

Vol. 374, Part 3

14 September 2012

Pages 880 - 1141



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

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(1911)

SERIAL C8010

BORAL TRANSPORT LIMITED HAULIER CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 332 by Transport Workers' Union of New South Wales, Industrial Organisation of Employees, of a dispute with Boral Transport Limited.

(No. IRC 2221 of 2007)

Before Commissioner Connor

30 September 2008

CONTRACT DETERMINATION

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1. Area, Incidence and Duration

1.1 Application

This Contract Determination shall apply to Hauliers engaged by Boral Transport Limited within the State of New South Wales.

1.2 Application of Other Contract Determinations

This contract determination shall operate to the exclusion of all other contract determinations and agreements except the:

- (a) Boral GST Protocol (Facilitation & Compliance) Contract Determination [Industrial Gazette Vol 320 Page 831];

- (b) Transport Industry - Mutual Responsibility for Road Safety (State) Contract Determination [Industrial Gazette Reference Vol 361 Page 1278]; and
- (c) Transport Industry Redundancy (State) Contract Determination [Industrial Gazette Reference Vol 363 Page 853].

which shall be read and construed with this Contract Determination.

1.3 Duration

This Contract Determination shall commence to operate on 30 September 2008 and shall remain in force for a period of one year and thereafter in accordance with the Act.

1.4 Haulier Individual Contract

Subject to clause 14.1, this Contract Determination shall be read and construed with a hauliers individual contract (such contract as is executed from time to time under which the haulier is engaged by Boral to perform the cartage work) and where such contract provides a right or entitlement to the haulier more beneficial than this Contract Determination that right or entitlement shall continue to apply.

2. Parties

2.1 Boral and the Union

The parties to this Contract Determination are:

- (a) Boral; and
- (b) The Union.

3. Cartage Work

3.1 Haulier Obligations

A haulier shall perform the cartage work and do everything connected with it:

- (a) in accordance with this Contract Determination;
- (b) with due care and skill and in a proper, co-operative and thorough manner;
- (c) safely, and in accordance with Boral's safety requirements;
- (d) in accordance with the day to day operational directions given by Boral;
- (e) in accordance with any written directions, procedures or other specifications provided by Boral to a haulier;
- (f) using best efforts to promote Boral's business;
- (g) without jeopardising or damaging Boral's business; and
- (h) in compliance with all relevant laws.

3.2 Daily Records

A haulier shall return to Boral all delivery dockets, daily work sheets or other records required by Boral as and when required.

4. Prime Mover

4.1 Supply and Suitability

A haulier shall supply a prime mover which shall be suitable for the cartage work and capable of pulling the trailer provided by Boral.

4.2 Registration

A haulier shall at their own expense register their prime mover.

4.3 Maintenance and Repair

A haulier shall mechanically maintain and repair their prime mover at their own expense.

4.4 Running Expenses

A haulier shall pay all of the running costs associated with their prime mover.

4.5 Cease Using Prime Mover

A haulier shall stop using their prime mover (or any part of it) if Boral so directs because in Boral's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.

4.6 Communication Equipment

Boral shall at its expense supply, install and maintain in a haulier's prime mover the communication equipment required by Boral and the haulier shall operate that communication equipment efficiently.

4.7 Communication Equipment - Custody

A haulier shall have full responsibility for the safe custody of the communication equipment.

4.8 Return of Communication Equipment

Immediately upon the ending or termination of any head contract under which a haulier performs the cartage work they shall return the communication equipment to Boral in good order and condition, fair wear and tear only excepted.

5. Trailer

5.1 Supply and Suitability of Trailer

Boral shall supply a haulier with a trailer, which shall be suitable for the cartage work.

5.2 Maintenance and Running Expenses - Boral

Subject to clause 5.3, Boral shall at its expense register any trailer and maintain it in a safe and roadworthy condition at all times.

5.3 Maintenance and Running Expenses - Haulier

A haulier shall at its expense provide:

- (a) safe and roadworthy tyres; and
- (b) any replacement load cover if the replacement is required through the negligence of the haulier.

5.4 Timing of Trailer Maintenance

Boral and a haulier shall use their best endeavours to schedule trailer maintenance at a time that is least disruptive to the performance of the cartage work such as when a haulier is undertaking scheduled repairs or maintenance on their prime mover.

6. Nominated Driver

6.1 No One Else to Drive Vehicle

Except as expressly provided in our Contract Determination, a haulier shall make sure that no one except the nominated driver drives their vehicle when performing the cartage work.

6.2 Valid Driving Licence and Permits

A haulier shall make sure that the nominated driver is at all times the holder of a current:

- (a) driver's licence appropriately endorsed or issued in respect of their vehicle; and
- (b) immediately notify Boral if that licence is cancelled or suspended for any reason.

6.3 Change of Address

A haulier shall notify Boral in writing immediately of any change in their address or in the address of the nominated driver.

6.4 Substitute Driver

If the nominated driver cannot drive through illness or for other good reason, a haulier may use a substitute driver but a haulier shall:

- (a) first obtain Boral's approval for the substitute driver;
- (b) comply with any conditions Boral sees fit to impose including the length of time for use of the substitute driver;
- (c) make sure that the substitute driver possesses an appropriate current driver's licence; and
- (d) make sure that the substitute driver is paid in accordance with any relevant law.

6.5 Training Programs

A haulier shall make sure that the nominated driver and any substitute driver attend and satisfactorily complete any training program Boral reasonably requires.

7. Use of the Vehicle

7.1 Operating Condition

A haulier shall:

- (a) use their vehicle for cartage work strictly in accordance with the terms and conditions of this Contract Determination;
- (b) keep their vehicle clean, washed and in operating condition to Boral's satisfaction;
- (c) not overload the vehicle;
- (d) not use or operate the vehicle in a careless, reckless or dangerous manner;

- (e) make sure that the vehicle is not driven by any person under the influence of alcohol or of a drug which might adversely affect driving performance;
- (f) pay any fines or other penalties imposed if the maximum legal pay load carried with the haulier's vehicle is exceeded at any time or for any breach of any relevant laws;
- (g) immediately notify Boral, and later if required give Boral full particulars in writing, of any accident or incident in which the vehicle is involved;
- (h) shall make their vehicle available for inspection or testing as and when reasonably required by Boral; and
- (i) not use their vehicle unless or until the provisions of this clause have been complied with.

8. Loading and Delivery of Products

8.1 Depot

A haulier shall report available for work with their vehicle at the times and depots that Boral directs. A haulier will be allocated their first load next after all company operated vehicles have been allocated their first loads. Upon returning from their first load, a haulier will be allocated loads as Boral determines and to avoid any doubt Boral may allocate a load to a:

- (a) configuration of vehicle different to a haulier's requested by a customer;
- (b) company vehicle on a second shift; or
- (c) company B-Double combination vehicle,

before allocating a load to a haulier.

Immediately after being loaded, a haulier shall deliver the load to whatever address Boral instructs, and return after delivery to whatever depot Boral instructs, and a haulier shall use the shortest practicable route.

8.2 Checking of Load

After loading the vehicle and before leaving the depot, a haulier shall:

- (a) ensure that the load is secured by correct tarping and that all excess material has been cleared from the sides of the tipping body, the tailgate and anywhere else loose material could be held; and
- (b) immediately report to Boral's depot supervisor if they think that the load does not comply with the specification on the delivery docket.

8.3 Unloading

A haulier shall discharge the load at the delivery site in the manner and position reasonably directed by the customer. A haulier shall use every reasonable effort at the delivery site to obtain:

- (a) directions from the customer concerning the manner and position to discharge the load; and
- (b) from the customer any signatures required by Boral.

8.4 Salvage Rights

Boral may try to recover or salvage the load in a haulier's vehicle if there is a breakdown or accident and Boral believes that the delivery of the load may be delayed.

9. Country Work & Other Work

9.1 Performance

A haulier shall perform country or other work as directed by Boral for previously negotiated rates which must include an allowance for travelling and living away from home.

10. Painting

10.1 Painting and Logo

Boral:

- (a) shall approve the colours for a haulier's prime mover to be painted in when it is introduced to the fleet; and
- (b) shall each five years, reimburse a haulier half of the agreed cost (labour and materials) of painting a haulier's prime mover if Boral determine that through wear and tear the prime mover requires repainting.

11. Cartage Rates

11.1 Cartage Rates

Boral shall pay a haulier the rates set out in Schedule 1 and where applicable the Fuel Rise and Fall Surcharge set out in Schedule 3.

11.2 Payment

Boral shall pay a haulier by the 15th day (or the day following if the 15th day is a Public Holiday) of the next month for the cartage work for each month at the rates stated in Schedule 1 unless there is an unforeseen administrative difficulty in the processing of a haulier's pay in which case Boral shall pay that haulier as soon as practicable.

11.3 Method of Payment

Boral will pay by electronic funds transfer to a haulier's nominated account from a recognised financial institution.

11.4 Review of Rates

Boral shall:

- (a) adjust the rates in Schedule 1 in accordance with the provisions of Schedule 1 and Schedule 2; and
- (b) when the rates are reviewed, Boral shall notify the hauliers by placing the new rates on a notice board at each depot or by providing a haulier with a copy.

12. Insurance

12.1 Vehicle, Workers Compensation

A haulier shall obtain the following insurances before the start date and maintain them at their expense at all times during the term:

- (a) compulsory third party insurance for the prime mover as required by any relevant law;

- (b) comprehensive motor vehicle insurance third party property damage with Boral noted as principal for \$5,000,000 (or such higher sum as Boral requires from time to time) for each claim or occurrence;
- (c) public liability insurance arising from a haulier's business (to include but not be limited to liabilities not covered under either a statutory or third party property damage policy) for \$10,000,000 (or such higher sum as Boral requires from time to time) for each claim or occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

12.2 Insurance Policies

A haulier shall make sure that:

- (a) each insurance policy is placed with an insurer approved by Boral (who shall not unreasonably withhold its approval) and is for such amounts and covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Boral; and
- (b) (unless Boral agrees otherwise or unless any relevant law precludes this) Boral is named as principal for its respective rights and interests and for the purposes of a cross liabilities clause as permitted by law.

12.3 Premiums

A haulier shall punctually pay all premiums for policies and renewals of policies and shall provide on request at any time proof of payment and renewal to Boral's satisfaction.

12.4 Not to Prejudice Insurance

A haulier shall not do, permit or omit any act, matter or thing which might prejudice any insurance or make it void or voidable.

13. Termination for Default of Haulier and Stand Down

13.1 Winding Up

Boral may terminate the engagement of a haulier immediately by written notice if a haulier is wound up.

13.2 Boral's Right to Terminate for Default

If:

- (a) a haulier does not pay within one month of demand any monies payable to Boral on demand;
- (b) Boral gives a haulier a notice requiring repairs within a time which is reasonable having regard to the required repairs and a haulier does not comply with that notice;
- (c) a haulier does not comply with any provision of this Contract Determination, and a haulier fails to remedy that default within one month of written notice from Boral requiring the default to be remedied;
- (d) a haulier assigns or disposes of, or purports or attempts to assign or dispose of some or all of their rights under this Contract Determination;
- (e) except where a haulier's vehicle is unavailable due to it undergoing mechanical repairs, which are being undertaken within a time which is reasonable having regard to the required repairs, their vehicle is unavailable to perform cartage work without Boral's consent; or

- (f) the nominated driver is guilty of misconduct or is charged with an indictable offence.

then Boral may terminate the engagement of a haulier immediately by written notice.

13.3 Non-Default Termination

Despite clause 13.2, the engagement of a haulier may be terminated by either Boral or the haulier by giving the other person three months notice.

14. Assignment

14.1 No Assignment

A haulier shall not assign or dispose of, or purport or attempt to assign or dispose of some or all of their rights under this Contract Determination or their individual contract.

15. Disputes

15.1 Procedure for Dispute Resolution

The following steps apply in the following order for resolution of a dispute. For each step, the next step may be taken if the dispute has not been resolved:

- (a) consultation between a haulier and a representative of Boral at the depot;
- (b) consultation between a haulier and Boral's relevant senior manager; and then
- (c) reference of the matter to the Industrial Relations Commission of NSW.

(To avoid any doubt, at steps (b) and (c) of the procedure in clause 15.1 a haulier and Boral may be represented by their duly authorised representative)

15.2 Disputes - Continuity

Despite any issue or matter being in dispute, Boral and the relevant haulier (s) must continue to perform their respective obligations under this Contract Determination.

15.3 Building Code Compliance

Any decision of any court or tribunal must be consistent with the National Code of Practice for the Construction Industry and the Implementation Guidelines for the National Code of Practice for the Construction Industry.

16. Warranties Excluded

16.1 No representation, warranty or guarantee

Except as expressly provided for in this Contract Determination, Boral makes or gives no representation, warranty or guarantee as to the nature, quantity, quality, regularity or profitability of the cartage work.

17. Limits of Liability

17.1 No Liability

Boral is not liable to a haulier for any loss or claim:

- (a) for consequential loss or loss of use or loss of profit; or

- (b) arising out of wet weather, accident, breakdown, delay, or any other cause.

17.2 Set Off or Retention

Boral may set off any monies owing to Boral against any payment due to a haulier. Boral may as it sees fit withhold from any payment due to a haulier an amount which Boral believes to be a fair estimate of any amount which Boral is owed by a haulier.

18. Indemnity

18.1 Indemnity from Liability Caused by Cartage Work and Use of Vehicle

A haulier shall indemnify Boral, and keep Boral indemnified from any loss or claim in connection with any death or injury or damage to any person or property (including any property of theirs or of Boral) directly or indirectly caused by or in connection with or arising from:

- (a) cartage work;
- (b) their operations or business;
- (c) the use of any vehicles, plant or equipment (including without limitation their vehicle) used or to be used in connection with their operations or business; or
- (d) any breach by a haulier of our Contract Determination.

19. Notices

19.1 Method of Giving Notices

If Boral or a haulier gives a notice, consent, approval or other communication (each a "notice") under this Contract Determination, it shall be signed by them and:

- (a) delivered to the other person's address;
- (b) sent by pre-paid mail to the other person's address; or
- (c) transmitted by facsimile to the other person's address.

19.2 Time of Receipt

A notice given in accordance with this clause is treated as having been given and received:

- (a) if delivered to the person's address, on the day of delivery if a working day, otherwise on the next working day;
- (b) if sent by pre-paid mail, on the third working day after posting; or
- (c) if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission if a working day, otherwise on the next working day.

20. Interpretation

20.1 Use of Dictionary

In our agreement, words in the left hand column of the dictionary in Part C have the meaning given by the right hand column of the dictionary unless the context requires otherwise.

