply and no prior service requirements are necessary.
- (u) Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (v) Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (w) Scholarships for Part-Time Study --- In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

88. Shift Work

- (a) Shift Loadings --- A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%
- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays --- For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts --- Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts --- Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

(f) Public Holidays --- With the exception of classifications listed in Schedule B to this award, the following shall apply:

- (1) Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- (2) A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

(g) Part A of Schedule B --- Shift workers employed in the classifications specified in Part A of Schedule B to this award shall receive the following:

- (1) For ordinary rostered time worked on a Saturday --- ordinary salary and an additional payment at the rate of half time.
- (2) For ordinary rostered time worked on a Sunday --- ordinary salary and an additional payment at the rate of three quarter time.
- (3) When rostered off on a public holiday -- ordinary salary and an additional day's pay.
- (4) When rostered on and works on a public holiday --- ordinary salary and an additional payment at the rate of time and a half.
- (5) Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.
- (6) Additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

(h) Part B of Schedule B - Shift workers employed in the classifications specified in Part B of Schedule B to this award shall receive the following:

- (1) For ordinary rostered time worked on a Saturday --- ordinary salary and an additional payment at the rate of half time.
- (2) For ordinary rostered time worked on a Sunday --- ordinary salary and an additional payment at the rate of three quarter time.
- (3) When rostered off on a public holiday --- no additional compensation or payment.
- (4) When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of half time.
- (5) Annual leave at the rate of six weeks per year, that is 30 working days plus 12 rest days.
- (6) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of payment 12 months from 1 December one year to 30 November the next year	Additional payment
--	--------------------

4-10	1/5th of one week's ordinary salary
11-17	2/5ths of one week's ordinary salary
18-24	3/5ths of one weekss ordinary salary
25-31	4/5ths of one weekss ordinary salary
32 or more	one weekss ordinary salary

- (7) The additional payment in terms of paragraph (6) of subclause (h) of this clause shall be made after 1 December each year for the preceding 12 months.
- (8) Where the shift worker retires or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker;
- (9) Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement or termination.
- (i) Rosters --- Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (j) Notice of Change of Shift --- A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- (k) Breaks between Shifts --- A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (l) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 90, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (m) Time spent off duty may be calculated by determining the amount of time elapsed after:-
- (1) The completion of an ordinary rostered shift; or
 - (2) The completion of authorised overtime; or
 - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

89. Overtime - General

- (a) A staff member may be directed by the Department Head to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (1) The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) Any risk to staff member health and safety,
 - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) The notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or

- (5) Any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- (d) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

90. Overtime Worked By Shift Workers

- (a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
 - (1) Monday-Friday --- All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (2) Saturday --- All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (3) Sunday --- All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays --- All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (b) Eight Consecutive Hours Break on Overtime --- When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (c) The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
- (d) Daylight Saving --- In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

91. Overtime Worked By Day Workers

- (a) The provisions of this clause shall not apply to:
 - (1) Shift workers as defined in clause 3 Definitions of this award and to whom provisions of clause 88. Shift Work and clause 90. Overtime Worked by Shift Workers of this award apply;
 - (2) Staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;

- (3) Staff members to who overtime provisions apply under another industrial instrument;
 - (4) Staff members whose salary includes compensation for overtime;
 - (5) Staff members who receive an allowance in lieu of overtime; and
 - (6) Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 98. Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this clause.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) --- at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member s ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this award apply;
 - (2) Saturday --- All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - (3) Sundays --- All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays --- All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

92. Recall to Duty

- (1) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (2) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (3) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (4) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (5) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (6) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (7) This clause shall not apply in cases where it is customary for a staff member to return to the Department's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

93. On-Call (Stand-By) and On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (a) Entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B Monetary Rates when directed by the Department to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- (b) If a staff member who is on call and is called out by the Department, the overtime provisions as set out in clause 90. Overtime worked by Shift Workers or clause 91. Overtime worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

94. Overtime Meal Breaks

- (a) Staff members not working flexible hours --- A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours --- A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally --- A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

95. Overtime Meal Allowances

- (a) If an adequate meal is not provided by the Department, a meal allowance shall be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:
 - (1) the time worked is directed overtime;

- (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
 - (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
 - (d) Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
 - (e) Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

96. Rate of Payment for Overtime

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

97. Payment for Overtime Or Leave in Lieu

- (a) The Department Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:-
 - (1) The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - (3) The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 82. Sick Leave to Care for a Sick Family Member apply.
 - (4) The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's Department or section;
 - (5) Leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association;
 - (6) At the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (7) A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

98. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services

The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:-

- (a) Payment at the rate of one third of one day's pay for each tour of duty; or
- (b) If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 97. Payment for Overtime or Leave in Lieu.

99. Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (d) of clause 91, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{X}{\text{No of ordinary hours of work per week}} \times 1$$

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{X}{\text{No of ordinary hours of work per week}} \times 1$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

100. Provision of Transport in Conjunction With Working of Overtime

- (a) For the purpose of this clause, departure or arrival after 8.00p.m will determine whether the provisions of this clause apply.

Departure or arrival after 8.00p.m of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of Departments where knowledge of each particular situation will enable appropriate judgements to be made.

- (b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

- (c) Provision of Taxis

Where a staff member:

- ceases overtime duty after 8.00p.m., or

- ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

101. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
- (1) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) Offering or providing junior rates of pay to persons under 21 years of age;
 - (3) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (4) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

102. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a Department or section of a Department at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

103. Area, Incidence and Duration

- (a) This award shall apply to officers, Departmental temporary employees and Casual employees as defined in the *Public Sector Employment and Management Act, 2002* employed in Departments listed in Schedule 1 to the *Public Sector Employment and Management Act, 2002*.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Public Service Conditions of Employment) Award published 21 March 2003 (338 IG 837) and all variations thereof.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 23 February 2006.
- (d) The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Allowances

Effective 1 July 2005

Item No	Clause No	Description	Amount \$
1		Meal Expenses on One Day Journeys Capital cities and high cost country centres (see list in item 2)	
	29(1)	Breakfast	18.90
	29(2)	Dinner	36.40
	29(3)	Lunch	21.15
		Tier 2 and other country centres (see list in item 2)	
	29(1)	Breakfast	16.85
	29(2)	Dinner	33.30
	29(3)	Lunch	19.30
2	30(2)(a)	Travelling Allowances When Staying in Non-Govt Accommodation	
		Capital Cities	Per day
		Adelaide	222.00
		Brisbane	226.00
		Canberra	199.00
		Darwin	219.00
		Hobart	195.00
		Melbourne	241.00
		Perth	209.00
		Sydney	248.00
	30(2)(a)	High cost country centres	Per day
		Alice Springs	182.00
		Ballarat (Vic)	188.00
		Broome (WA)	220.00
		Burnie (Tas)	184.50
		Carnarvon (WA)	186.00
		Christmas Island	211.00
		Dampier (WA)	189.00
		Devonport (Tas)	190.00

		Exmouth	86.00
		Gold Coast (Qld)	197.00
		Halls Creek	194.50
		Horn Island (QLD)	200.00
		Jabiru (NT)	296.00
		Kalgoorlie (WA)	186.00
		Karratha (WA)	243.00
		Kununurra (WA)	210.00
		Launceston (TAS)	186.00
		Maitland (NSW)	183.00
		Newcastle (NSW)	199.00
		Newman (WA)	208.00
		Norfolk Island	191.00
		Pt Hedland (WA)	208.00
		Queenstown (TAS)	186.50
		Thursday Island (Qld)	231.00
		Weipa (Qld)	216.00
		Wilpena (SA)	194.00
		Wollongong (NSW)	191.00
	30(2)(a)	Yulara	373.00
		Tier 2 country centres	Per day
		Ararat (VIC)	170.00
		Bathurst (NSW)	170.00
		Bendigo (VIC)	170.00
		Bordertown (SA)	170.00
		Broken Hill (NSW)	170.00
		Bunbury (WA)	170.00
		Cairns (Qld)	170.00
		Castlemaine (VIC)	70.00
		Cocos (Keeling) Islands	170.00
		Geelong (VIC)	170.00
		Mount Gambier (SA)	170.00
		Mount Isa (QLD)	170.00
		Northam (WA)	170.00
		Orange (NSW)	170.00
		Port Lincln (SA)	170.00
		Portland (VIC)	170.00
		Wagga Wagga (NSW)	170.00
		Warnambool (VIC)	170.00
			Per Day
	30(2)(a)	Other country centres	158.00
	30(2)(b)	Incidental expenses when claiming actual expenses - all locations	14.55
	30(5)	Daily allowance payable after 35 days and up to 6 months in the same location all locations	50% of the appropriate location rate
3	31	Government accommodation- incidental expenses	\$14.55 per day
4	36(b)	Camping Allowance	Per night
		Established camp	\$24.00
		Non established camp	\$31.80
		Additional allowance for staff who camp in excess of 40 nights per year	\$7.60
5	37(b)	Composite allowance (per day)	\$114.60
6	38(d)	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity- over 2700cc	79.1
		1600cc to 2700cc	73.6
		under 1600cc	52.7
		Casual rate	

		Engine capacity- Over 2700cc	28.1
		1600cc-2700cc	26.1
		under 1600cc	22.0
		Motor cycle allowance	
		Normal business	34.7
		During transport disruptions	17.4
		Towing trailer or horse float	10.2
		Transport allowance	
		Engine capacity- Over 1600cc	33.7
		1600cc and under	28.2
7	40(b)	Camping Equipment Allowance	Per night
	40(c)	Camping Equipment Allowance	\$23.70
		Bedding and sleeping bag	\$3.95
8		Remote Areas Allowance	Per annum
		With dependants	
	41(b)(1)	- Grade A	\$1,522 pa
	41(b)(2)	- Grade B	\$2,018 pa
	41(b)(3)	- Grade C	\$2,695 pa
		Without dependants	
	41(b)(1)	- Grade A	\$1,061 pa
	41(b)(2)	- Grade B	\$1,415 pa
	41(b)(3)	- Grade C	\$1,888 pa
9	42	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$37.50
		Other transport - with dependants	Actual reasonable expenses in excess \$37.50 and up to \$251.20
		Other transport - without dependants	Actual reasonable expenses in excess of \$37.50 and up to \$124.05
		Rail travel	Actual rail fare less \$37.50
10	43	Insurance cover	Up to \$A 1,173.00
11	44	Exchanges	Actual cost
12	45(a)	Room at home used as office (Effective 1 July 2005)	\$693 pa
13	96(a)	On-call allowance (Effective 1 July 2005)	0.67 per hour
14	47	Flying allowance (Effective 1 July 2005)	\$14.40 per hour
15	48(a)	Laundry allowance (Effective 1 July 2005)	\$3.65 per week
16	50(a)	Garage and carport allowance	Per annum
		- Garage allowance	\$491 pa
		- Carport allowance	\$109 pa
17	52	Community Language Allowance Scheme	Per annum
		- Base Level Rate	\$958 pa
		- Higher Level Rate	\$1,438 pa
18	53 (a)	First aid allowance	Per annum
		- Holders of basic qualifications	\$615 pa
		- Holders of current occupational first aid certificate	\$926 pa
19	95(a)	Overtime meal allowances	Effective 1 July 2005
		Breakfast	\$21.10
		Lunch	\$21.10

	Dinner	\$21.10
	Supper	\$8.30

SCHEDULE A

Staff eligible to receive Composite Allowance --

Rangelands Management Officers;

Field Supervisors;

Field Service Managers.

SCHEDULE B

Staff eligible to receive compensation for rostered work performed on Saturdays, Sundays and Public Holidays:

PART A

Regulatory Officers, Plant Diseases Act - Department of Agriculture;

Security Officers - Art Gallery of NSW;

Attendants - Australian Museum;

Clinical Neuro psychologist - Department of Corrective Services

Clerks, Psychologists, Welfare Officers -- Metropolitan Remand and Reception Centre (IDS) -- Department of Corrective Services

Gallery Service Officers - Art Gallery of NSW;

Journalist - Premier's Department;

Videotape Editor - Premier's Department.

PART B

Prison Officers - Department of Corrective Services;

Transitional Centre Workers - Department of Corrective Services

Rangers -- National Parks and Wildlife Service;

Field Officer -- National Parks and Wildlife Service;

Nurses -- Department of Community Services;

Crisis Care Workers (Full time) -- Child Protection and Family Crisis Service, Department of Community Services.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1653)

SERIAL C4221

**CROWN EMPLOYEES (DEPARTMENT OF JUVENILE JUSTICE -
DETENTION CENTRES 2005) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4134 of 2005)

Before The Honourable Mr Deputy President Harrison

24 November 2005

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Hours
5.	Casual Employment
6.	Part-time Employment
7.	Shift Work - Operational Stream
8.	All Incidences Allowance - Managerial Stream
9.	Annual Leave
10.	Annual Leave Loading
11.	Overtime
12.	Leave in Lieu of Payment of Overtime
13.	Leave Entitlements
14.	Rates of Pay and Allowances
15.	Higher Duties
16.	Entry, Promotion and Qualifications
17.	Transitional Arrangements

18. Uniforms and Protective Clothing
19. Settlement of Disputes
20. Anti-Discrimination
21. Deduction of Union Membership Fees
22. Leave Reserved
23. Notation
24. Area, Incidence and Duration

PART B - Monetary Rates

Table 1 - Rates of Pay

Table 2 - Allowances

Appendix A - Entry, Promotion and Qualifications

Appendix B - Transition of Existing Classifications

2. Title

This Award shall be known as the Crown Employees (Department of Juvenile Justice Detention Centres 2005) Award.

3. Definitions

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

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

"Casual Employee" means and includes all persons employed to work in an existing vacancy or in addition to normal staffing needs on a piecemeal basis, but shall not include a person employed in a temporary capacity for a set period.

"Centre" means a Juvenile Justice Detention Centre.

"Counselling and Administrative Stream" comprises staff members who are not engaged in the Managerial or the Operational Streams. This stream does not include Psychologists. Positions in this stream include:

Clerical Officer;
Counsellor; and
Staff Development Officer.

"Day Worker" means a staff member, other than a shift worker, who works ordinary hours from Monday to Friday and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of a shift system.

"Department" means the New South Wales Department of Juvenile Justice as listed in Schedule 1 of the Act.

"Director-General" means the Chief Executive Officer of the Department.

"Managerial Stream" comprises staff members engaged to perform duties relating to the management of a Centre and includes the positions of:

Centre Manager;
Assistant Manager;
Assistant Manager (Client Services); and
Unit Manager.

"Operational Stream" comprises staff members engaged to perform duties relating to direct service delivery to clients within a Centre and includes the positions of:

Youth Officer;
Vocational Instructor;
Unit Coordinator; and
Kitchen Support Officer.

"PEO" means the Public Employment Office.

"Regulation" means the Public Sector Employment and Management (General) Regulation 1996.

"Shift Worker" means a staff member engaged in the operational stream who works the ordinary rostered hours up to 19 days in a 28 day period.

"Staff member" means an officer or temporary employee as defined in the Act and, unless otherwise specified in the Crown Employees (Public Service Conditions of Employment) Award 2002, includes both full-time and part-time staff.

Notation: General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002 and the Public Service of New South Wales Personnel Handbook.

4. Hours

4.1 Operational Stream

(a) Ordinary Hours

- (i) The ordinary hours of work for staff members employed as shift workers in Centres shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle. Each staff member shall be free from duty for not less than eight full days and an allocated rostered day off in each cycle.
- (ii) The hours of work prescribed in paragraph (a)(i) of this sub-clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his/her other ordinary hours of work on not more than nineteen days in the cycle.

(b) Rostered Day Off Duty

- (i) Time for a rostered day off duty accrues at 0.4 of an hour for each eight hour day or shift.
- (ii) All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- (iii) The staff member's rostered day off duty prescribed in paragraph (a)(ii) of this sub-clause shall be determined by having regard to the operational needs of the Centre. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in paragraph (a)(i) of this sub-clause.
- (iv) Should the operational needs of the Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

- (v) Where a staff member has accumulated sufficient time to take his/her rostered day off duty prior to entering on annual leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.
 - (vi) Where a staff member has not accumulated sufficient time for a rostered day off duty prior to entering on annual leave, time in credit shall count towards taking the next rostered day off duty falling in roster sequence after the staff member's return to duty.
 - (vii) A staff member shall be entitled to the next rostered day off duty after returning from a period of worker's compensation leave or extended leave.
 - (viii) A rostered day off duty is not re-credited if the staff member is ill or incapacitated on a rostered day off duty. However sick leave shall not be debited.
 - (ix) Upon termination of employment, the staff member shall be paid for any untaken rostered time off.
 - (x) Permanent part-time staff members due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off duty.
- (c) Meal Breaks
- (i) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than five hours without a meal break of no less than 30 minutes. However where a staff member is called upon to work for any portion of a rostered unpaid meal break, such time shall be paid for at overtime rates.
 - (ii) Where the nature of the work of a staff member or a group of staff members is such that meals are to be taken at the allocated meal time for young persons in care, in these circumstances the provisions of paragraph (i) of this sub-clause shall not apply. However, all time in such circumstances shall be paid at the appropriate rate for the shift and the Department shall provide a meal to each staff member free of charge, the meal to be of the same or no less than the quality of that provided to the young persons under supervision.
 - (iii) The time taken for a staff member required to take his/her meals with clients shall be considered as ordinary hours of work.
- (d) Rosters
- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible to staff members. The roster covering a minimum period of 28 days, where practical, shall be displayed at least 14 days prior to the commencing date of the first working period in any roster.
 - (ii) A roster may be altered at any time to enable the service of a Centre to be delivered where another officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances. Where any such alteration involves a staff member working on a day that would have been his or her day off such time worked shall be paid for at overtime rates as specified in clause 11, Overtime of this Award.
 - (iii) Where practicable, a staff member who is required to change from one shift to another shift shall be given 48 hours notice of the proposed change.
 - (iv) Rostered days off duty in accordance with paragraph (b) of this sub-clause are to be shown on the roster of hours for each staff member.
 - (v) There shall be a minimum break of eight hours between ordinary rostered shifts.

4.2 Counselling and Administrative Stream

- (a) The ordinary hours of work are 35 hours per week, Monday to Friday inclusive and are subject to the conditions specified by the Crown Employees (Public Service Conditions of Employment) Award 2002 and subsequent variations and in accordance with the Department of Juvenile Justice Flexible Working Hours Agreement as amended from time to time.

4.3 Managerial Stream

- (a) The provisions of sub-clause 4.1 of this clause shall apply with the exception of sub-paragraph (b)(iv) and paragraph (d) of that sub-clause.
- (b) Should the operational needs of the Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable, rostered days off duty may be accrued to a maximum of 5 days in any calendar year and be taken in a less active period.

5. Casual Employment

- 5.1 A casual staff member is one engaged on an hourly basis.
- 5.2 A casual staff member may only be engaged for short-term periods where there is the need to supplement the workforce arising from fluctuations in the needs of the Centre.
- 5.3 A casual staff member shall be paid on an hourly basis based on the appropriate rate prescribed in Table 1, of Part 'B', plus 15% thereof with a minimum payment of four (4) hours for each engagement. This loaded rate of pay is in lieu of all leave entitlements, other than recreation and extended leave.
- 5.4 A casual staff member shall be entitled to the shift allowances prescribed in clause 7, Shift Work, where a shift commences prior to 6 a.m. or finishes subsequent to 6 p.m.
- 5.5 For weekend and public holiday work, casual staff members shall, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
 - (a) time and one half for work between midnight Friday and midnight Saturday;
 - (b) time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (c) double time and one half for work on a public holiday.
 - (d) for the purpose of this clause, any shift of which 50% or more is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked wholly on a Saturday, Sunday or public holiday and shall be paid as such.
- 5.6 On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
- 5.7 A casual employee's employment may be terminated for any reason by the giving of one hour's notice by either party.

6. Part-Time Employment

- 6.1 The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources for the Department's operation and be of benefit to staff members.
- 6.2 Part-time staff members shall be entitled to all other benefits of this Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full time hours for the position.