21. Leave Reserved

21.1 Leave Reserved

Leave is reserved to the parties to apply as they deem fit in relation to:

- (a) Schedules 1, 2 and 3;
- (b) living away from home arrangements; or
- (c) when a trailer is unreasonably unavailable to perform the cartage work due to maintenance or repair.
- (d) PART C - DICTIONARY

Assign or dispose of	includes:
Boral cartage work Boral's concrete plants, Boral's Quarries	<ul style="list-style-type: none"> (a) cause or permit a change in control of the haulier; (b) subcontract to another person performance of some or all of the cartage work; (c) let or part with possession of the vehicle; or (d) cause or permit the nominated driver to be directly or indirectly employed by a person other than you in relation to the cartage work; Boral Transport Ltd; the cartage work a haulier undertakes for Boral from time to time; Refers to the concrete plants or quarries operated by Boral Resources (NSW) Pty Ltd, Boral Resources (Country) Pty Ltd or a related body corporate;
change in control	<p>(without limitation) is taken to have occurred in relation to the haulier if without Boral's prior written consent:</p> <ul style="list-style-type: none"> (a) a person who is not a director of the haulier or a holding company of the haulier becomes such a director; (b) a person ceases to be, or becomes, the natural person who directly or indirectly controls the haulier; (c) a person ceases to hold, or to own beneficially, or becomes the holder or the beneficial owner of, a majority of the voting shares (as defined in the Corporations Law) in the haulier or in any holding company of the haulier; (d) a person ceases to have, or commences to have, the capacity to appoint a majority of the directors of the haulier or of any holding company of the haulier; or (e) in relation to any trust entitled to any income flowing from, or to any shares in, the haulier or any holding company of the haulier; <ul style="list-style-type: none"> (i) a person ceases to be, or becomes, a beneficiary or discretionary object of the trust; (ii) a distribution of, or an appointment of, such income under the trust is made in favour of a person who has not previously been the subject of a distribution or appointment of such income; or

	(iii) any such share is included in property the subject of a distribution or appointment of capital from or under the trust;
	(f) a person who is a director of the haulier or a holding company of the haulier ceases to be such a director;
contract area	any place where hauliers are directed to work within the State;
Haulier	haulier refers to each and all independent contractors who have been engaged as such by Boral to perform cartage work for Boral within the contract area and who subject to this Contract Determination only provide the prime mover to perform cartage work;
Day	a calendar day Monday to Saturday inclusive;
Depot	any location at which Boral requires a haulier to report available for the cartage work;
loss or claim	in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, action, proceeding or demand made against the person, however arising and whether present or future, fixed, unascertained, actual or contingent;
nominated driver	the person nominated by the haulier as the permanent driver of their vehicle;
Party	a party to this Contract Determination;
relevant laws	Without limitation refers to all laws including but not limited to: <ul style="list-style-type: none"> (a) statutes; (b) rules, ordinances, regulations and by-laws under them; (c) orders and regulations of all other relevant authorities, now or later in force relating to their business or operations (including without limitation, those concerning the environment or the use of highways, roads and bridges and the loading, maintenance and driving of vehicles or the use or operation of vehicles); and (d) chain of responsibility laws which means all laws, rules and regulations (as varied or replaced from time to time) relating to, Load, Mass, Dimension, Load Restraint and/or Fatigue Management;
State	the state of New South Wales;
Trailer	the trailer provided by Boral in accordance with this Contract Determination;
Prime mover	the prime mover provided by a haulier in accordance with this Contract Determination and the trailer provided by Boral in accordance with this Contract Determination;
Wound up	includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in section 9 of the Corporations Law), the appointment of an administrator and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters;
Working Day	a calendar day Monday to Saturday inclusive upon which hauliers are usually required to perform the cartage work;
Writing	includes any communication sent by letter, telex, facsimile, or telegram;
Union	Transport Workers' Union of Australia New South Wales Branch; and
Building Products Group	Includes cartage of gypsum products for Boral Plasterboard and Boral Besser.

SCHEDULE 1 - RATES OF PAY

1.0 Sydney Area Rates

The rates to be paid within the Sydney Area for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and

(b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.37	51	8.65	101	14.23	151	18.75
2	2.50	52	8.76	102	14.32	152	18.84
3	2.63	53	8.87	103	14.41	153	18.93
4	2.76	54	8.98	104	14.50	154	19.02
5	2.89	55	9.09	105	14.59	155	19.11
6	3.02	56	9.21	106	14.68	156	19.20
7	3.15	57	9.32	107	14.77	157	19.29
8	3.28	58	9.43	108	14.86	158	19.38
9	3.41	59	9.54	109	14.95	159	19.47
10	3.54	60	9.65	110	15.04	160	19.56
11	3.68	61	9.77	111	15.14	161	19.65
12	3.81	62	9.88	112	15.23	162	19.74
13	3.94	63	9.99	113	15.32	163	19.83
14	4.07	64	10.10	114	15.41	164	19.92
15	4.20	65	10.21	115	15.50	165	20.01
16	4.33	66	10.33	116	15.59	166	20.10
17	4.46	67	10.44	117	15.68	167	20.19
18	4.59	68	10.55	118	15.77	168	20.28
19	4.72	69	10.66	119	15.86	169	20.37
20	4.85	70	10.77	120	15.95	170	20.46
21	4.99	71	10.89	121	16.05	171	20.55
22	5.12	72	11.00	122	16.14	172	20.64
23	5.25	73	11.11	123	16.23	173	20.73
24	5.38	74	11.22	124	16.32	174	20.82
25	5.51	75	11.33	125	16.41	175	20.91
26	5.63	76	11.45	126	16.50	176	21.00
27	5.75	77	11.56	127	16.59	177	21.09
28	5.87	78	11.67	128	16.68	178	21.18
29	5.99	79	11.78	129	16.77	179	21.27
30	6.11	80	11.89	130	16.86	180	21.36
31	6.24	81	12.01	131	16.95	181	21.45
32	6.36	82	12.12	132	17.04	182	21.54
KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
33	6.48	83	12.23	133	17.13	183	21.63
34	6.60	84	12.34	134	17.22	184	21.72
35	6.72	85	12.45	135	17.31	185	21.81
36	6.84	86	12.57	136	17.40	186	21.90
37	6.96	87	12.68	137	17.49	187	21.99
38	7.08	88	12.79	138	17.58	188	22.08
39	7.20	89	12.90	139	17.67	189	22.17
40	7.32	90	13.01	140	17.76	190	22.26
41	7.45	91	13.13	141	17.85	191	22.35
42	7.57	92	13.24	142	17.94	192	22.44

43	7.69	93	13.35	143	18.03	193	22.53
44	7.81	94	13.46	144	18.12	194	22.62
45	7.93	95	13.57	145	18.21	195	22.71
46	8.05	96	13.69	146	18.30	196	22.80
47	8.17	97	13.80	147	18.39	197	22.89
48	8.29	98	13.91	148	18.48	198	22.98
49	8.41	99	14.02	149	18.57	199	23.07
50	8.53	100	14.13	150	18.66	200	23.16

2.0 South Coast Rates

The rates to be paid within the South Coast Area for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and
- (b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.48	51	7.90	101	12.99	151	17.80
2	2.59	52	8.00	102	13.09	152	17.89
3	2.70	53	8.10	103	13.19	153	17.99
4	2.81	54	8.21	104	13.28	154	18.09
5	2.92	55	8.31	105	13.38	155	18.18
6	3.03	56	8.41	106	13.47	156	18.28
7	3.14	57	8.51	107	13.57	157	18.38
8	3.25	58	8.61	108	13.67	158	18.47
9	3.36	59	8.72	109	13.76	159	18.57
10	3.46	60	8.82	110	13.86	160	18.67
11	3.57	61	8.92	111	13.95	161	18.77
12	3.68	62	9.02	112	14.05	162	18.86
13	3.79	63	9.12	113	14.15	163	18.96
14	3.90	64	9.23	114	14.24	164	19.06
15	4.01	65	9.33	115	14.34	165	19.15
16	4.12	66	9.43	116	14.43	166	19.25
17	4.23	67	9.53	117	14.53	167	19.35
18	4.34	68	9.63	118	14.63	168	19.44
19	4.45	69	9.74	119	14.72	169	19.54
20	4.55	70	9.84	120	14.82	170	19.64
21	4.66	71	9.94	121	14.91	171	19.74
22	4.77	72	10.04	122	15.01	172	19.83
23	4.88	73	10.14	123	15.11	173	19.93
24	4.99	74	10.25	124	15.20	174	20.03
25	5.10	75	10.35	125	15.30	175	20.12
26	5.21	76	10.45	126	15.39	176	20.22
27	5.31	77	10.55	127	15.49	177	20.32
28	5.42	78	10.65	128	15.59	178	20.41
29	5.53	79	10.76	129	15.68	179	20.51
30	5.64	80	10.86	130	15.78	180	20.61

31	5.75	81	10.96	131	15.87	181	20.71
32	5.85	82	11.06	132	15.97	182	20.80
33	5.96	83	11.16	133	16.07	183	20.90
34	6.07	84	11.27	134	16.16	184	21.00
35	6.18	85	11.37	135	16.26	185	21.09
KMS	RATE \$	KMS	RATE \$	KMS	RATE\$	KMS	RATE \$
36	6.29	86	11.47	136	16.35	186	21.19
37	6.39	87	11.57	137	16.45	187	21.29
38	6.50	88	11.67	138	16.55	188	21.38
39	6.61	89	11.78	139	16.64	189	21.48
40	6.72	90	11.88	140	16.74	190	21.58
41	6.83	91	11.98	141	16.83	191	21.68
42	6.93	92	12.08	142	16.93	192	21.77
43	7.04	93	12.18	143	17.03	193	21.87
44	7.15	94	12.29	144	17.12	194	21.97
45	7.26	95	12.39	145	17.22	195	22.06
46	7.37	96	12.49	146	17.31	196	22.16
47	7.47	97	12.59	147	17.41	197	22.26
48	7.58	98	12.69	148	17.51	198	22.35
49	7.69	99	12.80	149	17.60	199	22.45
50	7.80	100	12.90	150	17.70	200	22.55

3.0 Other NSW Rates

The rates to be paid within NSW other than in the areas for which clause 1.0 and 2.0 apply for the cartage of:

- (a) aggregates and sands to Boral's concrete plants that were in operation as at the start date; and
- (b) all work from Boral's quarries that were in operation as at the start date;

but excluding backloading, transfers between quarries, cartage of waste product from concrete plants and cartage work for the Boral Building Products Group,

shall be per tonne/km:

KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
1	2.42	51	7.66	101	12.61	151	17.28
2	2.53	52	7.76	102	12.70	152	17.38
3	2.63	53	7.86	103	12.80	153	17.47
4	2.74	54	7.96	104	12.89	154	17.56
5	2.84	55	8.06	105	12.99	155	17.66
6	2.95	56	8.16	106	13.08	156	17.75
7	3.05	57	8.26	107	13.17	157	17.84
8	3.16	58	8.36	108	13.27	158	17.93
9	3.26	59	8.46	109	13.36	159	18.03
10	3.37	60	8.56	110	13.46	160	18.12
11	3.47	61	8.65	111	13.55	161	18.21
12	3.58	62	8.75	112	13.64	162	18.31
13	3.68	63	8.85	113	13.74	163	18.40
14	3.79	64	8.95	114	13.83	164	18.49
15	3.89	65	9.05	115	13.93	165	18.59
16	4.00	66	9.15	116	14.02	166	18.68
17	4.10	67	9.25	117	14.11	167	18.77

18	4.21	68	9.35	118	14.21	168	18.86
19	4.31	69	9.45	119	14.30	169	18.96
20	4.42	70	9.55	120	14.40	170	19.05
21	4.52	71	9.64	121	14.49	171	19.14
22	4.63	72	9.74	122	14.58	172	19.24
23	4.73	73	9.84	123	14.68	173	19.33
24	4.84	74	9.94	124	14.77	174	19.42
25	4.94	75	10.04	125	14.87	175	19.52
26	5.05	76	10.14	126	14.96	176	19.61
27	5.15	77	10.24	127	15.05	177	19.70
28	5.26	78	10.34	128	15.14	178	19.79
29	5.36	79	10.44	129	15.24	179	19.89
30	5.47	80	10.54	130	15.33	180	19.98
31	5.57	81	10.63	131	15.42	181	20.07
32	5.68	82	10.73	132	15.52	182	20.17
33	5.78	83	10.83	133	15.61	183	20.26
34	5.89	84	10.93	134	15.70	184	20.35
KMS	RATE \$	KMS	RATE \$	KMS	RATE \$	KMS	RATE \$
35	5.99	85	11.03	135	15.80	185	20.45
36	6.10	86	11.13	136	15.89	186	20.54
37	6.20	87	11.23	137	15.98	187	20.63
38	6.31	88	11.33	138	16.07	188	20.72
39	6.41	89	11.43	139	16.17	189	20.82
40	6.52	90	11.53	140	16.26	190	20.91
41	6.62	91	11.62	141	16.35	191	21.00
42	6.73	92	11.72	142	16.45	192	21.10
43	6.83	93	11.82	143	16.54	193	21.19
44	6.94	94	11.92	144	16.63	194	21.28
45	7.04	95	12.02	145	16.73	195	21.38
46	7.15	96	12.12	146	16.82	196	21.47
47	7.25	97	12.22	147	16.91	197	21.56
48	7.36	98	12.32	148	17.00	198	21.65
49	7.46	99	12.42	149	17.10	199	21.75
50	7.57	100	12.52	150	17.19	200	21.84

4.0 Country and Other Work

4.1 Rate

All country work or other work not referred to in clause 1.0, 2.0, and 3.0 shall be paid at rates previously negotiated rates which must include an allowance for travelling and living away from home.

5.0 Recalculation of Rates

5.1 Rise and Fall Formula

From 1 July each year, the rates contained in Schedule 1 (clauses 1.0, 2.0, 3.0 and 6.0) shall be recalculated in accordance with Schedule 2.

SCHEDULE 2 - CALCULATION OF RISE AND FALL**PROCEDURES**

At or about June each year, the rates in Schedule 1 shall be varied according to the following procedure.

- (a) Referring to the Table C (Benchmarks) insert current figures as directed into Table A (Cost % Difference);
- (b) Calculate the percentage difference (% Difference) between the current year figures and the previous year figures (as shown in Table A);

Table A - Cost % Difference

Table A					
	Cost Component	Benchmark	2007/2008 (Previous Year)	2008/2009 (Current Year)	% Difference
1.	Diesel	Boral data July 2007- June 2008 (Card price averaged for the year)	157 cents per litre		%
2.	Motor Insurance & Rego	Transecos March 2007 - March 2008	10.45		%
3.	Tyres	Transecos March 2007 - March 2008	6.30		%
4.	Repairs & Maintenance	Transecos March 2007 - March 2008	19.84		%
5.	Wages	Transecos March 2007 - March 2008	125.14		%
6.	Capital Costs	Transecos March 2007 - March 2008	35.51		%
7.	All other Costs (Admin)	Transecos March 2007 - March 2008	21.60		%

- (c) Insert % Difference as calculated in (b) into Table B;
- (d) Calculate the % Increase by the following formula:
 $(\text{Weighting \%} / 100) \times (\% \text{ Difference}) = \% \text{ Increase};$
- (e) Calculate the "Total % Increase" = % Increase Diesel + % Increase Motor Insurance & Rego + % Increase Tyres + % Increase Repairs & Maintenance + % Increase Wages + % Increase Capital Costs + % Increase All other costs (Admin);

Table B - Cost % Increase

Table B				
	Cost Component	Weighting Boral Transport Tipper Haulier	% Difference	% Increase = (Weighting /100) x (% Difference)
1.	Diesel	22%		
2.	Motor Insurance & Rego	4%		
3.	Tyres	3%		
4.	Repairs & Maintenance	12%		
5.	Wages	35%		
6.	Capital Costs	12%		
7.	All other Costs (Admin)	12%		
	Total	100%		Total % Increase

- (f) The rates in Schedule 1 shall then be increased by the Total % Increase effective as at 1 July of each year; and
- (g) Upon request Boral shall provide to the Union the Transeco Road Freight Cost Indices Quarterly Report. Table C - Benchmarks

Table C			
	Cost Component	Benchmark	Source of Figures to be Used
1.	Diesel	Boral data July 2008- June 2009 (Card price averaged for the year)	Caltex Metro Card Price, per litre of diesel for NSW, excluding GST, as at July of each year. Available on Caltex's Internet home page: www.caltex.com.au/pricing/cardpricing.html
2.	Motor Insurance & Rego	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Rego" plus "Insurance")
3.	Tyres	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Tyres")
4.	Repairs & Maintenance	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Maintenance")
5.	Wages	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Driver")
6.	Capital Costs	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Capital")
7.	All other Costs (Admin)	Transeco March 2007 - March 2008	Transeco Road Freight Cost Indices - Short Haul Freight ("Admin")

Notes:

- Fuel data is the average of the Boral card rate for NSW for the preceding 12 months reviewed as at July each year.
- Transeco Road Freight Cost Indices used for short haul freight based on March to March quarters.
- For annual cost movements capital component is excluded as the capital is based on original purchase base.

SCHEDULE 3 - FUEL RISE & FALL SURCHARGE

Despite Schedules 1 and 2, from the date of commencement of this Contract Determination, a Fuel Rise and Fall Surcharge ("Fuel Surcharge") shall apply in accordance with this Schedule:

1.0 PROCEDURE

- The Fuel Surcharge operates as both a percentage surcharge and percentage rebate and shall be calculated on a monthly basis;
- The Fuel Surcharge initial Base Fuel Price will be set at 157 cents per litre ("cpl")(Sydney Caltex Starcard diesel price as of the last week of May 2008);
- The New Fuel Price will be equal to the average of the weekly Sydney Caltex Starcard diesel price for the month;
- There is a sensitivity band of 5 cpl above and below the Base Fuel Price where the fuel surcharge or rebate will not be applied for the month;
- If the New Fuel Price falls outside the 5 cpl sensitivity band the Fuel Surcharge or Rebate shall be applied in accordance with the following formula:

- (i) If the New Fuel Price is not 5cpl above or below the Base Fuel Price then no Fuel Surcharge or Rebate is applied for the month.

For example;

Base Fuel Price = 157cpl
 New Fuel Price = 160cpl
 Increase in Fuel Price = 3cpl

Fuel Price does not fall outside the 5cpl Sensitivity Band therefore no Fuel Surcharge or Rebate is applied.

- (ii) If the New Fuel Price is 5cpl above the Base Fuel Price, then a surcharge will apply as follows:

Fuel Surcharge \$ for the job = Billed Kilometres * (New Fuel Price - Base Fuel Price)

Cartage cost for the trip \$ = Rate * [X tonne for truck configuration]

Fuel Surcharge % = Fuel Surcharge \$ for the job / Cartage Cost for the trip \$

For example:

Base Fuel Price = 157cpl
 New Fuel Price = 165 cpl
 Increase in Fuel Price = 8cpl

Billed Km for a particular job = 50km

Fuel Surcharge = 50km * (165cpl - 157cpl)
 = \$4.00 for the job

If rate structure for the 50km job is \$10.23 per tonne

Cartage Cost for the trip = \$10.23 * 32 tonne truck and dog
 = \$327.36

Fuel Surcharge % = 4.00 / 327.26 = 1.2%

- (iii) If the New Fuel Price is 5cpl below the Base Fuel Price, then a fuel rebate will apply as follows:

Fuel Rebate \$ for the job = Billed Kilometres * (New Fuel Price - Base Fuel Price)

Cartage cost for the trip \$ = Rate * [X tonne for truck configuration]

Fuel Rebate % = Fuel Surcharge \$ for the job / Cartage Cost for the trip \$

For example:

Base Fuel Price = 157cpl
 New Fuel Price = 149 cpl
 Increase in Fuel Price = -8cpl

Billed Km for a particular job = 50km

Fuel Rebate = 50km * (149cpl - 157cpl)
 = -\$4.00 for the job

If rate structure for the 50km job is \$10.23 per tonne

Cartage Cost for the trip = \$10.23 *32 tonne truck and dog
= \$327.36

Fuel Rebate % = $-4.00 / 327.26 = -1.2\%$

- (f) The Base Fuel Price will be readjusted on 1 April of each year based on the relevant Sydney Caltex Starcard diesel price.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

(1911)

SERIAL C8011

BORAL TRANSPORT LIMITED HAULIER CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 332 by Transport Workers' Union of New South Wales, Industrial Organisation of Employees, of a dispute with Boral Transport Limited.

(No. IRC 2221 of 2007)

Before Commissioner Connor

19 February 2009

VARIATION

1. Insert after subclause 9.1 of clause 9, Country Work & Other Work, of the award made 30 September 2008 the following new subclause:
 - 9.2. Living Away From Home Allowance

Hauliers engaged on work which precludes them from reaching their home at night shall be paid either:

 - (a) all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast, providing the Haulier submit to Boral Transport an itemised list with supporting account paid by the contract carrier; or
 - (b) where the haulier has an approved sleeper berth an allowance of \$40.00 per night shall be paid; or
 - (c) such rate of remuneration which Boral and the haulier agree for the particular work.
2. This variation shall take effect from the first pay period to commence on or after 19 February, 2009.

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

BROKEN HILL CITY COUNCIL CONSENT AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 878 of 2012)

Before Commissioner Tabbaa

23 August 2012

AWARD

Arrangement

This Award is arranged as follows:

PART 1

APPLICATION AND OPERATION OF THIS AWARD

1. Title
2. Definitions
3. Area, incidence and duration
4. Anti-discrimination

PART 2

TERMS OF ENGAGEMENT, HOURS OF WORK, OVERTIME AND RELATED MATTERS

5. Terms of engagement
6. Saturday and Sunday work
7. Shift work
8. Employees entitled to overtime
9. Meal breaks
10. Annualised salary agreements
11. Council agreements

PART 3

RATES OF PAY AND RELATED MATTERS

12. Skills based system of pay and rates of pay
13. Skill descriptors
14. Annual assessment and progression rules
15. Allowances and reimbursements
16. Use of skills
17. Salary packaging and sacrifice
18. Superannuation
19. Payment of employees

PART 4

LEAVE PROVISIONS

20. Annual leave
21. Long service leave
22. Sick leave

23. Carers leave
24. Bereavement leave
25. Parental leave
26. Paid maternity leave
27. Supporting parent leave
28. Leave without pay
29. Flexibility for work and family responsibilities
30. Public holidays
31. Trade union training leave
32. Trade union conference leave
33. Jury Service Leave
34. Army Reserve Training

PART 5

CONSULTATIVE COMMITTEE

35. Consultative Committee

PART 6

DISPUTE RESOLUTION

36. Dispute resolution procedure

PART 7

TERMINATION OF EMPLOYMENT AND REDUNDANCY

37. Termination of Employment
38. Redundancy
39. Redundancy - application, process and consultation provisions

PART 8

MISCELLANEOUS

40. Occupational Health and Safety
41. Labour Hire and contract businesses
42. Outsourcing
43. Accident Pay
44. Further Education

PART 9

SAVINGS AND TRANSITIONAL

45. Leave Reserved and No Further Claims

PART 10

SCHEDULES

- Schedule 1 - Weekly Rates of pay
- Schedule 2 - Allowances
- Schedule 3 - Progression guidelines

PART 1

APPLICATION AND OPERATION OF THIS AWARD

1. Title

This Award is the Broken Hill City Council Consent Award 2012.

2. Definitions

In this Award, unless the contrary intention appears:

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"Aged and Community care employees" means employees engaged in the performance of all non-nursing work in or in connection with, or incidental to the conduct of Council administered aged and disability care centres and facilities.

"ASA" means Annualised Salary Agreement and operates in accordance with Clause 10 of this Award.

"Award" means the Broken Hill City Council Consent Award 2012.

"Council" means the Broken Hill City Council.

"Employee" means a person employed by Broken Hill City Council.

"Ordinary pay" means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, and not be limited to the following penalties and allowances where they are regularly received.

Saturday, Sunday and shift penalties;

Tool allowances;

On call allowance;

First Aid allowance; and

Community language and signing work allowances.

Overtime payments and all other allowances shall be excluded from the composition of ordinary pay.

"Salaried Office Employee" means an employee engaged in one of the following functions:

Administration;

Building Surveying;

Engineering (Professional);

Executive Band;

Finance;

Health Surveying;

Library;

Public Relations;

Technical Services;

Tourism; and

Town Planning.

"Union" means the means the Barrier Industrial Council (BIC) and its affiliated unions: the Broken Hill Federated Municipal Employees Union (BHMEU), the Construction, Forestry, Mining, Energy & Union (Mining and General Division) (CFMEU), New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU) and The Broken Hill Town Employees Union (BHTEU).

"Wages Employee" means an employee engaged in any functions not otherwise specified in the definition of salaried office employee.

3. Area, Incidence and Duration

- 3.1 This Award shall apply to all employees of Broken Hill City Council, excluding those employees defined as senior staff by the *Local Government Act 1993* (NSW).
- 3.2 This Award shall rescind and replace the Broken Hill City Council Consent Award 2005 published 8 September 2006 (360 I.G.1045) and all variations thereof.
- 3.3 This Award shall take effect from 21 August 2012 and will remain in force until 31 October 2014.
- 3.4 In Schedule 1 the Award provides for a 3.25% increase in rates of pay with a minimum payment of \$30 per week to operate from the first full pay period to commence on or after 1 November 2011.
- 3.5 In Schedule 1 the Award provides for a 3.25% increase in rates of pay with a minimum payment of \$30 per week to operate from the first full pay period to commence on or after 1 November 2012.
- 3.6 In Schedule 1 the Award provides for a 3.25% increase in rates of pay with a minimum payment of \$30 per week to operate from the first full pay period to commence on or after 1 November 2013.
- 3.7 This award shall be made by the Industrial Relations Commission of New South Wales and be known as the Broken Hill City Council Consent Award. The parties to the Award are as follows:

Broken Hill City Council;

The Barrier Industrial Council;

Broken Hill Federated Municipal Employees Union;

The Construction, Forestry, Mining and Energy Union South Western District;

The Broken Hill Town Employees' Union; and

The United Services Union.

4. Anti Discrimination

- 4.1 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.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

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

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

NOTES

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

PART 2

TERMS OF ENGAGEMENT, OVERTIME AND RELATED MATTERS

5. Terms of Engagement

General Provisions

- 5.1 Employees are engaged on a full time, part time or casual basis.
- 5.2 Employment with Council is subject to the satisfactory completion of a probationary period.
- (a) The probationary period shall be for a duration of three (3) months; however Council may require a maximum period of six (6) months for employees above Grade 19 (Band 4 Level 1).
 - (b) During the probation period, employees shall be provided with the appropriate training and instruction to enable them to perform the duties and functions of the position.
 - (c) During the probation period the employee will be advised of any areas of concern and expected performance outcomes.
 - (d) At the successful conclusion of the probation period, the employee shall be offered a permanent position by Council in accordance with the employee's original appointment status, i.e. in a full-time or part-time capacity.
- 5.3 An employee's commencement and/or finishing times may be altered by agreement between the span of hours of 6:00am to 6:00pm. Such an agreement must be in writing and must be genuine with no compulsion to agree. Where Council seeks to vary an employee's commencement and finishing times

outside of the span of hours, there must be prior agreement with the employee and Council, in consultation with the Union.

- 5.4 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Friday.
- 5.5 The ordinary hours for employees engaged in the following functions and positions shall be between Monday and Sunday:
- (a) Council's Visitor Information Centre;
 - (b) The Library;
 - (c) The Entertainment Centre
 - (d) The GeoCentre;
 - (e) The Art Gallery;
 - (f) Waste Services including streetsweeping;
 - (g) Aged Care employees employed at Shorty O'Neil Village and community care package employees;
 - (h) Pool Attendants;
 - (i) Pool Cleaners;
 - (j) Airport Reporting Officers;
 - (k) Dog Control Officers; and
 - (l) The Living Desert Ranger;

Starting Point

- 5.6 All employees shall start and finish at the various Council depots and facilities. Employees may be required to start and finish at the work site if practical.

Travelling time to the Sanitary or Garbage depots

- 5.7 Employees reporting for work at the Sanitary or Garbage depots shall be allowed one half hour travelling time in Council's time.

Garaging

- 5.8 All time necessary in garaging of machines shall be included in Council's time.

Full-Time Employees

- 5.9 The maximum ordinary hours of work for full time Wages employees shall be no more than 76 hours per fortnight. Wages employees shall commence work at 7:00am and finish at 3:26pm, and work for 8 hours and 26 minutes inclusive of a paid meal break.
- 5.10 The maximum ordinary hours of work for Salaried Office employees shall be 70 hours per fortnight. Salaried Office employees shall commence work at 8:30am and finish at 5:00pm, and work for 7 hours and 46 minutes exclusive of a 44 minute unpaid meal break.

- 5.11 The maximum ordinary hours of work for Aged Care and Community Care employees shall be 76 hours per fortnight, wherein each shift shall consist of 8 ordinary hours of work per day, inclusive of paid meal times.
- 5.12 Employees shall be entitled to a rostered day off once in every two (2) week period.
- (a) It is essential that all employees working a nine (9) day fortnight be aware that the first priority is the maintenance of acceptable work flows. Accordingly there will need to be co-operation between Council employees and managers in the planning of rostered working days so that adequate staff resources are available to all time to service public needs as well as providing interdepartmental office communication and services.
 - (b) Rosters are to be prepared by managers and/or departmental heads at least two weeks in advance.
 - (c) When a public holiday clashes with a rostered day off, the general rule will be to take the next working day as a rostered day off.
 - (d) Approval to accumulate rostered days off may be granted in special circumstances by the employee's manager and/or departmental head.

Part-Time Employees

- 5.13 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with subclauses 5.9, 5.10 and 5.11 of the Award.
- 5.14 Prior to commencing part-time work Council and the employee shall agree upon the conditions of work including:
- (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award.
- 5.15 The conditions may also stipulate the period of part-time employment and may be varied by consent.
- 5.16 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by Council.
- 5.17 Unless otherwise provided where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 5.18 By agreement a part-time employee may work more than their regular number of hours at the ordinary hourly rate. The maximum amount of hours that a part-time employee may work at the ordinary hourly rate are the hours prescribed by sub-clauses 5.9, 5.10 and 5.11.
- 5.19 Part-time employees shall receive all conditions prescribed by the Award on a pro rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

Casual Employees

- 5.20 A casual employee shall mean an employee engaged on a day to day basis.
- 5.21 A casual employee will be paid for a minimum of four hours, for each engagement, except for attendance at scheduled employee or team meetings, for which payment will be made at the appropriate rate for time actually worked.

- 5.22 A casual employee shall be paid the hourly rate for ordinary hours worked.
- 5.23 A casual employee shall be entitled to a 25 per cent loading, calculated on the ordinary hourly rate. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except paid maternity leave. Casual loading is not payable on overtime.
- 5.24 A casual employee may work a maximum amount of hours as prescribed by sub-clauses 5.9, 5.10 and 5.11 at ordinary time. Overtime shall be paid where a casual employee works outside the ordinary hours for the position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in sub-clauses 5.9, 5.10 and 5.11.
- 5.25 Subject to the reasonable overtime provisions of sub-clause 8.1 a casual employee will not be offered to work overtime in a position held by an employee of Council, if the employee of Council is available to work that overtime.
- 5.26 Casual employees who work on Saturday and/or Sunday are entitled to the penalty rates prescribed by clause 6. The penalties are calculated on the ordinary hourly rate.
- 5.27 Casual employees who work outside the relevant span of hours are entitled to the relevant shift penalties prescribed by clause 7. The shift penalty is calculated on the ordinary hourly rate.
- 5.28 Casual employees engaged on a regular and systematic basis shall:
- (a) Have access to annual assessment under council's salary system
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement of casual employees, there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual and paid the loading identified in sub-clause 5.22.
- 5.29 A casual employee shall not replace an employee of council on a permanent basis.
- 5.30 Carer's entitlements shall be available for casual employees as set out in sub-clause 23.9 of this Award.
- 5.31 Bereavement entitlements shall be available for casual employees as set out in sub-clause 24.2 of this Award.
- 5.32 Parental leave entitlements shall be available for casual employees in accordance with Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

6. Saturday and Sunday Work

- 6.1 Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 6.2 Subclause 6.1 applies to full-time and permanent part-time employees situated at Council's Visitors Information Centre, Library, Entertainment Centre, GeoCentre, and Art Gallery.
- 6.3 Ordinary hours worked on a Saturday or a Sunday by Waste Services employees shall attract a 50% penalty for work between midnight on Friday and midnight on Saturday, and a 100% penalty for work between midnight on Saturday and midnight on Sunday.
- 6.4 Subclause 6.1 does not apply to full-time and permanent part-time employees who work ordinary hours on weekends and currently receive over award payments in the positions of Aged care, Community care, Pool Attendant / Cleaner, Airport Reporting Officer, Dog Control Officer and Living Desert Ranger.