- 6.3 Part-time arrangements must be acceptable to both the Department and the staff member and shall be in accordance with Flexible Work Practices Policy and Guidelines issued by the PEO.
- 6.4 Where a part-time staff member works more hours than the ordinary hours of work for full-time staff members engaged on a shift, overtime, in accordance with Clause 11 - Overtime, shall apply.
- 6.5 Operational and Managerial Stream
- (a) For the purposes of this Award, an operational or managerial stream part time staff member is one who is permanently appointed to work a specified number of hours less than 152 hours per 28 days. A part time staff member will be free from duty for not less than eight days in each cycle.
- (b) A part-time staff member may work up to 152 hours in a 28 day period and in such case shall be paid for the hours actually worked at an hourly rate calculated on the appropriate rate prescribed in this Award.
- 6.6 Counselling and Administrative Stream
- (a) For the purposes of this Award, a part time counselling or administrative staff member is one who is permanently appointed to work a specified number of hours less than 35 hours in a five day week.
- (b) A part-time staff member may work up to 35 hours in a 5 day week and in such case shall be paid for the hours actually worked at an hourly rate calculated on the appropriate rate prescribed in this Award.

7. Shift Work - Operational Stream

7.1 Monday to Friday - Shift Loadings

- (a) A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following shift loadings depending on the commencing times of such shifts:

Day	at or after 6am and before 10.00 am	Nil
Afternoon	at or after 10am and before 1.00 pm-	10%
Afternoon	at or after 1pm and before 4.00 pm	12.5%
Night	at or after 4pm and before 4.00 am	15%
Night	at or after 4am and before 6.00am	10%

- (b) The loadings specified in this sub-clause shall only apply to shifts worked from Monday to Friday.

7.2 Weekends and Public Holidays - Penalties

- (a) For the purpose of this sub-clause, any shift of which 50% or more is worked on a Saturday, Sunday or public holiday shall be deemed to have been worked wholly on a Saturday, Sunday or public holiday and shall be paid as such.
- (b) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

- (c) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (d) Public Holidays - The following shall apply:
- (i) where a shift worker is required to and does work on a public holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a public holiday;
- (ii) a shift worker rostered off duty on a public holiday shall be paid one day's pay for that public holiday or have one day added to his/her annual leave entitlement for each such day.
- (e) A shift worker is entitled to receive compensation for regularly working Sundays and public holidays as specified in sub-clause 9.1(b) of Clause 9 - Annual Leave.

8. All Incidences Allowance - Managerial Stream

- 8.1 The percentage allowance prescribed in Table 2, Part B of this Award is payable to staff members employed within the Managerial Stream in lieu of payment of shift penalties, on call, leave loading and overtime rates. However, the Director-General has the discretion to approve that work outside normal rostered hours attract the provisions of Clause 11 - Overtime.
- 8.2 This allowance is payable for all incidences of employment and shall be regarded as part of salary for superannuation purposes.
- 8.3 The additional payment, as specified in Clause 9 - Annual Leave, also applies to staff members engaged in the Managerial Stream.

9. Annual Leave

9.1 Operational and Managerial Streams

- (a) Annual leave at the rate of six weeks per year inclusive of any public holiday/s.
- (b) Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve months from 1 December one year to 30 November the next year.	Additional Payment
4 - 10	1/5th of one week's ordinary salary
11 - 17	2/5ths of one week's ordinary salary
18 - 24	3/5ths of one week's ordinary salary
25 - 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (c) The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:
- (i) Where the employment of a staff member is terminated or the staff member retires, the staff member shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until date of termination or retirement.
- (ii) Payment shall be made at the rate applying as at 1 December each year, or at date of termination or retirement.

9.2 Counselling and Administrative Stream

Staff members engaged in this stream shall be entitled to annual leave in accordance with the provisions of the Regulation and the Crown Employees (Public Service Conditions of Employment) Award 2002, that is, paid annual leave for full time staff members and annual leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

10. Annual Leave Loading

- 10.1 With the exception of those staff members engaged in the Managerial Stream, staff members under the terms of this Award are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks recreation leave accrued in a leave year.
- 10.2 Loading on additional leave accrued: Where additional leave is accrued by staff members:
- (a) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the higher; or
 - (b) if located in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 10.3 Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (b) 17½% annual leave loading.
- 10.4 The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for Grade 12 Clerk.
- 10.5 Leave year: For the purposes of the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

11. Overtime

11.1 All Streams

Overtime shall be paid to staff members engaged under this Award at the following rates and conditions:

- (a) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or public holidays.
- (b) For the purposes of assessing overtime each day shall stand alone. Where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if it had occurred within the one day.
- (c) Overtime shall be paid for hours worked in excess of the ordinary hours of work, as defined in Clause 4 - Hours. Entitlements under this clause for staff members in the Managerial Stream are restricted by the provisions of Clause 8 - All Incidences Allowances - Managerial Stream .
- (d) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty.

- (e) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (f) Sundays - All overtime worked on a Sunday at the rate of double time.
- (g) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (h) A staff member may be directed to perform reasonable overtime. A staff member must report for duty if required unless exceptional circumstances exist.
- (i) For Operational Stream only: Where a change in a staff member's roster occurs with less than 48 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to alteration) shall be paid for at overtime rates.

11.2 Break After Overtime

- (a) A staff member who works overtime shall be entitled to be absent from duty until eight consecutive hours have elapsed.
- (b) Where a staff member, at the direction of the Department, resumes or continues work without having had eight consecutive hours off duty then the staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight consecutive hours off duty.

11.3 Recalled to Work Overtime

- (a) "On Call" - When a staff member, other than a staff member engaged in the Managerial Stream, is directed to be on call for a possible recall to duty, payment of an "on call" allowance shall be made. The allowance to be paid is that specified by the Crown Employees (Public Service Conditions of Employment) Award 2002 and subsequent variations.
- (b) Staff members recalled to work overtime after leaving the Department's premises, shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled.

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

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

12. Leave in Lieu of Payment of Overtime

A staff member who at the direction of the Department works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.

The following provisions shall apply to taking the leave in lieu:

- 12.1 the staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
- 12.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in Clause 11, Overtime.
- 12.3 the leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member in line with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 and subsequent variations;
- 12.4 the leave shall be taken as accrued in multiples of no less than a quarter hour;
- 12.5 leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Department and taken by the staff member within three months of accrual;
- 12.6 at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
- 12.7 a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

13. Leave Entitlements

- 13.1 All leave (except for extended leave) shall be granted and administered in accordance with Part 6 of the Regulation and the leave provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 and subsequent variations.
- 13.2 Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 to the Act.

14. Rates of Pay and Allowances

The minimum rates of pay and allowances to be paid to staff members are set out in Table 1, Part B of this Award.

15. Higher Duties

- 15.1 Staff members engaged in the Managerial and Operational Streams, when called upon by the Department to perform work of a classification or position paid on a higher rate, shall be paid the higher rate on the completion of a minimum of one eight hour shift, or equivalent working day.
- 15.2 Staff members engaged in the Counselling and Administrative Stream when called upon by the Department to perform work of a classification or position paid on a higher rate shall be paid the higher rate in terms of the Regulations.
- 15.3 Relieving for part of a shift in a higher position shall not attract monetary payment but shall be compensated through the acquisition of skills and experience gained by this opportunity.
- 15.4 The provisions of this clause apply only where a staff member relieves in another position covered by this Award.

16. Entry, Promotion and Qualifications

- 16.1 The appointment of staff members to vacant positions shall be by competitive merit selection process, or by transfer between like positions, as set out in the Act.
- 16.2 Staff members are required to complete the qualifications as specified in Tables 1 (a), (b) or (c), Appendix A, of this Award for entry into a stream.

- 16.3 Staff members are required to complete the qualifications as specified in Tables 1 (a), (b), or (c), Appendix A, of this Award for progression within a stream or across streams.
- 16.4 Staff members employed prior to the commencement date of this Award may be:
- (a) appointed to the following vacant positions namely:
 - (i) Table 1 (a) (iv), Appendix A, re Unit Coordinator; or
 - (ii) Table 1 (b) (i), Appendix A, re Unit Manager; or
 - (iii) Table 1 (b) (ii), Appendix A, re Assistant Manager; or
 - (iv) Table 1 (b) (iii), Appendix A, re Assistant Manager (Client Services);
 - (v) Table 1 (b) (iv), Appendix A, re Centre Manager; and
 - (b) subject to subclause 16.1. of this Award; and
 - (c) exempt from the requirements of subclause 16.2. for this transition to the Award; and
 - (d) dealt with under Clause 17, Transitional Arrangements.

17. Transitional Arrangements

- 17.1 Appendix B - Transition of Existing Classifications, Part B of this Award outlines existing classifications and translation to the remuneration and classification structure applicable to this Award.
- 17.2 Staff members appointed under sub-clause 16.4. of Clause 16 - Entry, Promotion and Qualifications of this Award shall be required to meet the following conditions:
- (a) staff members appointed to a position outlined in Table 1 (a) (iv), Appendix A, Part B shall be required to obtain the qualification specified within three years of the full availability of the prescribed qualification.
 - (b) staff members appointed to a position outlined in Tables 1 (b) (i) and (ii), appendix A, Part B shall be required to obtain the qualification specified within six years of appointment to the position.
 - (c) staff members, who hold a three year degree, appointed to a position outlined in Table 1 (b) (iii), Appendix A, Part B shall be required to obtain the qualification specified within three years of appointment to the position.
- 17.3 Staff members covered by sub-clause 17.2 of this clause shall remain on the incremental year to which he/she was appointed under Clause 16 - Entry, Promotion and Qualifications, until such time he/she completes the prescribed qualification.
- 17.4 Should a staff member be unable to meet the prescribed qualification requirements within the timeframes outlined in sub-clause 17.2 of this clause, the staff member shall be deemed not to meet the requirements of the position and shall be placed in a position within the previous Level and receive the highest salary appropriate to the previous level. However should the non-completion of the prescribed qualification requirement by the staff member be due to compelling personal or compassionate reasons or operational exigencies, the decision to place the staff member at a lower level shall be reviewed.
- 17.5 The onus is on the staff member to show cause for their inability to complete the qualification requirements to the Centre Manager for endorsement and approval by the Director Human Resources.
- 17.6 Should the staff member be aggrieved by the decision given, the process for resolution of the grievance as outlined in Clause 19, Settlement of Disputes, are to be followed.