- 6.5 Subclause 6.3 does not apply to Waste Services employees who work ordinary hours on weekends and currently receive over award payments.
- 6.6 Ordinary hours worked on a Saturday or a Sunday by aged care employees shall attract a 50% penalty for work between midnight on Friday and midnight on Saturday and a 100% penalty for work between midnight on Saturday and midnight on Sunday. The weekend penalty rates for the ordinary hours of aged care employees are in substitution for and not cumulative upon the shift penalty prescribed in sub-clause 7.2.
- 6.7 An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
- (b) Council and the Union will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant positions;
- (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate provided by sub-clauses 6.1, 6.2 or 6.4.

7. Shift Work

- 7.1 Except as otherwise provided ordinary hours worked by employees, other than aged and community care employees, outside the span referred to in subclause 5.3 shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span.
- 7.2 Aged and community care employees who work ordinary hours outside the span referred to in sub-clause 5.3 shall be entitled to a 15% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked between 6:00pm and 6:00am.
- 7.3 Subclause 7.1 does not apply to full-time and permanent part-time employees who currently receive over award payments in the positions of Pool Attendant / Cleaner, Airport Reporting Officer, Dog Control Officer and Living Desert Ranger.
- 7.4 Employees engaged in the following functions shall be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Cleaners	5:00 am to 9:00 pm
Entertainment, Theatres and Hospitality	6:00 am to 11:00 pm
Libraries	8:00 am to 9:00 pm

- 7.5 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- 7.6 An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in sub-clauses 7.1, 7.2, 7.3, and 7.4, in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
- (b) Council and the Union will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant positions;

- (d) Where an employee requests to work ordinary hours outside the relevant span of hours under the provisions of this sub-clause, Council shall not be required to pay a shift penalty for the actual time worked.

8. Employees Entitled to Overtime

- 8.1 Except where otherwise provided Council may require an employee to work reasonable overtime.
- (a) 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.
- (b) What constitutes unreasonable working hours will be determined having regard to:
- any risk to the employee;
 - the employee's personal circumstances including any family and carer's responsibilities;
 - the needs of the workplace;
- the notice, if any, given by Council of the overtime and by the employee of their intention to refuse it; and any other matter.
- 8.2 Overtime shall be paid at the rate of double time.
- 8.3 Any employee who has completed normal and regular hours of work whether on or off the premises at the time of request, and is called to work overtime, other than planned overtime, of less than four (4) hours, shall be paid double time for four (4) hours.
- 8.4 Where an employee is required to work after finishing time for a period in excess of 1 ½ hours, then the employee shall be provided with a meal, or alternatively, the employee shall be paid the allowance set out in the Table in Schedule 2.
- If overtime continues beyond 1 ½ hours then, for each additional four hours worked an additional meal shall be provided or, alternatively, the employee shall be paid the allowance set out in the Table in Schedule 2.
- 8.5 Except as otherwise provided, where a meal is due and overtime is to extend beyond that time, a paid break of twenty (20) minutes shall be allowed in which to eat the meal.
- 8.6 Transport shall be provided for all employees required to work on other than planned work which is outside their normal working time.
- 8.7 A wages employee shall receive a paid thirty (30) minute meal break or in lieu, an allowance, as set out in the Table in Schedule 2, after four (4) continuous hours on any or all overtime worked on Saturdays and Sundays.
- 8.8 Council shall keep a record of all overtime worked and shall pay for authorised overtime.
- 8.9 For the purposes of calculating overtime each day shall stand alone, provided however that where any period is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the day first occurring.
- 8.10 Consistent with Council's travel policy, the above provisions do not apply to those employees required to travel for work.

On-call Allowance

- 8.11 An employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.

- 8.12 Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- 8.13 Employees required to be on-call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, shall be paid an allowance of \$15.00 per day.
- 8.14 Employees required to be on-call on days other than their ordinary working days shall be paid an on-call allowance of \$30.00 per day.
- 8.15 The on-call allowances in sub-clauses 8.13 and 8.14 shall not total more than \$135.00 for any one week.
- 8.16 Employees on-call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On-call employees are not subject to the minimum payment provisions of sub-clause 30.4 on a public holiday.

Call back

- 8.17 Any employee of Council who has completed their normal and regular hours of work whether on or off the premises at the time of request, is called to work overtime, other than planned overtime, of less than four hours, shall be paid overtime at the rate that applies for four hours.

Quick shift

- 8.18 An employee who works so much overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift that they have not had at least eight consecutive hours off duty between shall be paid double time if instructed to resume work or released from work and entitled to an eight hour break without loss of pay.

Broken shift

- 8.19 A permanent employee called upon to work a broken shift shall be paid the indexed allowance based upon that currently applicable per shift in addition to their ordinary pay. A broken shift shall not exceed a span of twelve (12) hours.

9. Meal Breaks

- 9.1 Council must not require an employee to work for more than 5 hours continuously without an interval of at least 30 minutes for a meal.
- 9.2 Except as otherwise provided, a meal allowance as set out in the Table in Schedule 2 shall be paid to employees instructed to work overtime:
- (a) for 1½ hours or more prior to their agreed commencing time
 - (b) for 1½ hours immediately after their agreed finishing time and after subsequent periods of four hours
 - (c) after each four hours on days other than ordinary working days.
- 9.3 Aged Care and Community Care employees shall remain on site for the duration of any meal break.

10. Annualised Salary Agreements

- 10.1 Council, the Union and an employee may enter into an ASA by following the procedures set out in this clause.
- 10.2 An ASA must be committed to writing and signed by both the employee, the Union and Council.

- 10.3 If not specified in the ASA, the maximum term of an ASA shall be the nominal expiry date of the Award.
- 10.4 Either party may terminate an ASA with the provision of one (1) months notice in writing, unless the ASA expressly provides otherwise.
- 10.5 An appropriate annualised rate shall be paid by Council to the employee, in lieu of payment for any or all of the following provisions:
- Reasonable overtime;
 - Saturday and Sunday work;
 - Shift loading
 - Allowances; and
 - Public Holidays

The ASA must set out those provisions that the annualised rate of pay compensates for.

- 10.6 The ASA shall stipulate the basic rate of pay and the additional annualised component which comprises the entire salary for the ASA.
- 10.7 For the purposes of this Award, the basic rate of pay and the annualised component form the ordinary rate of pay.
- 10.8 An ASA will be reviewed annually (on or after 1 November each year) and the appropriate annualised rate re-assessed to provide for increases to the basic rate of pay and allowances.
- 10.9 At all times the basic rate of pay specified in the ASA shall not be less than the corresponding rate provided by the Award.
- 10.10 Once an ASA has been executed a copy shall be provided to the relevant Union.
- 10.11 Any such ASA that is specific to an individual employee shall not apply to new or vacant positions.

11. Council Agreements

- 11.1 The parties may enter into a council agreement, which may apply to parts of Council's workforce.
- 11.2 The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:
- (a) the extent of the council agreement shall be limited to:
 - Payment of employees;
 - Hours of work;
 - Overtime;
 - Holidays;
 - Part-time employment;
 - Job share employment;
 - Performance, evaluation and reward

- (b) the agreement does not provide less than the entry level rates of pay;
- (c) the agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
- (d) the agreement shall be processed in accordance with subclause 11.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.

11.3 A Council Agreement shall be processed as follows:

- (a) the unions shall be notified prior to the commencement of negotiations;
- (b) the agreement has been genuinely arrived at by negotiation between the Council and the Union;
- (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
- (d) the council and the appropriate union(s) shall sign the agreement; and
- (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

PART 3

RATES OF PAY AND RELATED MATTERS

12. Skills Based System of Pay and Rates of Pay

12.1 This Award has adopted a skills based structure consisting of four overlapped bands within which classifications have been broad banded into levels according to six key skill descriptors as defined within clause 13 Skill Descriptors.

The four bands are:

No.	Band	Levels
1	Operational	4
2	Administrative/Technical/Trades	3
3	Professional/Specialist	4
4	Executive	4

12.2 The skills based salary structure described above is supported by a 24 grade salary system with each grade comprising of an entry level and three progression steps that are over and above the entry level rates of pay for the grade.

12.3 The salary system determines how employees at Council are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job. In relation to employees at Grade 14 and above, when moving from step 3 to step 4, the salary system rate of pay also recognises a performance rating of competent or above.

12.4 Positions are assigned a salary grade(s) within the structure. A position may extend across more than one grade in Council's salary system. The rates of pay for each grade are set out in the Table 1 of Schedule 1. The rates of pay in Table 1 of Schedule 1 are rates that have historically absorbed the defunct extra over award payments and the Broken Hill Allowance for all employees, Annual Leave loading for Salaried Office Employees and Wages Employees and the following allowances for Wages Employees:

Ceiling;

Chainsaw;

Confined Space;

Dead Animal;

Dirt;

Early Start;

Early Start - Pool;

Jack Hammer;

Laundry;

Lead Bonus;

Milk;

Mowing;

Noxious Weeds;

Power Implement;

Painter's spray;

Qualification;

Spreader;

Trade Certificate;

Toilet;

Towing;

Wet - General; and

Wet - Garbage.

- 12.5 The transition to the skills based salary structure by aged and community care employees incorporates and absorbs prior allowances and payments, specifically:

Linen Handling - Nauseous Linen Allowance;

Cardigan Allowance;

Special Shoe Allowance;

Laundry Allowance;

Flexibility Allowance;

Special cleaning allowances associated with cleaning or scraping in confined spaces, inside the gas or water space of any boiler, flue or economiser;

Uniform Allowance; and

Driving Allowance.

Further, this transition takes, incorporates and absorbs the prior payment of Annual Leave Loading.

12.6 Apprenticeships

- (a) The rates of pay set out in Table 2 of Schedule 1 are payable to employees of Council undertaking apprenticeships.
- (b) Upon reaching the age of 21 years and not having completed their apprenticeship, apprentices shall be paid the minimum rate for adults provided under this Award.
- (c) Upon successful completion of the apprenticeship, an employee shall proceed to the appropriate grade in the structure, if the employment is to be continued beyond the apprenticeship period.
- (d) In addition to the vocational training direction, Council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (i) the terms of the apprenticeship;
 - (ii) the course of studies to be undertaken by the apprentice;
 - (iii) the course of on the job training to be undertaken by the apprentice.
- (e) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, an apprentice shall be refunded the amount of fees paid in respect of that year.
- (f) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, and receipts for text books prescribed for that year's work, an apprentice shall be paid the cost of the prescribed text books or one hundred and fifty dollars (\$150.00) whichever is the lesser amount.

12.7 Government funded traineeships

- (a) A government funded traineeship is subject to a Traineeship Agreement registered with the relevant State Training Authority.
- (b) The rates of pay payable to a government funded trainee shall be as provided in Table 3 in Schedule 1.
- (c) The rates of pay in Table 3 in Schedule 1 are actual rates and shall only apply to government funded trainees while they are undertaking an approved traineeship.
- (d) Council shall ensure that government funded trainees are permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that trainees receive the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (e) A government funded trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.

13. Skill Descriptors

The award's skills based bands, levels and grades are defined according to the following skill descriptors:

OPERATION BAND

Operational Band 1, Level 1

Authority and accountability:

Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving:

Judgement is limited and coordinated by other workers.

Specialist knowledge and skills:

Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills:

Not required.

Interpersonal skills:

Limited to communications with other staff and possibly, with the public.

Qualifications and experience:

Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

Operational Band 1, Level 2 (Grades 1 to 4)

Authority and accountability:

Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving:

Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills:

Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills:

Not required.

Interpersonal skills:

Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience:

Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

Operational Band 1, Level 3 (Grades 5 to 7)

Authority and accountability:

Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving:

Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills:

Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills:

Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills:

Skills required for exchange of information on straightforward matters.

Qualifications and experience:

Suitable experience or qualifications in a number of defined skill areas.

Operational Band 1, Level 4 (Grades 8 to 10)**Authority and accountability:**

Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving:

Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills:

The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills:

Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills:

Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience:

Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

ADMINISTRATIVE / TECHNICAL / TRADES BAND**Administrative / Technical / Trades Band 2, Level 1 (Grades 8 to 10)****Authority and accountability:**

Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving:

Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills:

Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills:

Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills:

Communication skills to explain situations or advise others.

Qualifications and experience:

Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

Administrative / Technical / Trades Band 2, Level 2 (Grades 11 to 13)**Authority and accountability:**

Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving:

Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills:

Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills:

May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills:

In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience:

Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

Administrative/Technical/Trades Band 2, Level 3 (Grades 14 to 16)**Authority and accountability:**

May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving:

Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills:

Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills:

May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills:

Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience:

An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

PROFESSIONAL / SPECIALIST BAND**Professional / Specialist Band 3, Level 1 (Grades 11 to 13)**

Authority and accountability:

Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving:

Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the Council, and assistance is usually available from other professional / specialist staff in the work area.

Specialist knowledge and skills:

Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills:

Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

Interpersonal skills:

Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience:

Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

Professional / Specialist Band 3, Level 2 (Grades 14 to 16)**Authority and accountability:**

Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving:

Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills:

Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills:

May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills:

Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience:

Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

Professional / Specialist Band 3, Level 3 (Grades 17 to 19)**Authority and accountability:**

Provides a professional advisory role to people within or outside council. Such advice may commit the Council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the Council.

Judgement and problem solving:

Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills:

The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills:

May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills:

Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience:

Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

Professional / Specialist Band 3, Level 4 (Grades 20 to 21)**Authority and accountability:**

Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving:

Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills:

Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills:

Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills:

Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience:

Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

EXECUTIVE BAND**Executive Band 4 (Grades 22 to 24)****Authority and accountability:**

Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving:

Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills:

The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills:

Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the Council's clients.

Interpersonal skills:

Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the Council.

Qualifications and experience:

Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

14. Annual Assessment and Progression Rules

- 14.1 Employees shall be assessed for progression through the salary range for their position annually.
- 14.2 At the time of each annual assessment, Council shall advise the employee of the skills and/or any performance objectives required for the employee to progress to the next salary step and shall review the employee's training needs.
- 14.3 An employee's progression from the entry level (Step 1) to Step 2, Step 3 and Step 4 shall be based upon the acquisition and use of core skills and knowledge as specified in the relevant position description and skills matrix.
- 14.4 Progression through the salary system shall be based on the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position and communicated to the employee in accordance with subclause 14.2 above.
- 14.5 Progression shall be subject to the employee achieving a skills/performance rating of competent or above, at the time of the annual assessment.
- 14.6 For employees at Grade 14 and above progression from Step 3 to Step 4 is subject to performance. Should an employee's performance be evaluated as marginal or inadequate the employee shall not be eligible to progress to the next salary point.
- 14.7 Employees may appeal against their skills assessment and/or performance evaluation. Such appeals must be in writing to the General Manager within 10 days of the original assessment and/or evaluation. The General Manager may consult with applicable staff members before making a final determination. Employees may access the Dispute Resolution Procedures of clause 36 as a means of resolving concerns in relating to skills assessments and/or performance evaluations.
- 14.8 Employees shall have access to information regarding the grade, salary range and progression step of the position. The guidelines found in Schedule 3 to this Award have been established to assist the parties to the Award in relation to the operation of Council's Salary System and the progression of employees through Council's Salary System.

15. Allowances and Reimbursements

15.1 Expenses

- (a) All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with an employee's duties shall be paid by Council.
- (b) Where practical the reimbursement be included in the next pay period.
- (c) The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the Council and the employee.
- (d) Travel arrangements shall be agreed between the Council and the employee.

15.2 Tools Allowance

- (a) Tradespersons and apprentices shall provide their own tools.
- (b) Tools will be replaced by Council or the cost to replace tools made by Council where:
 - tools are worn through proper use;
 - tools are stolen and such theft has been reported to the proper local police authority by the employee; and
 - where tools are damaged and the employees supervisor has authorised their replacement.
- (c) Otherwise, lost tools shall be replaced by employees at their own expense.
- (d) Tradespersons who are required to work in a second trade shall be supplied with the necessary tools for the second trade.

15.3 Community Language and Signing Work

- (a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly pay. The quantum of the allowance is set out in the Table in Schedule 2.
- (b) The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (c) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents hearing difficulty. In this regard the employee is limited to identifying the resident's area of concern or inquiry and then providing basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (d) Such employees convey straightforward information relating to Council services, to the best of their ability. The Employees do not replace or substitute for the role of a professional interpreter or translator.
- (e) Such employees shall record their use of a community language.

15.4 First Aid Work

- (a) Every employee shall be given an opportunity to train in first aid, with the objective being to obtain a first aid certificate. The Council shall pay the fees associated with the attainment of such certificate.

- (b) Council shall provide a sufficient number of properly equipped first aid boxes and one shall be provided for use in cases of accident or sudden illness at each and every workplace where two or more persons are employed.
- (c) Where an employee is required by Council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system then the employee shall be paid an allowance as set out in the Table in Schedule 2.
- (d) Employees required by Council to relieve a first aid attendant shall receive an allowance as set out in the Table in Schedule 2.

15.5 Licence fees

The Council shall pay licence fees for all employees who as a requirement of the job must drive motor vehicles or are required by the Council to obtain a specific licence to enable them to do work required by the Council.

16. Use of Skills

- 16.1 The use of skills provisions of this clause will only apply when Council direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. This may result in an employee being required to perform duties which may extend beyond those identified in their position description.
- 16.2 An employee directed to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 16.3 Except as otherwise provided in sub-clause 16.4 payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. The higher rate is however payable when the employee is directed to relieve during a period which incorporates rostered days off and/or a public holiday.
- 16.4 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave.
- 16.5 Where practicable, payment for relief work at a higher level must be authorised and determined in advance and the employee explicitly directed to relieve in the higher position.

17. Salary Packaging and Sacrifice

Council and the employee may agree on salary packaging and salary sacrifice arrangements with employees. Such arrangements shall be committed to writing and signed by the parties.

18. Superannuation

In the absence of an employee electing a superannuation fund, employer superannuation contributions shall be paid into the default fund being the Local Government Superannuation Scheme.

19. Payment of Employees

- 19.1 Employees will be paid fortnightly.

- 19.2 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 19.3 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

PART 4

LEAVE PROVISIONS

20. Annual Leave

- 20.1 Employees accrue annual leave in a twelve month period as follows,
- (a) Salaried office employees accrue annual leave at the rate of six (6) weeks per annum;
 - (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum;
 - (c) Subject to the additional leave provisions outlined in sub-clause 20.1(d), aged and community care employees accrue annual leave at the rate of five (5) weeks per annum.
 - (d) Aged and community care employees rostered to work ordinary hours on Sundays and/or Public Holidays shall be entitled to receive additional annual leave, if following the qualifying period of employment for annual leave purposes, shifts have been worked in accordance with the following scale:

3 shifts or less	Nil
4 - 10 shifts	1 day
11 - 17 shifts	2 days
18 - 24 shifts	3 days
25 - 31 shifts	4 days
32 or more shifts	1 week

- 20.2 Employees in the sanitary and garbage depot shall be entitled to annual leave on the following basis:
- (a) Five (5) weeks annual leave;
 - (b) A further two weeks in recognition of the time worked on holidays;
 - (c) A total period in the aggregate shall not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time; and
 - (d) As to other time worked on holidays, the employee shall be entitled to be paid for such time pursuant to the provisions of sub-clause 30.3 of this Award.
- 20.3 Baths/Pool employees shall be entitled to annual leave on the following basis:
- (a) Full-time employees (other than managers) working at the Pools/Baths on a public holiday or prescribed holiday shall be paid ordinary time plus a day added to their annual leave. Where an employee is rostered off, that employee shall have a day added to their annual leave, making a total of seven weeks annual leave per year.
 - (b) Part-time or seasonal employees shall be paid or given in lieu pro-rata entitlements as per sub-clause 20.3(a).
- 20.4 As the pools are closed on Christmas day, those employees usually rostered to work are given the day off on ordinary pay. Those employees rostered off on Christmas day are paid at the ordinary rate with a day, or pro-rata as for seasonal or part-time employees, added to their annual leave.

- 20.5 Council may direct an employee to take annual leave by giving at least four weeks notice where the employee has accumulated in excess of ten weeks annual leave.
- 20.6 Council may direct an employee to take annual leave during a shut-down period by giving at least four weeks notice prior to the proposed shut-down. The direction to take annual leave is conditional upon the employee having at least the equivalent amount of annual leave credited to them as the shut-down period. This clause should be read in conjunction with the provisions of the Annual Holidays Act 1944 (NSW).

Option to cash out

- 20.7 An employee may forgo any accrued annual leave in excess of four (4) weeks, at ordinary pay, that is accrued in the preceding twelve month period, where:
- (a) the employee makes a written application to Council; and
 - (b) Council authorises the request.
- 20.8 Where a request has been authorised, Council shall:
- (a) deduct the equivalent amount of annual leave; and
 - (b) make payment for annual leave forgone, at the employees ordinary pay.

21. Long Service Leave

- 21.1 An employee of council, other than aged and community care employees, shall be entitled to Long Service Leave at ordinary pay as follows: -

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- 21.2 In relation to aged and community care employees long service leave shall from the first pay period commencing on or after 16 March 2010 accrue in accordance with the table at sub-clause 21.1.
- 21.3 Where an employee has completed more than five years service with Council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- 21.4
- (a) An employee who is entitled to long service leave may, with the consent of the council, take long service leave:
 - (1) on full pay; or
 - (2) on half pay; or
 - (3) on double pay.
 - (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay - the number of days so taken; or
 - a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
 - (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - the number of days so taken.
 - (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- 21.5 Employees who were in the Council's employ as at 1st January, 1964 and who had at that date completed less than fifteen (15) years' service:
- (a) For the period between 1st January 1964 and the date on which they completed or will complete a total of 15 years' service in all, their long service leave will be calculated on the basis of 13 weeks' long service leave for ten (10) years' service;
 - (b) Thereafter long service leave is to be calculated on the basis of 22 weeks' for ten years' service.
- 21.6 Long service leave shall be taken at a time mutually convenient to Council and the employee in minimum periods of one week provided that all long service leave accruing on or after the first pay period commencing on or after 16 March 2010 shall be taken within five years of it falling due.
- 21.7 Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 21.8 An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- 21.9 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- 21.10 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by this Award, occurring during the taking of any period of long service leave.
- 21.11 When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 21.12 Where an employee's service is terminated through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Broken Hill City Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- 21.13 In calculating the entitlement to long service leave; this Agreement must be read in conjunction with Regulation 406A of the Local Government (General) Regulation 2005 as amended.
- 21.14 In special circumstances Council may dispense with the requirements of sub-clause 21.5 and allow periods of less than one (1) week.

22. Sick Leave

- 22.1 An employee is entitled to three (3) weeks paid sick leave in a twelve (12) month period at ordinary pay. Sick leave shall be cumulative in that it shall accumulate from year to year and may be taken in any subsequent year.
- 22.2 As of the first pay period commencing on or after 16 March 2010, aged and community care employees will begin to accrue three (3) weeks sick leave every twelve (12) months. The entitlement to sick leave will continue to be credited on the anniversary date of commencement of each employee.
- 22.3 Employees who are absent from work due to illness and who submit a medical certificate to that effect shall be entitled to all benefits of this Award until their accumulated sick leave is exhausted. For a period of three months after that they shall be entitled to payment of any public holidays which fall due but after the elapse of such period of three months they shall cease to be entitled to any benefits under this Award until they return to work.
- 22.4 Sick leave means sick and carer's leave. Specifically, it is leave taken by an employee who is unable to attend work as a result of a personal illness or injury.
- 22.5 As soon as practicable on the first day of any absence under this clause an employee must inform his or her supervisor of his or her inability to attend work and, as far as practical, state the nature of the illness or injury and the estimated duration of the absence.
- 22.6 An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration in the following circumstances:
- (a) When the employee is or will be absent on sick leave for three (3) or more consecutive working days.
 - (b) If Council has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
- 22.7 All employees, other than aged care and community care employees, who have accrued untaken sick leave at the time of retirement or termination of employment shall be paid for such accrued leave, such payment to be calculated at the wage rate applicable at the date of retirement or on termination of employment in accordance with the following:
- (a) One half (1/2) of sick leave accrued between 1 January 1960 and 19 March 1973;
 - (b) Three quarters (3/4) of sick leave accrued between 20 March 1973 and 31 March 1980;
 - (c) The whole of sick leave accrued between 1 April 1980 and 31 January 1985; and
 - (d) The whole of two (2) of the three (3) weeks per annum of the sick leave accrued from 1 February 1985 up until 31 March 1994.
- The benefits accruing from this subsection shall be applied to persons employed on a full-time basis by Council as at 31 March 1994 but not to persons employed subsequent to that date.
- 22.8
- (a) Any employee who becomes sick or is injured whilst on annual leave and produces within a reasonable time, no later than the conclusion of the annual leave, a doctor's certificate which satisfactorily indicates to Council that the employee was unable to derive benefit from their annual leave, may be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury.

- (b) The re-crediting of annual leave will only apply in cases where the period which Council is satisfied that the employee was unable to derive benefit from the annual leave was at least seven (7) consecutive days.

23. Carers' Leave

- 23.1 Use of Sick Leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 23.6 below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 22 of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 23.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- 23.3 Where more than ten days sick leave in any year is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of Council's and the employee's requirements.
- 23.4 Where the parties are unable to reach agreement the grievance and disputes procedures at clause 36 of this Award should be followed.
- 23.5 The employee shall, if required,
 - (a) 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 and support by another person; or
 - (b) establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 23.6 The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;

- (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- 23.7 An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 23.6(b) above who is ill or who requires care due to an unexpected emergency.
- 23.8 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employee's supervisor by telephone of such absence at the first opportunity on the day of absence.
- 23.9 Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in sub-clauses 23.5 and 23.8 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause 23.6(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.
- 23.10 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of clause 8 of this Award for the purpose of providing care and support for a person in accordance with sub-clause 23.6 above.
- 23.11 Make-up time: An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in this Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with sub-clause 23.6 above.
- 23.12 Annual Leave and Leave Without Pay: An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with sub-clause 23.6 above. Such leave shall be taken in accordance with clause 20, Annual Leave and clause 28, Leave Without Pay of this Award.

24. Bereavement Leave

- 24.1 Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to Council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.

24.2 Bereavement Entitlements for Casual Employees

- (a) Casual employees who are rostered to work shall provide satisfactory evidence to Council that they are unavailable to attend work as a result of the death in Australia of a person prescribed in subclause 24.1 paragraphs (a)-(e) above.
- (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

24.3 Representation at Funeral

- (a) Council shall permit two employees selected by the Union of which the deceased was a member to attend an employee's funeral and the two employees shall be entitled to receive payment for reasonable time lost in attending the funeral.

24.4 Employees on a period of annual leave, who would have otherwise qualified for bereavement leave prescribed by this Award, shall be paid bereavement leave in accordance with Clause 24 of this Award and have up to a maximum of two days annual leave re-credited to their accruals.

24.5 In the event that an employee finds it necessary to travel a distance exceeding 200 kilometres from Broken Hill to attend the funeral of person prescribed in subclause 24.1 paragraphs (a)-(e) above, then the two days paid leave provided by sub-clause 24.1 shall be increased to three days.

24.6 Upon receipt of an application by an employee to attend the funeral of a person who is not a person prescribed in sub-clause 24.1 paragraphs (a)-(e) above, Council shall grant two (2) hours leave without pay to the employee to attend the funeral, provided that the leave granted shall commence and terminate at the site of the job upon which the employee is employed.

25. Parental Leave

25.1 General

Relationship with federal legislation - Clauses 25.1, 25.2, 25.3, and 25.5 of this award shall apply in addition to:

- (a) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); and
- (b) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the Fair Work Act 2009 (Cth) relates to:

unpaid parental leave, including unpaid adoption leave
 unpaid special maternity leave
 transfer to a safe job and no safe job leave

Requests for Flexible Working Arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the Fair Work Act 2009, shall apply.

25.2 Paid Parental Leave

- (a) Definitions - in this clause:
 - (i) PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
 - (ii) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.
- (b) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth), and who has had 12 months continuous service with the Council immediately prior to the commencement of paid parental leave.
- (c) Entitlement to parental leave make-up pay
 - (i) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
 - (ii) Parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
 - (iii) Re-qualification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.
- (d) Employee's right to choose
 - (i) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under clause 26 of this Award may elect to receive paid maternity leave and /or paid special maternity leave in accordance with the provisions of this Award in lieu of the entitlement to parental leave make-up pay under this award, provided the re-qualification period in subclause (iii) above shall apply.
 - (ii) This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

25.4 Concurrent Parental Leave

An employee, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

25.5 Adoption Leave

(a) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the Fair Work Act 2009 (Cth).

(b) Pre-adoption Leave

(i) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

(ii) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or
- (2) any separate periods to which the employee and council agree.

(c) Adoption Leave

(i) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

(ii) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

(iii) This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

25.6 Casual Re-engagement

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

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

(b) The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this sub-clause.

26. Paid Maternity Leave

26.1 This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.

26.2 Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

- 26.3 Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 26.4 An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 26.5 The employee may choose to commence paid maternity leave before the expected date of the birth.
- 26.6 Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- 26.7 Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 26.8 The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 26.9 Where an employee has completed ten years continuous service, the period of unpaid maternity or adoption leave shall count as service for long service leave purposes, provided that the unpaid maternity or adoption leave does not exceed six months. For employees with less than ten years continuous service periods of unpaid maternity or adoption leave do not count as service for long service leave purposes.
- 26.10 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 26.11 Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- 26.12 Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- 26.13 Notice of intention to take paid maternity leave the employee must:
- provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
 - advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
 - provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- 26.14 The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.
- 26.15 Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

26.16 Unpaid adoption leave

- (a) An employee who qualifies for paid adoption leave pursuant to the provisions of sub-clause 26.15 is entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period however is to be agreed upon by the employee and the Council.

28. Leave Without Pay

If an employee has exhausted all available relevant leave entitlements then approved leave without pay shall be taken at a time convenient to Council and the employee and shall not be counted as service for holidays, long service leave, sick leave and annual leave. However, leave without pay shall not break continuity of service.

29. Flexibility for Work and Family Responsibilities

- 29.1 An employee, other than a casual employee, may request flexible work and leave arrangements to enable the individual employee to attend to work and family responsibilities.
- 29.2 An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union.
- 29.3 Council and the Union shall not unreasonably withhold agreement to flexible work and leave arrangements, provided Council's operational needs are met.
- 29.4 Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements, and
 - (h) variations to ordinary hours and rosters.
- 29.5 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.
- 29.6 Any such agreement shall not apply to new or vacant positions.

30. Public Holidays

- 30.1 Employees shall have holidays without loss of pay on New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and Picnic Day (which will be held on Melbourne Cup day each year).

- 30.2 In addition to the days provided for in sub-clause 30.1 above employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- 30.3 Payment for work that is rostered in advance on a public holiday shall be paid at double time in addition to ordinary rates
- 30.4 If a holiday falls on an employee's rostered day off under a seven day rotating roster, the employee shall be paid an additional ordinary day's pay, or Council may grant a day's leave, without loss of pay, at a mutually convenient time.
- 30.5 Any employee who is called in to work on a public holiday or on Easter Saturday shall be paid a minimum of four (4) hours at the rate of double time and a half, exclusive of payment for the public holiday.
- 30.6 An employee attending a Technical College as an approved student on a public holiday, picnic day or NAIDOC day shall receive a day in lieu.
- 30.7 When any of the holidays identified in sub-clause 30.1 fall on a Saturday or Sunday and the State Government does not gazette another day, the holiday shall be taken on the following Monday.

31. Trade Union Training Leave

Council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not be unreasonably withheld, provided that Council will not be required to pay in excess of 10 days leave per annum.