18. Uniforms and Protective Clothing

- 18.1 Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each staff member or casual staff member required to wear them, provided that any staff member or casual staff member to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 18.2 A staff member or casual staff member on leaving the service of the Department shall return any uniform or part thereof supplied by the Department which is still in use by that staff member immediately or prior to leaving.
- 18.3 If the uniform of a staff member or casual staff member is not laundered at the expense of the Department, an allowance prescribed in Table 2 - Allowances, of Part B of the Award, shall be paid to such staff members.
- 18.4 Each staff member or casual staff member whose duties require him/her to work in the rain shall be supplied with suitable protective clothing upon request.
- 18.5 Each staff member or casual staff member whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

19. Settlement of Disputes

- 19.1 All industrial grievances or disputes shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the department, if required.
- 19.2 A staff member is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977 that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 19.4 The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 19.5 If the matter remains unresolved with the immediate supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Centre Manager and subsequently to the Regional Director.
- 19.6 The Centre Manager or Regional Director may refer the matter to the Department's Human Resources Branch or any senior staff member delegated by the Director-General of the Department.
- 19.7 The Director-General may refer the matter to the PEO for consideration.
- 19.8 If the matter remains unresolved, the Department shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.9 A staff member, at any stage, may request to be represented by the Association.

- 19.10 If the matter remains unresolved, either of the parties may refer the matter to the New South Wales Industrial Relations Commission. The parties shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.11 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

20. Anti Discrimination

- 20.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 20.2 It follows that in fulfilling their obligations under Clause 19 - Settlement of Disputes, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 20.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- 20.6 The Department and its employees may also be subject to Commonwealth Anti-Discrimination legislation.
- 20.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affectsany other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

21. Deduction of Union Membership Fees

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

- 21.3 Subject to 21.1 and 21.2 above, the Department shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the Association in accordance with the Association's rules, provided that the staff member has authorised the Department to make such deductions.
- 21.4 Monies so deducted from staff member's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to staff members' union membership accounts.
- 21.5 Unless other arrangements are agreed to by the Department and the Association, all union membership fees shall be deducted on a fortnightly basis.
- 21.6 Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

22. Leave Reserved

This clause provides leave reserved to the Department and the Association to negotiate on the issues of rates of pay, conditions and entitlements for staff members engaged in transport related duties. Both parties commit to the completion of the negotiations on this issue within six (6) months of the commencement date of this Award.

23. Notation

This Award shall apply in place of the following industrial instruments with respect to the classifications contained in this Award:

Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award.

Clerical Officers, All Departments Agreement No 2515 of 1988.

Section 82 (1) Determination No 866 of 1987 - Departmental Professional Officers.

Crown Employees (Department of Juvenile Justice - Direct Care Staff (Centres) 2004 Award.

24. Area, Incidence and Duration

- 24.1 This Award shall apply to staff members in the Department of Juvenile Justice in the positions and classifications identified in this Award.
- 24.2 Staff members are entitled to the conditions of employment provided by this Award and by the Public Sector Employment and Management Act 2002 and the Public Sector Employment and Management (General) Regulation 1996. The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002 or any replacement award, also apply to staff members covered by this Award, except where specifically varied by this Award.
- 24.3 Staff members shall be remunerated in accordance with the Crown Employees (Public Sector - Salaries January, 2004) Award and any variation or replacement award. Salaries at the time of making this Award are set out in Table 1 Rates of Pay in Part B of this Award.
- 24.4 The Award shall take effect from the first full pay period on or after 31 August 2002 and remains in force until 30 June 2004.
- 24.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 24 November 2005.
- 24.6 This award was reviewed under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Department Of Juvenile Justice - Detention Centres 2002) Award, published 25 February 2005 (348 I.G. 743).

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

PART B

MONETARY RATES

Table 1 - Rates of Pay - First Pay Period 01/07/04

Level	Year	A & C Grade Equivalent	Operational \$	Operational Casual Hourly Rate (1) \$	Counselling and Administrative \$	Managerial \$
1	1	GS Year 4	32,208	16.24		
	2	GS Year 5	33,570	16.93		
	3	GS Year 7			35,027	
	4	GS Year 8			36,322	
	5	GS Year 9			37,638	
	6	GS Year 10		39,029	19.69	39,029
2	1	Min 1	41,178	20.77	41,178	
	2	Max 1	42,389	21.38	42,389	
	3	Min 2	43,571	21.91	43,571	
	4	Max 2	44,766	22.58	44,766	
3	1	Min 3			46,036	
	2	Max 3			47,422	
4	1	Min 4	48,904		48,904	
	2	Max 4	50,407		50,407	
	3	Min 5	54,342		54,342	
	4	Max 5	56,057		56,057	
5	1	Min 6			58,254	58,254
	2	Max 6			59,962	59,962
	3	Min 7			61,757	61,757
	4	Max 7			63,604	63,604
6	1	Min 8			66,255	66,255
	2	Max 8			68,360	68,360
	3	Min 9			70,397	70,397
	4	Max 9			72,377	72,377
7	1	Min 10			75,332	75,332
	2	Max 10			77,577	77,577
8	1	Min 11				81,422
	2	Max 11				84,874
9	1	Min 12				90,192
	2	Max 12				94,165

(1) Does not include 15% casual loading

Table 2 - Rates of Pay - First Pay Period 01/07/05

Level	Year	A & C Grade Equivalent	Operational \$	Operational Casual Hourly Rate (1) \$	Counselling and Administrative \$	Managerial \$
1	1	GS Year 4	33,496	16.89		
	2	GS Year 5	34,913	17.61		
	3	GS Year 7			36,428	
	4	GS Year 8			37,775	

	5	GS Year 9			39,144	
	6	GS Year 10	40,590	20.48	40,590	
2	1	Min 1	42,825	21.60	42,825	
	2	Max 1	44,085	22.24	44,085	
	3	Min 2	45,314	22.79	45,314	
	4	Max 2	46,557	23.48	46,557	
3	1	Min 3			47,877	
	2	Max 3			49,319	
4	1	Min 4	50,860		50,860	
	2	Max 4	52,423		52,423	
	3	Min 5	56,516		56,516	
	4	Max 5	58,299		58,299	
5	1	Min 6			60,584	60,584
	2	Max 6			62,360	62,360
	3	Min 7			64,227	64,227
	4	Max 7			66,148	66,148
6	1	Min 8			68,905	68,905
	2	Max 8			71,094	71,094
	3	Min 9			73,213	73,213
	4	Max 9			75,272	75,272
7	1	Min 10			78,345	78,345
	2	Max 10			80,680	80,680
8	1	Min 11				84,679
	2	Max 11				88,269
9	1	Min 12				93,800
	2	Max 12				97,932

(1) Does not include 15% casual loading

Table 3 - Rates of Pay - First Pay Period 01/07/06

Level	Year	A & C Grade Equivalent	Operational \$	Operational Casual Hourly Rate (1) \$	Counselling and Administrative \$	Managerial \$
1	1	GS Year 4	34,836	17.57		
	2	GS Year 5	36,310	18.31		
	3	GS Year 7			37,885	
	4	GS Year 8			39,286	
	5	GS Year 9			40,710	
	6	GS Year 10	42,214	21.30	42,214	
2	1	Min 1	44,538	22.46	44,538	
	2	Max 1	45,848	23.13	45,848	
	3	Min 2	47,127	23.70	47,127	
	4	Max 2	48,419	24.42	48,419	
3	1	Min 3			49,792	
	2	Max 3			51,292	
4	1	Min 4	52,894		52,894	
	2	Max 4	54,520		54,520	
	3	Min 5	58,777		58,777	
	4	Max 5	60,631		60,631	
5	1	Min 6			63,007	63,007
	2	Max 6			64,854	64,854
	3	Min 7			66,796	66,796
	4	Max 7			68,794	68,794
6	1	Min 8			71,661	71,661
	2	Max 8			73,938	73,938
	3	Min 9			76,142	76,142

	4	Max 9			78,283	78,283
7	1	Min 10			81,479	81,479
	2	Max 10			83,907	83,907
8	1	Min 11				88,066
	2	Max 11				91,800
9	1	Min 12				97,552
	2	Max 12				101,849

(1) Does not include 15% casual loading

Table 2 - Allowances

Operational Stream

Allowance	Salary FPP 01/01/04 \$	Salary FPP 01/01/05 \$	Salary FPP 01/07/06 \$
Broken Shift Allowance	5.72 per shift	5.95 per shift	6.19 per shift
Chokage Allowance	3.15 per day	3.28 per day	3.41 per day
Uniform Allowance	3.28 per week	3.41 per week	3.55 per week
Trade Allowance	1,249.00 per annum	1,299.00 per annum	1,351.00 per annum

Chokage Allowance is provided to staff members who are required to assist in clearing sewerage chokages and are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation.

Managerial Stream

All Incidences Allowance - 22%

APPENDIX A

ENTRY, PROMOTION AND QUALIFICATIONS

Table 1 (a) - Operational Stream - Entry, Promotion and Qualifications

(i) Kitchen Support Officer

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification and Experience
1	1	32,208	33,496	34,836	Relevant experience.
	2	33,570	34,913	36,310	Relevant experience.

Kitchen Support Officers shall not progress further through the Operational Stream after attainment of Level 1 Year 2.

(ii) Youth Officer

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification and Experience
1	6	39,029	40,590	42,214	Completion of 3 units of Certificate III in Juvenile Justice (Youth Work); or possession of Higher School Certificate or higher qualification; or School Certificate or equivalent plus trade/equivalent; qualifications or School Certificate plus appropriate managerial/ supervisory experience.

2	1	41,178	42,825	44,538	Completion of Certificate III in Juvenile Justice (Youth Work) + relevant experience.
2	2	42,389	44,085	45,848	As Above
2	3	43,571	45,314	47,127	As Above
2	4	44,766	46,557	48,419	Completion of Certificate IV in Juvenile Justice (Youth Work) + relevant experience.

Entry to Level 2 Year 2 is automatic upon advice of successful completion of Certificate III in Juvenile Justice + relevant experience.

Annual increments shall occur on the anniversary of the completion of Certificate III subject to satisfactory performance.

(iii)

(a) Vocational Instructor (Trade, Maintenance, Grounds)

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification and Experience
1	6	39,029	40,590	42,214	Relevant Trade Certificate and Train Small Groups qualification (Category 1) or equivalent or the willingness to obtain this qualification.
2	1	41,178	42,825	44,538	Relevant Trade Certificate and Train Small Groups qualification (Category 1) or equivalent plus relevant experience.
2	2	42,389	44,085	45,848	As Above
2	3	43,571	45,314	47,127	As Above
2	4	44,766	46,557	48,419	As Above

If the staff member holds a trade qualification relevant to the staff member's vocational employment classification, the staff member shall be paid an allowance at the rate of \$1,100.00 per year in addition to the rates prescribed.