32. Trade Union Conference Leave

An employee of Council who is an accredited delegate to the Union's annual conference shall be entitled to paid leave of absence for the duration of the conference and related travel, provided that should there be more than one accredited delegate per union, such leave with pay is at the discretion of Council.

33. Jury Service Leave

- 33.1 An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 33.2 An employee shall notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

34. Army Reserve Training

Where an employee as a consequence of a written application approved by the Council loses time as a result of attending the annual camp of the Army Reserve the employer shall make up the difference between the payment receivable from the Department of Defence and their wages.

PART 5

CONSULTATIVE COMMITTEE

35. Consultative Committee Aim

- 35.1 The parties to the award are committed to consultative and participative processes. There shall be a consultative committee at Council which shall:

- (a) provide a forum for consultation between Council and its employees;
- (b) positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

SIZE AND COMPOSITION

- 35.2 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions.
- 35.3 The consultative committee shall include but not be limited to employee representatives of each of the unions that are parties to the Consent Award and who have members employed at Council.
- 35.4 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

SCOPE OF CONSULTATIVE COMMITTEES

- 35.5 The functions of the consultative committee shall include:
- (a) award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform.
- 35.6 The consultative committee shall not consider matters which are being or should be processed in accordance with clause 36 of the Award, Dispute Resolution Procedure.

MEETINGS AND SUPPORT SERVICES

- 35.7 The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- 35.8 The consultative committee shall meet as required.

PART 6

DISPUTE RESOLUTION

36. Dispute Resolution Procedure

- 36.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the Association.

- 36.2 The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- 36.3 A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
 - (f) If a dispute arises steps shall be taken immediately to arrange a conference between Council and the Union or Unions concerned and the Barrier Industrial Council if necessary. No further action on the matter shall be taken until the conference has been held and at least two ordinary working days have elapsed subsequent to the holding of such a conference.
- 36.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 36.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

PART 7

TERMINATION OF EMPLOYMENT AND REDUNDANCY

37. Termination of Employment

- 37.1 An employee shall give two (2) weeks notice of intention to terminate employment, or a shorter period of notice agreed in special circumstances.
- 37.2 Council shall give a period of notice of intention to terminate employment in accordance with the following scale or by payment in lieu thereof:

LENGTH OF SERVICE	PERIOD OF NOTICE
Less than 2 years	2 weeks
2 years and less than 3 years	3 weeks
3 years and less than 5 years	4 weeks
5 years and beyond	5 weeks

- 37.3 The period of notice in the table in sub-clause 37.2 must be increased by one (1) week if the employee is over forty five (45) years old and has completed at least two (2) years of continuous service with Council.

- 37.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed clauses 37.2 and 38.14 shall not apply.
- 37.5 Except where otherwise provided, the above requirements do not apply when Clause 38 Redundancy applies.

38. Redundancy

- 38.1 Aged and community care employees employed by Council prior to 16 March 2010 shall have their redundancy entitlements as of 16 March 2010 frozen. In this instance a reference to a redundancy entitlement is a reference to the entitlement that the employee would have had had the employee's employment been terminated by way of a redundancy on 16 March 2010.
- 38.2 As of 16 March 2010 should the need arise to calculate the redundancy entitlements of aged and community care employees this will be done by referring to the entitlement identified at clause 38.1 above that being the entitlement as of 16 March 2010 in addition to any further entitlements accrued from 16 March 2010 to the date of the proposed termination in accordance with the table at sub-clause 38.15.
- 38.3 It is agreed that the inclusion of this clause in the Award does nothing whatsoever to vary or influence the understanding that the strongest endeavours of the Council, the Barrier Industrial Council and/or Affiliates and the employees affected will be directed to ensuring that all employees are placed in alternative permanent employment and that the implementation of this clause shall not in any manner be used to influence or encourage any employee to terminate employment before every practical effort has been made by all parties to have an employee who may otherwise be deemed redundant, placed in an alternative job.
- 38.4 A "redundant employee" means a person who is employed on a permanent basis by Broken Hill City Council whose services will become redundant on account of the introduction or proposed introduction by the Council of mechanisation or technological changes or the reorganisation of the Council's structure, systems or methods of operation and when the Council concludes that in co-operation with the Unions and the employee it has been unsuccessful in providing alternative employment.
- This definition shall not apply to any person engaged by the Council on a temporary, casual or short term basis or to any person engaged to work on special employment projects such as government funded unemployment relief programmes or the like.
- 38.5 In every case potentially redundant employees shall be retrained to fill permanent position which are available or about to become available in the Council's work forces in any of the Council's various departments.
- 38.6 The Council shall retrain the employee for a reasonable period, at all times receiving the earnest co-operation of the employee in acquiring the new skills intended to be achieved by the training.
- 38.7 Whenever practicable and in accordance with normal practice the necessary retraining shall be carried out by the Council in its time and at its expense. If the Council considers that "in house" training should be supplemented by training at an outside institution (e.g., the Broken Hill Technical College), all reasonable costs of such additional training shall be met by the employer. If the training at the outside institution is available in "out of normal work hours" the employee shall be required to attend that training in their own time without additional payment of time off in lieu. The costs of training shall in such circumstances be met by the Council.
- 38.8 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay higher than that previously paid to them, such rate of pay shall apply from the date of that employee's transfer.

- 38.9 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay lower than that previously paid to them, such lower rate shall not apply until 13 weeks after the date of the employee's transfer.
- 38.10 Shift allowances shall not be taken into account when comparing the rates of pay for the purposes of sub-clause 38.8 and 38.9.
- 38.11 Having regard to the intention of all parties that no person shall become redundant, if it is not possible to retrain a potentially redundant employee to new duties, an employee shall become redundant and the Council shall give such employee four (4) weeks' notice of the termination of their employment.
- 38.12 If the Council fails to give any such notice in full:

it shall pay the employee at the ordinary rate of pay applicable to them for a period equal to the difference between the full period of notice and the period of notice actually given; and

the period of notice required by this sub-clause to be given shall be deemed to be service with the Council for the purposes of calculating long service leave and annual leave entitlements (but not sick leave).

- 38.13 Council may summarily dismiss an employee without notice for neglect of duty or misconduct in which case wages shall be paid up to the time of dismissal only. The rights of the Council shall not be prejudiced by the fact that the employee has been given notice of the termination of their employment pursuant to sub-clause 38.10.

In the event of dispute arising over the Council's action with regard to summary dismissal, the Barrier Industrial Council and/or an affiliate of the Barrier Industrial Council shall on submission of a request to that effect in writing be entitled to seek a meeting with the Council at the earliest practicable date to discuss the matter.

- 38.14 This sub-clause shall apply to redundant employees as defined in sub-clause 38.3. Nothing contained in this clause shall be construed to mean that the Council shall not be entitled to dismiss an employee in the ordinary course of its business without being required to give the notice mentioned in sub-clause 38.10 and 38.11, or to make the severance payments mentioned in sub-clause 38,14.
- 38.15 A redundant employee shall be entitled to severance allowances calculated as follows:

All such redundant employees shall receive a minimum of six weeks' pay.

All such redundant employees shall receive an additional payment at the rate of three (3) weeks' pay for each completed year of service, plus a pro-rata payment for each additional completed month of service. The number of weeks pay due to any such redundant employee in respect of completed years of service shall be:

Completed Year of Service	Scale of Payments (Weeks)	Completed Year of Service	Scale of Payments (Weeks)
1	9	26	84
2	12	27	87
3	15	28	90
4	18	29	93
5	21	30	96
6	24	31	99
7	27	32	102
8	30	33	105
9	33	34	108
10	36	35	111
11	39	36	114
12	42	37	117

13	45	38	120
14	48	39	123
15	51	40	126
16	54	41	129
17	57	42	132
18	60	43	135
19	63	44	138
20	66	45	141
21	69	46	144
22	72	47	147
23	75	48	150
24	78	49	153
25	79	50	156

- 38.16 For the purposes of this sub-clause "a week's pay" shall be deemed to be the week's pay presently used as the basis for calculation of annual leave entitlements.
- 38.17 All such redundant employees shall be paid the value of their accrued sick leave calculated in accordance with the terms of this Award together with the value of all payments legally due to them in respect of annual leave and/or long service leave entitlements.
- 38.18 Whenever a redundant employee whose services have been terminated shall be re-employed by the Council, the period of their employment shall thereafter be deemed for all purposes to have commenced on the date of their re-employment.
- 38.19 A redundant employee who is a contributor to the Local Government Superannuation Scheme may anticipate Council's assistance in completing documentation for submission to the Local Government Superannuation Board.

39. Redundancy - Application, Process and Consultation Provisions

- 39.1 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on Council shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 39.2 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- 39.3 Where Council has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 39.4 Council's duty to discuss change-
- (i) Council shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes.

- (iii) For the purpose of such discussion, Council shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that Council shall not be required to disclose confidential information the disclosure of which would adversely affect Council.
- 39.5 Council shall, upon receipt of a request from an employee whose employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- 39.6 Where a decision has been made to terminate the employment of 15 or more employees, Council shall notify Centrelink as soon as possible giving the relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out. Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 39.7 Where an employee is transferred to lower paid duties as a result of the introduction of changes in production, program, organisation, structure or technology, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and Council may at its own discretion make payment in lieu thereof, an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- 39.8 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 38.15. The Industrial Relations Commission shall have regard to such financial and other resources of Council as the Commission thinks relevant, and the probable effect paying the amount of severance pay in sub-clause 38.15 will have on Council.
- 39.9 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in sub-clause 38.15 if Council obtains acceptable alternative employment for an employee.

PART 8

MISCELLANEOUS

40. Occupational Health and Safety

- 40.1 Council shall provide a safe place of work and work practices in accordance with the provisions of the *Workplace Health and Safety Act 2011* (NSW).
- 40.2 Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the *Workplace Health and Safety Act 2011* (NSW) and Regulations.
- 40.3 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation. Safety footwear and leather boot laces shall be replaced by Council on a sharp for blunt basis.
- 40.4 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- 40.5 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 40.6 Council shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

- 40.7 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- 40.8 Employees shall be supplied cool drinking water throughout the day.
- 40.9 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 40.10 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

41. Labour Hire and Contract Businesses

- 41.1 For the purposes of this subclause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.
- 41.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises then Council shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 41.3 Nothing in this sub-clause of the Award is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 41.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 41.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

42. Outsourcing

- 42.1 When considering contracting out or outsourcing, Council will take into account the following:
- (a) Whether there are insufficient overall resources available to meet the current Council work commitment and timetable; or
 - (b) Whether the failure to complete work in a reasonable time jeopardises the safety of the public or adversely impacts upon system performance; or
 - (c) Whether the use of outsourced or contract work is commercially the most advantageous option taking into account: the quality, safety, performance, cost and overall strategic direction of Council.
 - (d) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must provide written undertakings to comply and conform with:
 - (i) Council's safety, environmental and quality standards; and
 - (ii) all Acts, Awards and Agreements affecting the employees of the Contractor.

43. Accident Pay

- 43.1 An employee of Council shall be entitled to receive accident pay in accordance with this subclause.
- 43.2 "Accident pay" means the difference between the weekly amount of compensation paid to an employee pursuant to the *Worker's Compensation Act 1987 (NSW)* (as amended from time to time) and the employee's rate of pay.
- 43.3 Accident pay under these provisions shall be payable for a maximum period or an aggregate of periods that in no case exceed 39 weeks for any incapacity in respect of and resulting from any one accident suffered by an employee.
- 43.4 In the event that an employee receives a lump sum in redemption of weekly payments under the *Worker's Compensation Act 1987 (NSW)*, the liability of Council to pay accident pay shall cease from the date of such redemption.
- 43.5 Where an employee recovers damages for an injury from Council for from a third independently of the provisions of the *Worker's Compensation Act 1987 (NSW)* then the employee shall be liable to repay Council the amount of accident pay which Council has paid under this clause and the employee shall not be entitled to any further accident pay thereafter.
- 43.6 Nothing in this clause shall in any way be taken as restricting or removing Council's right under the *Worker's Compensation Act 1987 (NSW)* to require the employee to submit themselves to examination by a qualified medical practitioner, provided and paid for by Council. If the employee refuses to submit themselves to such an examination or in any way obstructs such an examination, then the employee's right to receive or continue to receive accident pay will be suspended until such an examination has taken place.
- 43.7 Where a medical referee or Board gives a certificate as to the condition of an employee and their fitness for employment or specifies the kind of employment for which they are fit and Council duly makes available to the employee the kind of employment falling within the terms of such a certificate and the employee refuses or fails to resume or perform the proposed employment, then all payments in accordance with this Award shall cease and terminate from the date of such refusal or failure to commence such duties.
- 43.8 An employee who sustains an accident at work shall complete an injury report as soon as practicable after the accident. Council shall give an employee a copy of the injury report when it is completed.

44. Further Education

- 44.1 Apprentices and employees deemed to be approved students undertaking trades courses or certificate courses, part-time diploma or degree courses (including librarians) shall be allowed time off to attend during working hours. The entitlement to time off is subject to the following conditions:
- (a) That period which are allowed shall be limited to eight hours per week and shall in no case exceed the lesson time needed to undertake the subjects set down in the syllabus for the course studied.
 - (b) A time sheet signed by the lecturer or the instructor covering these attendances shall be produced by the student.
 - (c) All courses and awards required for continuing employment and advancement in career paths are to be paid for by Council upon successful completion.
- 44.2 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work a clerical employee shall be refunded the fees paid in respect of that year.
- 44.3 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work, and receipts for text books prescribed for that year's work, a clerical employee shall be paid the cost of the prescribed text books or fifty dollars (\$50.00), whichever is the lesser amount.
- 44.4 One set of the current S.A.A. Wiring Rules shall be supplied to all electrical technicians.
- 44.5 Where, with the approval of Council, an employee undertakes a TAFE College, College of Advanced Education or University Course by correspondence and it is necessary in order to qualify under such course to undergo practical training or examination outside Broken Hill, the Council shall reimburse travelling expenses incurred which do not exceed the cost of a first class return rail fare.

PART 9

SAVINGS AND TRANSITIONAL

45. Leave Reserved and No Further Claims

- 45.1 Leave is reserved for the parties to this Award to make application to the Industrial Relations Commission of New South Wales to amend this Award with provisions that facilitate:
- A seven (7) day spread of hours for all employees;
- Sleepovers, 24 hour Care Shifts, and Excursions (including a seven (7) day spread) for disability support services employees;
- The On-call allowance, but limited to the indexing of the allowance to increases in rates of pay."
- 45.2 Except as otherwise provided in sub-clause 45.1, it is a term of this Award that the Union undertakes not to pursue any extra claims, Award or over Award, of a general nature, for the duration of the Award.

PART 10**SCHEDULES****Schedule 1 - WEEKLY RATES OF PAY AND ALLOWANCES****Table 1 - Weekly Rates of Pay For Entry Level**

Grades	Step	At 31/10/11	ffpp on or after 1/11/11	ffpp on or after 1/11/12	ffpp on or after 1/11/13
1	1	788.54	818.54	848.54	878.54
	2	804.38	834.38	864.38	894.38
	3	820.62	850.62	880.62	910.62
	4	837.26	867.26	897.26	927.26
2	1	811.10	841.10	871.10	901.10
	2	827.46	857.46	887.46	917.46
	3	844.24	874.24	904.24	934.24
	4	861.56	891.56	921.56	951.56
3	1	833.37	863.37	893.37	923.37
	2	850.29	880.29	910.29	940.29
	3	867.73	897.73	927.73	957.88
	4	885.59	915.59	945.59	976.32
4	1	855.78	885.78	915.78	945.78
	2	873.37	903.37	933.37	963.70
	3	891.23	921.23	951.23	982.14
	4	909.62	939.62	970.16	1001.69
5	1	881.43	911.43	941.43	972.03
	2	899.55	929.55	959.76	990.95
	3	918.22	948.22	979.04	1010.86
	4	937.27	967.73	999.18	1031.66
6	1	907.07	937.07	967.52	998.97
	2	925.86	955.95	987.02	1019.10
	3	945.19	975.91	1007.63	1040.37
	4	965.28	996.65	1029.04	1062.49
7	1	932.58	962.89	994.18	1026.49
	2	952.04	982.98	1014.93	1047.91
	3	972.47	1004.08	1036.71	1070.40
	4	993.93	1026.23	1059.59	1094.02
8	1	964.58	995.93	1028.30	1061.72
	2	985.64	1017.67	1050.75	1084.90
	3	1007.68	1040.43	1074.24	1109.16
	4	1030.42	1063.91	1098.49	1134.19
9	1	997.79	1030.22	1063.70	1098.27
	2	1020.26	1053.42	1087.65	1123.00
	3	1043.15	1077.05	1112.06	1148.20
	4	1066.77	1101.44	1137.24	1174.20
10	1	1031.57	1065.10	1099.71	1135.45
	2	1054.89	1089.17	1124.57	1161.12

	3	1078.65	1113.71	1149.90	1187.27
	4	1103.12	1138.97	1175.99	1214.21
11	1	1087.94	1123.30	1159.81	1197.50
	2	1112.57	1148.73	1186.06	1224.61
	3	1137.88	1174.86	1213.04	1252.47
	4	1163.79	1201.61	1240.67	1280.99
12	1	1144.33	1181.52	1219.92	1259.57
	2	1170.37	1208.41	1247.68	1288.23
	3	1197.13	1236.04	1276.21	1317.68
	4	1224.46	1264.25	1305.34	1347.77
13	1	1200.72	1239.74	1280.04	1321.64
	2	1228.19	1268.11	1309.32	1351.87
	3	1256.37	1297.20	1339.36	1382.89
	4	1285.28	1327.05	1370.18	1414.71
14	1	1257.09	1297.95	1340.13	1383.68
	2	1286.01	1327.81	1370.96	1415.52
	3	1315.62	1358.38	1402.52	1448.11
	4	1345.97	1389.71	1434.88	1481.51
15	1	1313.49	1356.18	1400.25	1445.76
	2	1343.82	1387.49	1432.59	1479.15
	3	1374.88	1419.56	1465.70	1513.33
	4	1406.64	1452.36	1499.56	1548.29
16	1	1369.73	1414.25	1460.21	1507.67
	2	1401.48	1447.03	1494.06	1542.61
	3	1433.97	1480.57	1528.69	1578.38
	4	1467.30	1514.99	1564.22	1615.06
17	1	1454.29	1501.55	1550.35	1600.74
	2	1488.07	1536.43	1586.37	1637.92
	3	1522.85	1572.34	1623.44	1676.21
	4	1558.34	1608.99	1661.28	1715.27
18	1	1538.87	1588.88	1640.52	1693.84
	2	1574.80	1625.98	1678.83	1733.39
	3	1611.70	1664.08	1718.16	1774.00
	4	1649.36	1702.96	1758.31	1815.46
19	1	1623.58	1676.35	1730.83	1787.08
	2	1661.66	1715.66	1771.42	1828.99
	3	1700.58	1755.85	1812.91	1871.83
	4	1740.64	1797.21	1855.62	1915.93
20	1	1708.02	1763.53	1820.85	1880.02
	2	1748.23	1805.05	1863.71	1924.28
	3	1789.30	1847.45	1907.49	1969.49
	4	1831.52	1891.04	1952.50	2015.96
21	1	1792.59	1850.85	1911.00	1973.11
	2	1834.81	1894.44	1956.01	2019.58
	3	1878.18	1939.22	2002.25	2067.32
	4	1922.69	1985.18	2049.70	2116.31

22	1	1877.16	1938.17	2001.16	2066.20
	2	1921.52	1983.97	2048.45	2115.02
	3	1967.04	2030.97	2096.98	2165.13
	4	2013.69	2079.13	2146.71	2216.47
23	1	2299.90	2374.65	2451.82	2531.51
	2	2354.85	2431.38	2510.40	2591.99
	3	2411.23	2489.59	2570.51	2654.05
	4	2468.92	2549.16	2632.01	2717.55
24	1	2722.36	2810.84	2902.19	2996.51
	2	2787.90	2878.51	2972.06	3068.65
	3	2855.00	2947.79	3043.59	3142.51
	4	2923.84	3018.86	3116.98	3218.28

Table 2 - Weekly Rates of Pay For Apprentices

	At 31/10/11	ffpp on or after 1/11/2011	ffpp on or after 1/11/2012	ffpp on or after 1/11/2013
Electrical Fitters - Year 1	676.34	706.34	736.34	766.34
Year 2/HSC Year 1	773.16	803.16	833.16	863.16
Year 3/HSC Year 2	869.85	899.85	929.85	960.07
Year 4/HSC Year 3	967.07	998.50	1030.95	1064.46
HSC Year 4	1070.23	1105.01	1140.93	1178.01
Plumbers - Year 1	672.79	702.79	732.79	762.79
Year 2/HSC Year 1	768.84	798.84	828.84	858.84
Year 3/HSC Year 2	864.74	894.74	924.74	954.79
Year 4/HSC Year 3	961.02	992.25	1024.50	1057.80
HSC Year 4	1062.81	1097.35	1133.02	1169.84
Carpenters - Year 1	672.79	702.79	732.79	762.79
Year 2/HSC Year 1	768.84	798.84	828.84	858.84
Year 3/HSC Year 2	864.74	894.74	924.74	954.79
Year 4/HSC Year 3	961.02	992.25	1024.50	1057.80
HSC Year 4	1062.81	1097.35	1133.02	1169.84
Motor Mechanics - Year 1	673.25	703.25	733.25	763.25
Year 2/HSC Year 1	769.29	799.29	829.29	859.29
Year 3/HSC Year 2	865.36	895.36	925.36	955.43
Year 4/HSC Year 3	961.66	992.91	1025.18	1058.50
HSC Year 4	1063.67	1098.24	1133.93	1170.78
Gardeners - Year 1	576.59	606.59	636.59	666.59
Year 2/HSC Year 1	656.5	686.50	716.50	746.50
Year 3/HSC Year 2	736.4	766.40	796.40	826.40
Year 4/HSC Year 3	816.31	846.31	876.31	906.31
HSC Year 4	896.21	926.21	956.31	987.39

Table 3 - Traineeship Wage Rates

	At 31/10/2011	ffpp on or after 1/11/2011	ffpp on or after 1/11/2012	ffpp on or after 1/11/2013
Year 1	699.80	729.80	759.80	789.80
Year 2	775.51	805.51	835.51	865.51
Year 3	823.31	853.31	883.31	913.31
Year 4	855.25	885.25	915.25	945.25
Year 5	887.88	917.88	947.88	978.69
Year 6	920.48	950.48	981.37	1013.27
Year 7	953.51	984.50	1016.50	1049.53

SCHEDULE 2**ALLOWANCES**

	ffpp on or after 1/11/11	ffpp on or after 1/11/12	ffpp on or after 1/11/13
Meal Allowance (Clause 9.2)	\$10.10		\$10.43
Community Language and Signing			
Work (Clause 15.3) p/w	\$18.50		\$19.10
First Aid Allowance (Clause 15.4(c)) p/w	\$16.20		\$16.73
Broken Shift allowance (Clause 8.19) per shift	\$5.41		\$5.59

SCHEDULE 3**PROGRESSION GUIDELINES**

The progression rules detailed below have been established to assist the industry parties to the Broken Hill City Council Consent Award, regarding the operation of Council Salary Systems. At the local level where significant issues are identified in relation to the operation of the Salary System the matter shall be referred to Council's Consultative Committee for consideration and where appropriate for recommendation to the General Manager for decision. In the event that a dispute arises the rules detailed below shall be used by the industry parties to assist in the resolution of such disputes.

1. Banding

The appropriate Band for each position shall be determined by reference to the Qualifications and Experience descriptor as provided by Clause 12 Rates of Pay and Related Matters and clause 13 Skill Descriptors of the Broken Hill City Council Award.

2. Levelling and Grades

The Level and Grade of the position shall be established through the evaluation of the position using the Council's endorsed Job Evaluation System. This evaluation shall occur consistent with the Job Evaluation Policy as adopted by Council.

Positions shall be re-evaluated in the following circumstances:

If the position is newly created.

If a significant change has occurred in the duties and responsibilities of the position, which is confirmed by the relevant (Director/Officer).

If an evaluation has been conducted and has resulted in an apparent anomaly.

Where an existing position has been re-evaluated and where the outcome is a different grade, such re-evaluation shall be referred to the consultative committee for consideration and the current positions incumbent shall be advised accordingly.

3. Position Descriptions

The position description identifies the range of skills, responsibilities, duties and qualifications in order of priority from the essential criteria to the most desirable.

These criteria are detailed in each of the skills steps to facilitate the assessment of skill at the time of the salary review, and to avoid disputes regarding the movement through the skill steps.

Position descriptions shall not impose artificial barriers that will prohibit individual salary progression through the full range of skill steps.

4. Skills Assessment

Council shall adopt a consistent and objective method for assessing skills.

An assessment of the skills acquired and used shall be undertaken on an annual basis and in those cases where the employee has acquired new skills that would lead to progression under the salary system.

New employees shall be paid at the Skill Level rate of pay consistent with the skills they bring to Council. Placement at a Skill Level higher than the entry level shall occur when the new employee meets the required skills for the position.

5. Salary Review

Annual salary reviews shall require the Manager of the position to determine whether the employee has acquired and is using the skills necessary to progress to the next step, or steps.

In the event that there is a dispute between the employee and the Manager on the outcome of the skills review the assessment shall be referred to an appeal panel. In the event that the employee does not agree with the decision of the appeal panel the matter shall be referred to the Director. The employee may have access to the grievance and disputes procedure at any point of the appeal process.

6. Other matters relating to the Implementation of the Salary System.

(a) Training

Employees shall be provided with reasonable and equitable access to the training which will facilitate progression.

(b) Allowances - (Former Award Allowances Only)

Except where allowances have been incorporated into rates of pay, award allowances shall be paid in addition to the rates established within the salary ranges.

(c) Council's Budget

Council shall in considering the budget each year ensure that the skill progression detailed in these rules is properly funded and that employees shall move through the skill steps based assessment against the criteria detailed in the position descriptions.

(d) Award Variations

The Grades and Salary Steps, as contained within the salary structure of the salary system shall be increased by the same quantum, and be operative from the same date as variations in the Broken Hill City Council Award.

(e) Dispute Procedure

Disputes which arise through the operation of Council's Salary System shall be handled consistent with Clause 36, dispute Resolution Procedures of the Broken Hill City Council Award.

(f) Publication

Copies of the Salary System shall be published by Council and made available to all employees. The published document shall contain copies of the current salary structure and the progression rules. Each individual shall be provided with a copy of their Position Description.

I. TABBAA, Commissioner

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(1343)

SERIAL C8004

**CROWN EMPLOYEES (INSTITUTE MANAGERS IN TAFE)
SALARIES AND CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 121 of 2012)

Before The Honourable Mr Justice Staff

22 August 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award 2009 published 30 October 2009 (369 I.G. 443) as varied, be rescinded on and from 22 August 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(No. IRC 737 of 2012)

Before The Honourable Justice Backman

19 July 2012

VARIATION

1. Delete Part B, Monetary Rates of the award published 31 August 2012 (374 I.G. 431) and insert in lieu thereof the following:

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

Registered Nurse	2.5% FFPP 1.7.12 \$
1st Yr	993.90
2nd Yr	1,048.70
3rd Yr	1,102.60
4th Yr	1,160.60
5th Yr	1,218.10
6th Yr	1,275.00
7th Yr	1,340.60
8th Yr	1,396.40
Clinical Nurse Specialist	
1st Yr and thereafter	1,453.50
Clinical Nurse Consultant	
1st Yr and thereafter	1,787.00

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

Item No	Clause No	Description	2.5% FFPP 1.7.12 \$
1	3	Team leader allowance per shift	24.30
2	7.8	On-call allowance during a meal break	12.23
3	18	Clothing allowance per week	7.50

2. This variation shall take effect from the first full pay period on or from 1 July 2012.

A. F. BACKMAN *J*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 727 of 2012)

Before Commissioner Bishop

16 July 2012

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries and Progression
4.	Other Conditions of Employment
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Anti-Discrimination
7.	No Further Claims
8.	Grievance and Dispute Settlement Procedure
9.	Redundancy
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

2. Definitions

"Award" means the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award.

"Commissioner" means the Commissioner of Police in New South Wales, or any person duly appointed to act in such position from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales).

"Head, Clinical Forensic Medicine Section" shall be a person qualified to be a Police (Forensic) Medical Officer appointed on the basis of merit selection on the occurrence of a vacancy as the clinical and administrative Head of the Clinical Forensic Medicine Section.

"Higher Qualification" means any such qualification obtained by a Police (Forensic) Medical Officer subsequent to graduation which is recognised as a higher qualification by the employer for the purposes of qualifying an employee for access to the higher qualification allowance applicable under subclause 3.3 of clause 3, Salaries and Progression. This may include:

- (a) post-graduate university degrees and diplomas recognised by the Medical Board of New South Wales as qualification; or
- (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians; or
- (c) such other post-graduate qualification obtained by examination and recognised by the Medical Board of New South Wales, including fellowship of the Royal Australian College of General Practitioners.

"NSW Police Force" means New South Wales Police Force established by the *Police Act 1990*, (NSW).

"Police (Forensic) Medical Officer" means a non-executive administrative officer within the terms of the *Police Act 1990*, who is a person licensed or registered by the Medical Board of New South Wales pursuant to the *Medical Practice Act 1992* and employed in the Clinical (Forensic) Medicine Section.

"Officer" means a Police (Forensic) Medical Officer, as defined.

3. Salaries and Progression

3.1 The salaries set out in Table 1, of Part B of this award shall have effect from the date contained therein.

Police (Forensic) Medical Officer, Grade 1 shall be a medical practitioner with a minimum four years post-graduation experience. Such officers shall undertake a training period supervised by a suitable experienced and qualified Police (Forensic) Medical Officer, Grade 3 (or, in the event that no such officers are employed, a Police (Forensic) Medical Officer, Grade 2) until such time as the Police (Forensic) Medical Officer, Grade 1, is accepted as an expert in the practice of Clinical Forensic Medicine. The period of training and supervision will be not less than six months.

Police (Forensic) Medical Officer, Grade 2 shall be a medical practitioner accepted as an expert in the practice of Clinical Forensic Medicine.

Police (Forensic) Medical Officer, Grade 3 shall be a medical practitioner who has served a minimum of three years as a Police (Forensic) Medical Officer, Grade 2 and who is accepted as an expert in the practice of Clinical Forensic Medicine, and who:

- (a) has attained the necessary experience and skills to supervise and train, as appropriate, Police (Forensic) Medical Officer, Grade 1; and
- (b) has attained the necessary experience and skills to plan, review and implement training courses, as appropriate, in relevant practice areas including, but not limited to, safe custody care, breath analysis and drugs training.

3.2 Nature of Salaries - The parties recognise that the rates of pay prescribed in subclause 3.1 of this clause contain a component which takes into account all the incidents of employment, including the need to be on-call, call-outs, overtime, travelling time and waiting time, and including the expenses incurred in taking telephone calls at the Officer's residence.

3.3 Higher Qualification Allowance - The salaries prescribed in subclause 3.1 of this clause for the classifications only of Police (Forensic) Medical Officer, Grade 1, Grade 2 and Grade 3, shall be increased by the amount of \$2500 per annum, for any Officer who holds a higher qualification as

defined which, in the opinion of the Commissioner of Police, is an appropriate higher qualification with respect to the practice of Clinical Forensic Medicine as carried out in the NSW Police.