(iii)

(b) Vocational Instructor (Cook)

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification and Experience
1	6	39,029	40,590	42,214	TAFE Certificate II in Commercial Cookery and Train Small Groups qualification (Category 1) or equivalent or the willingness to obtain this qualification.
2	1	41,178	42,825	44,538	TAFE Certificate II in Commercial Cookery and Train Small Groups qualification (Category 1) or equivalent plus relevant experience.
2	2	42,389	44,085	45,848	As Above

2	3	43,571	45,314	47,127	As Above
2	4	44,766	46,557	48,419	As Above

(iv) Unit Coordinator

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification and Experience
4	1	48,904	50,860	52,894	Completion of Certificate IV in Juvenile Justice (Youth Work) or Community Services or equivalent plus relevant experience.
4	2	50,407	52,423	54,520	As Above
4	3	54,342	56,516	58,777	As Above
4	4	56,057	58,299	60,631	As Above

Table 1 (b) - Managerial Stream - Entry, Promotion and Qualifications

(i) Unit Manager

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
5	1	58,254	60,584	63,007	Completion of Certificate IV in Juvenile Justice (Youth Work) or Community Services (or equivalent) plus relevant experience and Certificate IV in Management and Team Leadership or Certificate IV in Human Resources Management or Graduate Certificate in Management (or equivalent).
5	2	59,962	62,360	64,854	As above
5	3	61,757	64,227	66,796	As above
5	4	63,604	66,148	68,794	As above

(ii) Assistant Manager

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
6	1	66,255	68,905	71,661	Completion of Diploma in Behavioural Science, Management or equivalent plus relevant experience.
6	2	68,360	71,094	73,938	As Above
6	3	70,397	73,213	76,142	As Above
6	4	72,377	75,272	78,283	As Above

(iii) Assistant Manager (Client Services)

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
6	3	70,397	73,213	76,142	Four (4) year degree in a relevant discipline plus relevant experience.

6	4	72,377	75,272	78,283	As Above
---	---	--------	--------	--------	----------

(iv) Centre Manager

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
7	1	75,332	78,345	81,479	Completion of Diploma in Behavioural Science, Management or equivalent plus relevant experience.
	2	77,577	80,680	83,907	As Above
8	1	81,422	84,679	88,066	Completion of Diploma in Behavioural Science, Management or equivalent plus relevant experience.
	2	84,874	88,269	91,800	As Above
9	1	90,192	93,800	97,552	Completion of Diploma in Behavioural Science, Management or equivalent plus relevant experience.
	2	94,165	97,932	101,849	As Above

The Centre Manager position of Baxter Juvenile Justice Centre shall be in the Level 9 band.

The Centre Manager positions of Cobham, Reiby, and Juniperina Juvenile Justice Centres shall be in the Level 8 band.

The Centre Manager positions at Riverina, Keelong, Acmena and Orana Juvenile Justice Centres shall be in the Level 7 band.

Table 1 (c) - Counselling and Administrative Stream - Entry, Promotion and Qualifications

(i) Administrative

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
1	3	35,027	36,428	37,885	
	4	36,322	37,775	39,286	
	5	37,638	39,144	40,710	
	6	39,029	40,590	42,214	
2	1	41,178	42,825	44,538	
	2	42,389	44,085	45,848	
	3	43,571	45,314	47,127	
	4	44,766	46,557	48,419	
3	1	46,036	47,877	49,792	
	2	47,422	49,319	51,292	
4	1	48,904	50,860	52,894	
	2	50,407	52,423	54,520	

(ii) Counsellors

Level	Year	Salary FPP 01/07/04 \$	Salary FPP 01/07/05 \$	Salary FPP 01/07/06 \$	Qualification
2	1	41,178	42,825	44,538	Completion of 3 year degree plus relevant experience. Completion of 3 year degree and 1 year's service or completion of year degree
	4	44,766	46,557	48,419	

					plus relevant experience.
3	2	47,422	49,319	51,292	As Above
4	2	50,407	52,423	54,520	As Above
	3	54,342	56,516	58,777	As Above
	4	56,057	58,299	60,631	As Above
5	2	59,962	62,360	64,854	As Above
	3	61,757	64,227	66,796	As Above
	4	63,604	66,148	68,794	As Above

APPENDIX B

TRANSITION OF EXISTING CLASSIFICATIONS

As at November 2002

(All tables are to be read from left to right)

Senior Youth Workers to Youth Officers

Existing		Transition Arrangements					
Scale	Salary \$	No Certificate III	Salary \$	Certificate III	Salary \$	Certificate IV	Salary \$
Year 1	33,074	Level 1 Year 6	34,366	Level 2 Year 1	36,259	Level 2 Year 1	36,259
Year 2	34,623	Level 2 Year 1	36,259	Level 2 Year 2	37,325	Level 2 Year 2	37,325
Year 3	34,969	Level 2 Year 1	36,259	Level 2 Year 3	38,365	Level 2 Year 3	38,365
Year 4	35,225	Level 2 Year 1	36,259	Level 2 Year 3	38,365	Level 2 Year 4	39,417

Vocational Instructors

Existing		Transition Arrangements			
Scale	Salary \$	No Trade Qualification	New Salary \$	Trade Qualification	New Salary \$
Year 1	35,568	Level 2 Year 1	36,259	Level 2 Year 1	36,259
Year 2	36,221			Level 2 Year 1	36,259
Year 3	36,895			Level 2 Year 2	37,325
Year 4	37,546			Level 2 Year 3	38,365
Year 5	38,252			Level 2 Year 3	38,365
Year 6	38,964			Level 2 Year 4	39,417

Existing Vocational Instructors without qualifications shall translate to the appropriate salary rate as if they held qualifications. No further progression through the new scale shall occur until a qualification is obtained.

Maintenance Officers and Outdoor Attendants to Vocational Instructors

Existing		Transition Arrangements			
Scale	Salary \$	No Trade Qualification	New Salary \$	Trade Qualification	New Salary \$

Year 1	Outdoor Attendants 29,508 Maintenance Officers 30,802	Level 1 Year 6	34,366	Level 2 Year 1	36,259
Year 2	Outdoor Attendants 29,763 Maintenance Officers 31,311	Level 1 Year 6	34,366	Level 2 Year 1	36,259

Existing Maintenance Officers/Outdoor Attendants without qualifications shall translate to the appropriate salary rate as if they held qualifications. No further progression through the new scale shall occur until a qualification is obtained. Those officers with pre-requisite qualifications shall progress through the salary scale for Vocational Instructors.

DPO's to 'Counsellors'

Existing		Transition Arrangements			
Scale	Salary \$	3 Year Degree	New Salary \$	4 Year Degree	New Salary \$
Gde 1Yr 1	36,259	Level 2 Yr 1	36,259	Level 2 Yr 4	39,417
Gde 1 Y 2	37,686	Level 2 Yr 4	39,417	Level 3 Yr 2	41,757
Gde 1Yr 3	39,788	Level 3 Yr 2	41,757	Level 4 Yr 2	44,385
Gde 1Yr 4	42,646	Level 4 Yr 2	44,385	Level 4 Yr 3	47,850
Gde 1Yr 5	45,667	Level 4 Yr 3	47,850	Level 4 Yr 4	49,360
Gde 1 Yr 6	48,376	Level 4 Yr 4	49,360	Level 5 Yr 1	51,294
Gde 2 Yr 1	50,746	Level 5 Yr 1	51,294	Level 5 Yr 2	52,798
Gde 2 Yr 2	52,250	Level 5 Yr 2	52,798	Level 5 Yr 3	54,379
Gde 2 Yr 3	53,842	Level 5 Yr 3	54,379	Level 5 Yr 4	56,006
Gde 2 Yr 4	56,006	Level 5 Yr 4	56,006	Level 6 Yr 1	58,339
Gde 3 Yr 1	58,339	Level 6 Yr 1	58,339	Level 6 Yr 1	58,339
Gde 3 Yr 2	60,193	Level 6 Yr 2	60,193	Level 6 Yr 2	60,193
Gde 3 Yr 3	61,392	Level 6 Yr 3	61,987	Level 6 Yr 3	61,987
Gde 3 Yr 4	63,730	Level 6 Yr 4	63,730	Level 6 Yr 4	63,730
Gde 4 Yr 1	66,333	Level 7 Yr 1	66,333	Level 7 Yr 1	66,333
Gde 4 Yr 2	67,647	Level 7 Yr 2	68,309	Level 7 Yr 2	68,309

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(726)

SERIAL C4037

**CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 4588 of 2005)

Before The Honourable Justice Boland

19 September 2005

VARIATION

1. Delete the classification Grade 4 of subclause (i), Care Service Employees, of Clause 4, Employment Classifications, of the award published 21 June 2002 (334 IG 601) and all variations and insert in lieu thereof the following:

GRADE 4

Level One

An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate Qualification/Experience acceptable to the employer and is required to act on it, and

is designated by the employer as having responsibility for leading and/or supervising the work of others in excess of that required of a CSE 3; and

is required to work individually with minimal/ indirect supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the facility and comply with documentation requirements as determined by the employer.

Indicative tasks an employee at this level may perform are as follows.

Typical Duties

CARE STREAM	SUPPORT STREAM	MAINTENANCE STREAM
Overall responsibility for the provision of personal care to residents.	Coordinate and direct the work of staff involved with the preparation and delivery of food.	Coordinate and direct the work of staff performing gardening duties.
Coordinate and direct the work of staff.	Schedule work programs.	Schedule gardening work programs.
Schedule work programs.		Where required, let routine service contracts associated with gardening.

Level Two

An employee who is required to deliver medication to residents in facilities:

previously defined as Nursing Homes (as at 31 December 2004) by the, *Nursing Homes Act 1988*; or
in which more than 80% of places are "allocated high care places" as defined in the Aged Care Act.

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module - "Provide Physical Assistance with Medication" (CHCCS303A); or

Hold other appropriate qualification acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

2. Delete subclause (iii) of clause 5, Wages.
3. Delete subclause (iv) of clause 7, Hours, and insert in lieu thereof the following:
 - (iv) Each shift shall consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.
4. Delete subclause (v) of clause 10, Overtime, and insert in lieu thereof the following:
 - (v) All time worked by permanent part-time employees in excess of the hours prescribed in subclause (iv) of clause 7, Hours, of this award shall be paid for at overtime rates.
5. Insert after subclause (i) of clause 11, Permanent Part-time Employee, the following new subclauses and Renummer the following subclauses accordingly.
 - (ii) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment.
 - (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.

- (iii) Any adjusted contracted hours resulting from a review identified in subclause (ii) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
6. Delete subclauses (i) (ii) and (iii) of clause 18, Public Holidays, and insert in lieu thereof the following, and renumber subclauses accordingly.
- (i) Public holidays shall be allowed to employees without loss of ordinary pay.
 - (ii) For the purposes of this award, the following shall be deemed to be public holidays: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
 - (iii) In addition to those public holidays specified in sub-clause (ii) employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
 - (a) On the day on which the August Bank Holiday is observed; or
 - (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (c) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this award. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (d) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this award, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
 - (iv) Employees shall also be entitled to any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated, beyond those days already observed in accordance with subclauses (ii) and (iii) above.
7. Delete subclause (e) of clause 23, Personal/Carer's Leave, and insert in lieu thereof the following:
- (e) An employee, in addition to the circumstances and manner stated in subclauses (a)-(d), shall also be entitled to access accrued sick leave for the purposes of personal/carer's leave in the following situation:
 - 1. one permanent employee only per facility each calendar year shall be entitled to access two (2) days of such leave to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - 2. such an employee will give a minimum of four weeks notice to the employer of attendance at such training, unless a lesser notification period is agreed to by the employer, and the employer shall be entitled to request written confirmation from the Union as to the time and nature of the training;
 - 3. access to this two (2) days per year in this subclause is not cumulative; and

4. such an employee may, with the consent of the employer, access additional or alternative leave, as prescribed in subclauses (ii)-(vi) of this clause, for the purposes of attending such training as stated in subclause (e)(1) above.

8. Delete existing clause 45, Accommodation and Amenities, and insert in lieu thereof the following:

45. Accommodation and Amenities

- (i) The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- (ii) Such amenities must include:
- (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing, dining utensils;
 - (d) rest room;
 - (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) Safe and secure workplace.
- (iii) sub-clauses (i) & (ii) above shall not apply to homecare employees.
- (iv) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
9. Delete clause 48, No Extra Claims Commitment, and insert in lieu thereof the following:

48. No Extra Claims Commitment

It is a term of this award that the Union undertakes, for a two year period commencing 1 September 2005, not to pursue any extra claims.

10. Delete clause 50, Leave Reserved, and insert in lieu thereof the following:

50. Leave Reserved

The parties agree to the following:

- (a) continue to review the classification structures within the Award to ensure their on-going currency and relevance to the industry; and
 - (b) continue discussions regarding reasonable workloads.
11. Delete Table 1 - Monetary Rates and Table 2 - Other Rates and Allowances of Part "B" and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

	Current Rate \$/week	Wage Rate as from 1.9.2005	Wage Rate as from 1.9.2006

		\$/week	\$/week
Care Service Employees			
New Entrant Grade 1 Junior	452.40	470.50	489.30
Grade 1	530.70	551.90	574.00
Grade 2	544.70	576.70	611.30
Grade 3	577.70	612.40	649.10
Grade 4			
- Level 1	607.00	645.00	683.97
- Level 2	-	701.90	744.00
Grade 5 From	645.90	750.00	795.00
To	1,053.90	1,117.10	1,184.10

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note:- Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	627.70	652.80	678.90
Maintenance Supervisor (Otherwise) - in charge of staff	641.70	667.40	694.10
Maintenance Supervisor (Tradesperson)	682.30	709.60	738.00
CATERING OFFICER			
Trainee Catering Officer			
1st year	553.30	575.40	598.40
2nd year	563.70	586.20	609.60
3rd year	575.50	598.50	622.40
Assistant Catering Officer			
80-120 beds	581.20	604.40	628.60
120-300 beds	620.30	645.10	670.90
300-500 beds	666.80	693.50	721.20
500-1000 beds	685.20	712.60	741.10
Catering Officer			
80-120 beds	648.50	674.40	701.40
120-200 beds	666.80	693.50	721.20
200-300 beds	685.20	712.60	741.10
300-500 beds	720.20	749.00	779.00
500-1000 beds	778.90	810.10	842.50
DIVERSIONAL THERAPIST			
1st year of experience	556.40	589.80	625.20
2nd year of experience	585.00	620.10	657.30
3rd year of experience	613.20	650.00	689.00
4th year of experience	641.40	679.90	720.70
5th year of experience and thereafter	668.50	708.60	751.10

APPRENTICES			
Apprentice Cook			
1st year	346.60	367.40	389.50
2nd year	476.60	505.20	535.50
3rd year	534.40	566.50	600.40
Apprentice Gardener			
1st year	288.90	306.20	324.60
2nd year	346.60	367.40	389.50
3rd year	462.20	489.90	519.30
4th year	519.90	551.20	584.20
HEMOCARE EMPLOYEES			
Homecare Employee			
Grade 1	534.00	555.40	577.60
Grade 2	561.10	583.50	606.80
Grade 3	601.20	625.20	650.20

Live-in Housekeeper			
Grade 1	688.60	722.00	750.90
Grade 2	778.10	816.90	849.50
Grade 3	922.80	959.70	998.10
CLERICAL & ADMINISTRATIVE EMPLOYEES			
Juniors			
At 16 years of age and under	288.80	300.40	312.40
At 17 years of age	327.50	340.60	354.20
At 18 years of age	375.60	390.60	406.20
At 19 years of age	423.10	440.00	457.60
At 20 years of age	466.40	485.10	504.50
Adults			
Grade 1	574.30	597.30	621.20
Grade 2	609.50	633.90	659.30
Grade 3	646.30	672.20	699.10
Grade 4	675.90	702.90	731.00
Grade 5	707.20	735.50	764.90

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description		Amount from 1.9.2005	Amount from 1.9.2006
1	7(xi)(c)	Broken Shift	Per shift	7.02	7.30
2	9(iii)(a)	Overtime - Breakfast	Per meal	10.60	11.02
3	9(iii)(b)	Overtime - Luncheon	Per meal	13.70	14.25

4	9(iii)(c)	Overtime - Evening Meal	Per meal	20.00	20.80
5	10(ii)(b)	Overtime - recall use of own vehicle	Per klm	0.29	0.30
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	11.30	11.80
7	14(i)	Climatic & Isolation Allowance	Per week	4.55	4.73
8	14(ii)	Climatic & Isolation Allowance	Per week	8.59	8.93
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.43	0.45
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.69	0.72
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.20	0.21
12	17(v)	Use of Own Vehicle **	Per week	0.56	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Per week	7.56	7.86
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Per week	18.60	19.34
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Per week	26.57	27.63
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Per week	33.56	34.90

17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Per week	41.00	42.64
18	30(i)(c)	Uniform Allowance	Per week	5.42	5.64
19	30(i)(d)	Special Type Shoes Allowance	Per week	1.68	1.75
20	30(i)(e)	Cardigan or Jumper Allowance	Per week	1.62	1.68
21	30(i)(f)	Laundry Allowance - Uniform	Per week	4.51	4.69
22	31(ii)(d)	Sleepover Allowance	Per shift	34.60	36.00
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.62	1.68

12. This variation will shall take effect from the beginning of the first pay period to commence on or after 1 September 2005.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(009)

SERIAL C4176

**AMBULANCE SERVICE OF NEW SOUTH WALES
SUPERINTENDENT/OPERATIONAL MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5509 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete the clause title 18, Maternity, Paternity and Adoption Leave appearing in clause 2, Arrangement, of the award published 28 March 2002 (332 I.G. 404), as varied, and insert in lieu thereof the following new clause title.

18. Maternity, Adoption and Parental Leave

2. Insert after clause 17, Personal/Carer's, Family and Community Service Leave, and insert in lieu thereof the following:

18. Maternity, Adoption and Parental Leave

Employees shall be granted Maternity, Adoption and Parental Leave on such terms and conditions as prescribed by the Service's Instructional Circular 05/16.

3. Delete Clause 21, Long Service Leave, and insert in lieu thereof the following:

21. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to officers employed under the provisions of the Public Sector Employment and Management Act 2002, and the regulations made there under. This includes the taking of long service leave on half pay.

- (b) Where an employee has accrued a right to an additional rostered leave day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next additional rostered leave day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
4. Delete Clause 30, No Extra Claims, and insert in lieu thereof the following:

30. 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 Table 1, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Classification Structure

Classification		Rate from 1.7.2004 4% \$
Level 1	From	60,908
	To	63,808
Level 2	From	62,356
	To	73,959
Level 3	From	72,509
	To	82,660
Level 4	From	81,209
	To	97,162
Level 5	From	95,711
	To	107,314

6. Delete Table 3, Transitional/Classification Structure of Part B.
7. 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.

(1310)

SERIAL C4134

**CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF
EMPLOYMENT) AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 4631 of 2005)

Before The Honourable Justice Schmidt

12 September 2005

VARIATION

1. Delete Table 1 - Allowances of Part B, Monetary Rates, of the award published 21 March 2003 (338 I.G. 837) and insert in lieu thereof the following:

Table 1 - Allowances

Item No	Clause No	Description	Amount \$
1		Meal Expenses on One Day Journeys Capital cities and high cost country centres (see list in item 2)	
	28(1)	Breakfast	18.90
	28(2)	Dinner	36.40
	28(3)	Lunch	21.15
		Tier 2 and other country centres (see list in item 2)	
	28(1)	Breakfast	16.85
	28(2)	Dinner	33.30
	28(3)	Lunch	19.30
2	29(2)(A)	Travelling Allowances When Staying in Non-Govt Accommodation	
		Capital Cities Adelaide	\$ Per day 222.00

		Brisbane	226.00
		Canberra	199.00
		Darwin	219.00
		Hobart	195.00
		Melbourne	241.00
		Perth	209.00
		Sydney	248.00
	29(2)(A)	High cost country centres	\$ Per day
		Alice Springs	182.00
		Ballarat (Vic)	188.00
		Broome (WA)	220.00
		Burnie (Tas)	184.50
		Carnarvon (WA)	186.00
		Christmas Island	211.00
		Dampier (WA)	189.00
		Devonport (Tas)	190.00
		Exmouth	186.00
		Gold Coast (Qld)	197.00
		Halls Creek	194.50
		Horn Island (QLD)	200.00
		Jabiru (NT)	296.00
		Kalgoorlie (WA)	186.00
		Karratha (WA)	243.00
		Kununurra (WA)	210.00
		Launceston (TAS)	186.00
		Maitland (NSW)	183.00
		Newcastle (NSW)	199.00
		Newman (WA)	208.00
		Norfolk Island	191.00
		Pt Hedland (WA)	208.00
		Queenstown (TAS)	186.50
		Thursday Island (Qld)	231.00
		Weipa (Qld)	216.00
		Wilpena (SA)	194.00
		Wollongong (NSW)	191.00
		Yulara	373.00
	29(2)(A)	Tier 2 country centres	\$ Per day
		Ararat (Vic)	170.00
		Bathurst (NSW)	170.00
		Bendigo (Vic)	170.00
		Bordertown (SA)	170.00
		Broken Hill (NSW)	170.00
		Bunbury (WA)	170.00
		Cairns (Qld)	170.00
		Castlemaine (VIC)	170.00
		Cocos (Keeling) Islands	170.00
		Geelong (VIC)	170.00
		Mount Gambier (SA)	170.00
		Mount Isa (QLD)	170.00
		Northam (WA)	170.00
		Orange (NSW)	170.00
		Port Lincln (SA)	170.00
		Portland (VIC)	170.00
		Wagga Wagga (NSW)	170.00
		Warnambool (Vic)	170.00
	29(2)(A)	Other country centres	\$ Per Day
	29(2)(B)	Incidental expenses when claiming actual expenses all locations	158.00 14.55

	29(5)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	30	Government accommodation- incidental expenses	\$14.55 per day
4	35(b)	Camping Allowance Established camp Non established camp Additional allowance for staff who camp in excess of 40 nights per year	\$ Per night 24.00 31.80 7.60
5	36(b)	Composite allowance	\$114.60 per day
6	37(d)	Use of private motor vehicle Official business Engine capacity- over 2700cc 1600cc to 2700cc under 1600cc Casual rate Engine capacity- Over 2700cc 1600cc-2700cc under 1600cc Motor cycle allowance Normal business	Cents per kilometre 79.1 73.6 52.7 28.1 26.1 22.0 34.7
		During transport disruptions Towing trailer or horse float Transport allowance Engine capacity- Over 1600cc 1600cc and under	17.4 10.2 33.7 28.2
7	39(b) 39(c)	Camping Equipment Allowance Camping Equipment Allowance Bedding and sleeping bag	\$ Per night 23.70 3.95
8	40(b)(1) 40(b)(2) 40(b)(3) 40(b)(1) 40(b)(2) 40(b)(3)	Remote Areas Allowance With dependants Grade A Grade B Grade C Without dependants Grade A Grade B Grade C	\$ Per annum 1,522 2,018 2,695 1,061 1,415 1,888
9	41	Assistance to staff members stationed in a remote area when travelling on recreation leave By private motor vehicle Other transport - with dependants Other transport - without dependants Rail travel	Appropriate casual rate up to a maximum of 2850 kms less \$37.50 Actual reasonable expenses in excess \$37.50 and up to \$251.20 Actual reasonable expenses in excess of \$37.50 and up to \$124.05 Actual rail fare less \$37.50
10	42	Insurance cover	Up to \$A 1,173.00
11	43	Exchanges	Actual cost

12	44(a)	Room at home used as office	\$ 693 pa
13	46(a)	On-call allowance	0.67 per hour
14	47	Flying allowance	\$ per hour 14.40
15	49(a)	Laundry allowance	\$ per week 3.65
16	51(a)	Garage and carport allowance Garage allowance Carport allowance	\$ Per annum 491 109
17	53	Community Language Allowance Scheme Base Level Rate Higher Level Rate	\$ Per annum 958 1,438
18	54 (a)	First aid allowance Holders of basic qualifications Holders of current occupational first aid certificate	\$ Per annum 615 926
19	98(a)	Overtime meal allowances Breakfast Lunch Dinner Supper	\$ 21.10 21.10 21.10 8.30

2. This variation shall take effect on and from 5 September 2005.

M. SCHMIDT *J.*

Printed by the authority of the Industrial Registrar.

(008)

SERIAL C4175

OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5508 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete the clause title 29, Maternity, Paternity and Adoption Leave appearing in clause 2, Arrangement, of the award published 10 July 1998 (305 I.G. 905), as varied, and insert in lieu thereof the following new clause title.

29. Maternity, Adoption and Parental Leave

2. Insert after clause 28, Personal/Carer's Leave, Family and Community Service Leave, and insert in lieu thereof the following:

29. Maternity, Adoption and Parental Leave

Employees shall be granted Maternity, Adoption and Parental Leave on such terms and conditions as prescribed by the Service's Instructional Circular 05/16.

3. Delete Clause 33, Long Service Leave, and insert in lieu thereof the following:

33. Long Service Leave

- (a) Employees shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Public Sector Employment and Management Act 2002*, and the regulations made thereunder. This includes the taking of long service leave on half pay.

- (b) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (c) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.
4. Delete Clause 42, No Extra Claims, and insert in lieu thereof the following:

42. 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 Table 1, Monetary Rates, of Part B, Monetary rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates

Classification	Rate from 1.7.2004 4% \$
PATIENT TRANSPORT OFFICER	
Trainee & Year 1	641.80
Year 2	670.60
AMBULANCE OFFICER	
Trainee & Year 1	704.20
Grade 1	
Year 1	724.20
Year 2	738.10
Grade 2	
Year 1	758.20
Year 2	772.60
Year 3	785.40
Year 4	799.70
Year 5	814.60
Year 6	827.80
Year 7	842.30
STATION OFFICER	
Grade 1	890.80
Grade 2	906.00
DISTRICT OFFICER	
	935.90
AEROMEDICAL OPERATIONS OFFICER	
	1064.30

AMBULANCE TECHNICAL EDUCATOR	
Year 1	948.70
Year 2	980.80
Year 3	1,019.70
Year 4	1,056.80
AMBULANCE CLINICAL EDUCATOR	
Year 1	1,196.30
Year 2	1,240.90
Year 3	1,286.10
Year 4	1,330.70

6. Delete Table 2, Uniformed Operations centres Staff--Monetary Rates, of Part B and insert in lieu thereof the following:

Table 2 - Uniformed Operations centres Staff-Monetary Rates

Classification	Rate from 1.7.2004 4% \$
AMBULANCE OPERATIONS CENTRE OFFICER	
Trainee and Year 1	760.60
Year 1	782.10
Year 2	797.20
DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (DOCOOC)	
	1,038.90
SENIOR DUTY OPERATIONS CENTRE OFFICER, OPERATIONS CENTRE (SOCOOC)	
	1,070.70
AMBULANCE OFFICER (OPERATIONS CENTRE)	
Grade 1	
Year 1	782.10
Year 2	797.20
Grade 2	
Year 1	818.80
Year 2	834.40
Year 3	848.10
Year 4	863.70
Year 5	879.80
Year 6	894.10
Year 7	909.70

STATION OFFICER, OPERATIONS CENTRE (SOOC)	
Grade 1	962.10
Grade 2	978.50

7. Delete Table 3, Allowances, of Part B and insert in lieu thereof the following:

Table 3 - Allowances

Clause	Brief Description	Rate At 1.7.2004 \$
5	Specialist Allowance	28.20
5	Paramedic Allowance	83.10
12	On-call Allowance (daily)	13.70
12	On-Call Allowance (weekly)	54.70
23	* Living Away From Home Allowance	74.45
22	* Travelling Meal Allowance	13.25
13	* Overtime Meal Allowance	13.25
35 (a)	Climatic and Isolation Allowance	4.30
35 (b)	Climatic and Isolation Allowance	8.70
5	Advanced Life Support Allowance	58.30
5	Rescue (standby) Allowance	9.40
9 (a)	Ambulance Studies Certificate Allowance	16.50
9 (a)	Duty operations Centre Officer-Air Ambulance (Transitional Allowance applicable only to officers employed as Air Ambulance Co-ordination Officers as at the date of the making of this award)	9.40

8. Delete Table 4, Additional Allowances -Uniformed Operations Centres Staff, of Part B and insert in lieu thereof the following:

Table 4 - Additional Allowances-Uniformed Operations Centres Staff

Clause	Brief Description	Rate At 1.7.2004 \$
5	Operations Centre (standby) Allowance	15.10
9 (a)	Operations Centre Allowance (This Allowance is only applicable to Ambulance Officer Grade 1 & 2, Station Officer Grade 1 & 2 and District Officers. (Such an allowance is cumulative on other allowances paid to the employee at the time.)	60.20

9. The variations takes effect from 31 October 2005 but by administrative action the rates in Tables 1, 2, 3 and 4 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.

(561)

SERIAL C4174

PUBLIC HOSPITAL SOCIAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 5507 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Insert after subclause (iii) of clause 9, Area, Incidence and Duration, of the award published 12 May 2000 (315 IG 731), the following:
 - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 23 March 2004.
 - (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.
2. The variation takes effect from 31 October 2005.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

SERIAL C4372

COMMERCIAL TRAVELLERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 42 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Commercial Travellers (State) Industrial Committee published 20 December 2002 (337.I.G.563), and established on 15 November 2002, be extended to the 15 November 2008.
2. This order shall take effect on and from 6 February 2006 until 15 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4371

**BISCUIT, CAKE MAKERS & PASTRYCOOKS & C. (STATE)
INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 43 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Biscuit, Cake Makers & Pastrycooks & (State) Industrial Committee published 19 September 2003 (341.I.G.516), and established on 26 November 2002, be extended to the 26 November 2008.
2. This order shall take effect on and from 6 February 2006 until 26 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4370

**ANIMAL FEED MANUFACTURE (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 44 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Animal Feed Manufacture (State) Industrial Committee published 26 September 2003 (341.I.G.597), and established on 19 November 2002, be extended to the 19 November 2008.
2. This order shall take effect on and from 6 February 2006 until 19 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4369

**ADVERTISING SALES REPRESENTATIVES (SYDNEY DAILY
NEWSPAPERS) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 45 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Advertising Sales Representatives (Sydney Daily Newspapers) Industrial Committee published 12 September 2003 (341.I.G.451), and established on 21 November 2002, be extended to the 21 November 2008.
2. This order shall take effect on and from 6 February 2006 until 21 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4368

**ADVERTISING SALES REPRESENTATIVES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 46 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Advertising Sales Representatives (State) Industrial Committee published 12 September 2003 (341.I.G.452), and established on 21 November 2002, be extended to the 21 November 2008.
2. This order shall take effect on and from 6 February 2006 until 21 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4367

**STOREMEN & PACKERS, WHOLESALE PAINT, VARNISH, OIL &
COLOUR STORES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 47 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Storemen & Packers, Wholesale Paint, Varnish, Oil & Colour Stores (State) Industrial Committee published 19 September 2003 (341.I.G.518), and established on 26 November 2002, be extended to the 26 November 2008.
2. This order shall take effect on and from 6 February 2006 until 26 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4366

RUBBER WORKERS (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 48 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Rubber Workers (State) Industrial Committee published 26 September 2003 (341.I.G.598), and established on 19 November 2002, be extended to the 19 November 2008.
2. This order shall take effect on and from 6 February 2006 until 19 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4365

**STOREMEN & PACKERS, WHOLESALE OIL & PETROLEUM
PRODUCTS (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 49 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Storemen & Packers, Wholesale Oil & Petroleum Products (State) Industrial Committee published 19 September 2003 (341.I.G.519), and established on 26 November 2002, be extended to the 26 November 2008.
2. This order shall take effect on and from 6 February 2006 until 26 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4364

**STARCH & CONDIMENT MAKERS &C. (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 50 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Starch & Condiment Makers &C. (State) Industrial Committee published 19 September 2003 (341.I.G.520), and established on 26 November 2002, be extended to the 26 November 2008.
2. This order shall take effect on and from 6 February 2006 until 26 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4363

**STOREMEN & PACKERS, GENERAL (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 51 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Storemen & Packers General (State) Industrial Committee published 12 October 2003 (341.I.G.731), and established on 26 November 2002, be extended to the 26 November 2008.
2. This order shall take effect on and from 6 February 2006 until 26 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4362

**ADVERTISING SALES REPRESENTATIVES (TELEVISION AND
RADIO) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 52 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Advertising Sales Representatives (Television and Radio) Industrial Committee published 12 September 2003 (341.I.G.450), and established on 21 November 2002, be extended to the 21 November 2008.
2. This order shall take effect on and from 6 February 2006 until 21 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4361

**DOMESTIC PET FEED MANUFACTURE (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch an industrial organisation of employees.

(No. IRC 41 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The duration of the Industrial Committee, known as the Domestic Pet Feed Manufacture (State) Industrial Committee published 26 September 2003 (341.I.G.596), and established on 19 November 2002, be extended to the 19 November 2008.
2. This order shall take effect on and from 6 February 2006 until 19 November 2008.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4360

VEHICLE INDUSTRY (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees.

(No. IRC 18 of 2006)

Mr Deputy President Sams

6 February 2006

ORDER

The Commission orders that -

1. The Vehicle Industry (State) Industrial Committee published 5 July 1996 (293 I.G. 882), be extended for a further three years.
2. This order shall take effect on and from 6 February 2006.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE

VOLUME 357

INDEX

Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

Index

	Page
Awards and Determinations	
Awards Made or Varied	
Aged Care General Services (State)	(VSW) 264
Agricultural, Pastoral or Horticultural Society's Show (State)	(VIRC) 884
Ambulance Service of New South Wales Administrative and Clerical Employees (State)	(VIRC) 557
Ambulance Service of New South Wales Superintendent/Operational Managers (State)	(VIRC) 1206
Blue Circle Southern Cement (State)	(AIRC) 1019
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
Charitable, Aged and Disability Care Services (State)	(VSW) 1199
Club Managers' (State) Award 2006	(AIRC) 501
Coal Mining Industry (Accident Pay) Interim Award 2004	(AIRC) 146
Crown Employees (Department of Juvenile Justice - Detention Centres 2005)	(RIRC) 1177
Crown Employees (NSW Police (Nurses'))	(AIRC) 698
Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award	(VIRC) 569
Crown Employees (Police Officers Death and Disability) Award 2005	(AIRC) 959
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006	(RIRC) 1108
Crown Employees (Public Service Conditions of Employment) Award 2002	(VIRC) 1208
Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment)	(VIRC) 317
Crown Employees (Roads and Traffic Authority of New South Wales - Wages Staff) Award 2005	(AIRC) 641
Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005	(AIRC) 1068
Dental Assistants and Secretaries (State)	(VSW) 837
Dental Therapists (State)	(VIRC) 880
Dental Therapists (State)	(AIRC) 977
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
Endeavor Mine Award 2004	(AIRC) 826
Health and Community Employees Psychologists (State)	(VIRC) 874
Health and Community Employees Psychologists (State)	(AIRC) 970
Health Employees' (State)	(VIRC) 590
Health Employees' (State)	(AIRC) 737
Health Employees' Administrative Staff (State)	(VIRC) 876
Health Employees' Computer Staff (State)	(VIRC) 871
Health Employees' Conditions of Employment (State)	(VIRC) 304
Health Employees' Conditions of Employment (State)	(AIRC) 424
Health Employees Dental Officers (State)	(AIRC) 805
Health Employees' Engineers (State)	(VIRC) 869
Health Employees' General Administrative Staff (State)	(VIRC) 867
Health Employees' Interpreters' (State)	(VIRC) 878

Health Employees' Interpreters' (State)	(AIRC)	944
Health Employees' Medical Radiation Scientists (State)	(VIRC)	272
Health Employees' Pharmacists (State)	(VIRC)	845
Health Employees' Technical (State)	(VIRC)	577
Health Industry Status of Employment (State)	(AIRC)	340
Health Managers (State)	(VIRC)	549
Health Managers (State)	(VIRC)	883
Health Managers (State)	(AIRC)	1008
Health Professional and Medical Salaries (State)	(VIRC)	275
Hospital Scientists (State)	(VIRC)	600
Hospital Scientists (State)	(AIRC)	774
Ice Cream Carters and Van Salespersons (State)	(VIRC)	555
Inala Disability Services (State)	(AIRC)	177
K&R Fabrications (W'Gong) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2006 - 2009	(AIRC)	1081
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
Operational Ambulance Officers (State)	(VIRC)	1212
Orthoptists in Private Practice (State)	(AIRC)	922
Pacific Power Employees Consent Award 2002	(VSW)	538
Pacific Power Employees Consent Award 2002	(RVIRC)	540
Plumbers and Gasfitters (State)	(VSW)	839
Printing Industries (State)	(VSW)	229
Private Hospital and Nursing Home Nurses' Superannuation (State)	(VIRC)	572
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 Health System Nurses' & Midwives' (State)	(AIRC)	345
Public Hospital (Career Medical Officers) (State)	(VIRC)	857
Public Hospital (Career Medical Officers) (State)	(AIRC)	986
Public Hospital (Medical Officers)	(VIRC)	847
Public Hospital (Medical Officers)	(AIRC)	898
Public Hospital (Physiotherapists, Occupational Therapists and Speech Pathologists) (State)	(AIRC)	335
Public Hospital (Training Wage) (State)	(VSW)	261
Public Hospital Professional Engineers' (Bio-medical Engineers) (State)	(AIRC)	812
Public Hospital Residential Services Assistants (State)	(VIRC)	574
Public Hospital Residential Services Assistants (State)	(AIRC)	815
Public Hospital Social Workers (State)	(VIRC)	1216
Public Hospitals (Medical Superintendents)	(AIRC)	757
Public Hospitals (Medical Superintendents) (State)	(VIRC)	581
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State)	(VIRC)	611
Public Hospitals (Professional and Associated Staff) Conditions of Employment (State)	(AIRC)	708
Public Hospitals Dental Assistants (State)	(VIRC)	882
Public Hospitals Dental Assistants (State)	(AIRC)	983
Public Hospitals Dental Staff (State)	(VIRC)	881
Public Hospitals Dental Staff (State)	(AIRC)	980
Public Hospitals Medical Record Librarians	(AIRC)	818
Royal New South Wales Institute for Deaf and Blind Children Employees' (State)	(VSW)	249
Royal Rehabilitation Service - Weemala Unit Residential Care Staff (State)	(VIRC)	575

Royal Rehabilitation Service - Weemala Unit Residential Care Staff (State)	(AIRC)	822
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
Scientific Officers (Public Hospital Dietitians) State	(AIRC)	808
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
Teachers (Co. As. It.) (State)	(AIRC)	471
Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Maintenance Award 2004 - 2007	(VIRC)	563
Transfield Services (Australia) Pty Ltd (Port Kembla Steelworks) Facility Maintenance Award 2004 - 2007	(VIRC)	566
Transport Industry - General Carriers Contract Determination	(VCD)	627
Transport Industry - Mixed Enterprises Interim (State)	(VIRC)	561
Transport Industry - Quarried Materials (State)	(VIRC)	886
Transport Industry - Quarried Materials, &c., Carriers Contract Determination	(VCD)	623
Transport Industry - Retail (State) Award 1999	(VIRC)	548
Transport Industry - Tourist and Service Coach Drivers (State)	(VIRC)	545
Transport Industry - Tourist and Service Coach Drivers (State)	(VIRC)	546
Transport Industry - Trade Waste (State)	(VIRC)	562
Transport Industry - Wholesale Butchers (State) Award 2000	(VIRC)	547
Transport Industry (State)	(VIRC)	541
Transport Industry (State)	(VIRC)	542
Obsolete Awards		
Elura Mines Enterprise (Consent) Award 2001		634
Industrial Committees and Other Tribunals -		
Industrial Committees -		
Advertising Sales Representatives (State)		1221
Advertising Sales Representatives (Sydney Daily Newspapers)		1220
Advertising Sales Representatives (Television and Radio)		1227
Animal Feed Manufacture (State)		1219
Biscuit, Cake Makers & Pastrycooks &c. (State)		1218
Commercial Travellers (State)		1217
Domestic Pet Feed Manufacture (State)		1228
Retail Employees (State) (Section 1)		635
Retail Employees (State) (Section 2)		636
Rubber Workers (State)		1223
Starch & Condiment Makers &c. (State)		1225
Storemen & Packers, General (State)		1226
Storemen & Packers, Wholesale Oil & Petroleum Products (State)		1224
Storemen & Packers, Wholesale Paint, Varnish, Oil & Colour Stores (State)		1222
Vehicle Industry (State)		1229
Enterprise Agreements Approved by the Industrial Relations Commission		327
		637
		887
Contract Agreements Approved by the Industrial Relations Commission		333