- 3.4 Progression - Progression Between Grades- Progression between the grades of Police (Forensic) Medical Officer will be determined by a representative committee comprised of representatives from the following organisations, or their successors from time to time, or class of persons:

Two persons representing the Commissioner of Police;

Head of the Clinical Forensic Medicine Section;

One person from the Institute of Forensic Medicine;

One person from the Office of the NSW Director of Public Prosecutions;

A Police Prosecutor with a minimum of ten years standing as a Police Prosecutor;

One person from the Federation;

One person from an Area Health Service.

Such progression shall also be subject to the Commissioner certifying that the conduct and services of the officer are satisfactory.

- 3.5 The parties agree that the productivity provisions contained within the document known as the Cooperative Negotiation Agenda which was agreed between the Public Service Association and the Public Employment Office and other employers to the Crown Employees (Public Sector Salaries) Award, shall apply to the parties to this award to the extent reasonably appropriate.

4. Other Conditions of Employment

Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 as amended from time to time will apply.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) permanent full-time and part-time officers;
 - (b) temporary officers, subject to New South Wales Police Force convenience; and
 - (c) casual officers, subject to New South Wales Police Force convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the officer's classification by clause 3, Salaries and Progression, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Commissioner, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- (a) a benefit or benefits selected from those approved by the Commissioner, and
 - (b) an amount equal to the difference between the officer's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the officer in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vii) Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to New South Wales Police Force agreement, paid into another complying superannuation fund.
- (viii) Where the officer makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- New South Wales Police Force must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, New South Wales Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by New South Wales Police Force may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the officer makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to

be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under clause 3, Salaries and Progression, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

- (xii) New South Wales Police Force may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) New South Wales Police Force will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

6. Anti-Discrimination

- 6.1 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 responsibility as a carer.
- 6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7. No Further Claims

During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

8. Grievance and Dispute Settlement Procedure

The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:

- (i) Where a dispute/grievance arises discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
- (ii) Failing resolution of the issue, further discussions shall take place as soon as possible and in any event within two working days of such failure, between the individual officer(s) and, at their request, the local Federation delegate or workplace representative and the relevant Commander.
- (iii) If the dispute/grievance remains unresolved the officer(s), local delegate or workplace representative or the relevant Commander may refer the matter to the HR Manager, Office of the Deputy Commissioner, Specialist Operations, for discussion. Those discussions should take place as soon as possible and in any event within two working days of such referral.
- (iv) If the dispute is not resolved at that stage, the matter is to be referred to the Employee Relations Unit of the NSW Police Force who will assume responsibility for liaising with Senior Executive Members of the Service and the Federation and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- (v) During the process outlined above, the status quo will be maintained.

The matter will only be referred to the Industrial Relations Commission of New South Wales if:

- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
- (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.

At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.

Safety Issues - Procedures - In cases where a dispute is premised on an issue of safety, consultation between the Federation and the Industrial Relations Directorate should be expedited. The status quo shall remain until such matter is resolved.

General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.

This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.

Throughout each stage, parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

9. Redundancy

The provisions of Premier's Memorandum 2011/11, as amended from time to time, shall apply.

10. Area, Incidence and Duration

10.1 This award rescinds and replaces the Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State) Award published 18 November 2011 (371 I.G. 1008), as varied on 14 March 2012 pursuant to the Award Review process under section 19 of the *Industrial Relations Act 1996*.

10.2 This award shall continue to apply to officers employed within the Clinical Forensic Medicine section of the NSW Police as at 5 August 1996 or to persons who are subsequently employed within the Clinical Forensic Medicine Section. Except where inconsistent with this award, the provisions of any other existing determinations or awards will continue to apply.

10.3 This Award will take effect from 1 July 2012. The Award will remain in force for the period to 30 June 2013 or until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	From the First Full Pay Period on or after 01/07/2012 \$
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience 5 years, less than 6 years post-graduate experience	109,903 115,584
Police (Forensic) Medical Officer, Grade 2 - 1st year 2nd year 3rd year and thereafter	126,959 132,638 138,326
Police (Forensic) Medical Officer, Grade 3 - 1st year 2nd year 3rd year and thereafter	149,696 157,271 164,854
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	176,220 180,012

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 715 of 2012)

Before Commissioner Bishop

13 July 2012

AWARD

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1.	Title
2.	Definitions
3.	Purpose of this Award
4.	Terms of Employment
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	4.2 Part-time employment
	4.3 Working hours
	4.4 Shiftwork
	4.4.1 General
	4.4.2 Short term shiftwork
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5.	Payments
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	5.3 Incremental progression
	5.4 Overtime
	5.4.1 General
	5.4.2 Call-outs
	5.4.3 Rest breaks between shifts after overtime
	5.5 Higher duties relief
	5.6 Salary and grade appeals
	5.7 Allowances and expenses
	5.7.1 Meals on Journeys that do not require Overnight Accommodation
	5.7.2 Meals on overtime
	5.7.3 Private motor vehicle allowances
	5.7.4 Residential course allowances
	5.7.5 Lodging and travelling allowances
	5.7.6 Fares to temporary work location
	5.7.7 Relocation expenses
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	6.1 Public holidays
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	6.3 Long Service Leave
	6.3.1 General

- 6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements
- 6.3.3 Taking of long service leave
- 6.3.4 Sick leave while on long service leave
- 6.3.5 Public Holidays while on long service leave
- 6.3.6 Payment or transfer of long service leave on termination
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 - 6.4.1 General
 - 6.4.2 Additional special sick leave
- 6.5 Maternity leave
- 6.6 Adoption leave
- 6.7 Parental leave
- 6.7A Communication during maternity, Adoption and Parental Leave
- 6.7B Rights of request during Maternity, Adoption or Parental Leave
- 6.8 Study leave
 - 6.8.1 Examination and pre-examination leave
- 6.9 Military leave
- 6.10 Special leave
- 6.11 Leave without pay
- 6.12 Family and community service leave
- 7. Other Conditions
 - 7.1 Deduction of Union Membership Fees
 - 7.2 Grievance resolution and dispute settlement
 - 7.2.1 Grievance resolution
 - 7.2.2 Dispute settlement
 - 7.2.3 Disputes relating to WH&S
 - 7.3 Anti-Discrimination
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PART B

MONETARY RATES

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PART A

1. Title

This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award. The terms of this Award will apply to Traffic Signals Staff employed by Roads and Maritime Services Division of the Government Service of New South Wales.

2. Definitions

- (a) "RMS" shall mean the Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:
RMS management;

Staff; and

the ETU

are committed to continually improving all areas of RMS to achieve lasting customer satisfaction and increased productivity.
- (b) RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff
- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:

they have the skills, competence, training and qualifications to undertake

are within the classification structure of this Award

do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":

up to three year's service 2 weeks notice

more than three years but less than five year's service at least 3 weeks notice

more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

4.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.

- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
 - appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - agreed between RMS and the staff member concerned
 - set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - a 20 day, 4 week cycle
 - Monday to Friday inclusive
 - 19 working days of 8 hours each
 - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- (d) Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- (e) Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- (f) By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.

- (h) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (i) Staff who have either:
not worked a complete four-week cycle, or
are regarded as not having worked a complete four-week cycle according to (a) above receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (j) Staff may be required to work on their ADO for the following reasons:
to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
because of unforeseen delays to a particular project (or part)
emergency or other unforeseen circumstances on a project.
- (k) Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
given at least five (5) working days notice of the change
not paid penalty payments
permitted to take an alternate day off in the work cycle
- (l) Staff required to work on their ADO without the notice period outlined in 4.3 (k) and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- (a) For the purpose of this clause:
"Afternoon shift" means a shift on which ordinary time
finishes after 6.00pm and
at or before midnight
"Night shift" means a shift on which ordinary time
finishes after midnight and at or before 8.00am
commences at or before 4.00am.

- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
- at change of shifts when a minimum of 8 hours will be allowed, or
- in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
- paid double time until they are released from duty
- entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
- for the purpose of changing shift rosters
- where shift workers do not report for duty and day workers or shift workers are required to replace them
- where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
- between 11.00pm and 12.00 midnight Friday
- between 12.00 midnight Sunday and 7.00am Monday
- is paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) Sunday time
- "Sunday time" is:
- time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
- paid at double time rate.
- (h) Saturday time
- Saturday time is:
- time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
- paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.

- (b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

- (c) Working hours and payment for shifts are:

Single shifts: no longer than 8 hours, and
paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

Two shifts: worked between 6.00 am and midnight or as agreed with
RMS, and
paid at time and a quarter

Three shifts: with the third (night) shift being seven hours and 17
minutes
paid at time and a quarter.

- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.

- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.

- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:

it is not due to the actions of staff they will be paid overtime rates

it is due to the actions of the staff they will be paid normal shift rates.

- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.

- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
arrangements for ADOs during the 20 shift cycle
accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

5. Payments

5.1 Salaries

(a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.

(b) For the purposes of this Award:

the weekly rate will be calculated by dividing the annual salary by 52.17857

the hourly rate will be calculated by dividing the weekly rate by 38.

the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required

who commence work shall receive 7 hours pay.

5.3 Incremental progression

(a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.

(b) RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:

inefficiency

misconduct in an official capacity.

- (c) RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4 Overtime

5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:

first two hours

time and a half

after the first two hours

double time

all work on Saturday

time and a half for the first two hours and

double time after the first two hours

all work on Sunday

double time

all work on a public holiday

double time and a half

- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
 - any period of work that is less than a quarter of an hour
 - time taken as a meal break (except as provided for in 5.4.1 j.)
 - time spent travelling outside normal hours.

- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:

the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday

leave in lieu is taken at the convenience of RMS

leave in lieu is taken in multiples of a quarter of a day

the maximum period of the leave in lieu for a single period of overtime is one day

leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits

Staff are paid for the balance of any entitlement not taken as leave in lieu.

- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:

conferences of professional bodies

lectures conducted by educational institutions

self-nominated training activities.

- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:

30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and

a similar time allowance for each additional 4 hours of overtime worked.

To qualify for the above allowance staff must continue to work after their allowed break.

Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.

- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.

- (l) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:

any risk to the staff member's health and safety;

the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

5.4.2 Call-outs

- (a) Staff recalled to work overtime:

having ceased normal duty (whether notified before or after leaving the premises)

are paid for a minimum of four hours work at the appropriate rate for each time they are recalled

will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.

This sub-clause does not apply where:

it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours

the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- (b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

- (c)

- (i) Despite 5.4.2(b), where a staff member:

is called out on two or more occasions, and

each recall is less than three hours duration, and

the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.

- (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

- (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.

- (iv) Should RMS not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.

- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
 - for the purpose of changing shift rosters
 - where a shift worker does not report for duty
 - where the shift worked by arrangement between staff.

5.5 Higher duties relief

- (a) When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
 - be paid the next higher rate of pay for the position
 - be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- (c) Periods of relief of less than 5 working days shall not be counted in the above.
- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- (e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- (f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

5.6 Salary and grade appeals

- (a) Staff may apply to RMS, through their Branch/Section Manager, for an:
 - increase in salary in excess of the rate of salary provided in this Award
 - alteration in the grade to which the staff member is appointed.
- (b) Staff may appeal to RMS if they:
 - are dissatisfied with a decision of RMS
 - in respect of the staff member's salary or grade
 - in respect of any other matter under Part 7 of the Industrial Relations Act 1996 (NSW)

do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

- (c) RMS will hear the appeal and allow the staff member to either:
- attend the appeal and present the case, or
 - arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award.

breakfast

when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.

an evening meal

when RMS requires them to travel before 6.30pm and return is after 6.30 pm.

lunch

when, due to the journey, travel commences before 1 pm and return is after 2 pm

- (b) The allowances will not be paid to staff unless:

travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.

other staff travel at least 25 km from their headquarters.

- (c) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when:

on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters

a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.

- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
- there is no RMS vehicle, or public or other transport available and
- the use of the private motor vehicle is essential for the economic performance of the staff member's duties
- the use is authorised in advance.
- (c) Staff will be paid the:
- RMS business rate
- for use of a private vehicle on RMS business
- Specified journey rate
- for use of private vehicle for transport to a temporary work location
- for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
- elect to arrange and pay for the accommodation direct to the accommodation provider and;
- Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award, or
- elect to pay actual and reasonable expenses, or
- elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation

- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:

at their own request within two years of starting duty at their previous headquarters

to a new headquarters within 34 km of their previous headquarters

due to official misconduct

at their own request because of ill health or other hardship.

- (c) The reimbursement of actual and necessary relocation costs will include:

travel and temporary accommodation on relocation

temporary accommodation at the new headquarters

removal or storage of furniture and effects

conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location

rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)

Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

- (a) Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:

to and/or from somewhere other than their normal headquarters

outside normal working hours.

- (b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.

- (c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:

the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than ¼ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

has increased salary

is for disciplinary reasons

is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- (d) Staff are entitled to claim waiting time as follows:

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

work is performed on the day of departure

waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

- (a) This section covers the following gazetted 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

Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

- (b) If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

6.1.1 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

proclaimed (gazetted)

locally agreed.

- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.

- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of RMS.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, RMS may direct staff to take leave for which they are eligible, provided that:

RMS gives the staff member at least four weeks' notice of the starting date of the leave.

as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
- (b) Staff who have completed 10 years service recognised by RMS, are entitled to long service leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with RMS, or as recognised in accordance with paragraphs g) and h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of

accrual of long service leave for staff employed on a full-time or part-time basis with RMS.

- (h) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with Schedule 3A of the *Public Sector Employment and Management Act, 2002*.
- (i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:

any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.

any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.

- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:

military service (e.g. Army, Navy or Air Force);

major interruptions to public transport;

periods of leave accepted as workers compensation.

- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:

at a time convenient to RMS;

for a minimum period of one hour;

at full pay, half pay or double pay.

- (b) If staff take leave at double pay:

the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;

the additional payment is made to staff as a taxed, non-superable allowance;

all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (c) If staff take leave at half pay:

the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - the past 12 months, or
 - the past 5 years
 - whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave.

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public Holidays while on long service leave.

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - by RMS for any reason other than serious and intentional misconduct; or
 - by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by Schedule 3A of the Public Sector management Act 2002 (NSW) are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

6.4.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - that they are unable to attend work,
 - the nature of their illness or incapacity; and
 - the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.

- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.

The type of leave granted to the staff member will be determined by RMS based on the medical advice received.

If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in clause 6.4.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedure - Fitness to Continue Assessment or equivalent.

6.4.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
- have at least ten years' service recognised by RMS
 - have been or will be absent for more than three months, and
 - have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
- one calendar month additional special sick leave for each ten years of service; and
 - an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:
- up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth
- (c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- fourteen weeks at full pay or
 - 28 weeks at half pay or
 - a combination of the two options above

- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - at the rate they were paid before commencing the initial leave if they have not returned to work;
 - or
 - at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (g) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:
 - short adoption leave, being three weeks on leave without pay
 - extended adoption leave:
 - up to 12 months on leave without pay
 - including any short or paid adoption leave
- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
 - fourteen weeks or;
 - 28 weeks at half pay or;
 - a combination of the two options above
- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.

- (g) Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (j) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
 - one week at full ordinary pay; or
 - two weeks at half ordinary paythe remainder of the requested leave being unpaid leave.
- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).
- (d) Parental leave approved by RMS may be taken as:
 - short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
 - extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
 - full-time for a period not exceeding 12 months or;
 - part-time over a period not exceeding two years or;
 - partly full-time and partly part-time over a proportionate period of up to two years.

6.7A Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
- Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with paragraph (a).

6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
- to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
- to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and RMS decision in writing.
- The employee's request and RMS's decision made under paragraph (a) must be recorded in writing.
- (d) Request to return to work part-time
- Where an employee wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

6.8 Study leave

- (a) Staff are entitled to paid study leave if they are studying a course which:
- is appropriate to their present classification, or
- provides progression or reclassification opportunities relevant to RMS.

- (b) Study leave will be granted on the following basis:

face-to-face students:

half an hour for every hour of lectures, up to a maximum of four hours per week, or

20 days per academic year, whichever is the lesser

correspondence students:

half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

military forces:

14 calendar days annual training

14 calendar days instruction school, class or course

naval forces:

13 calendar days annual training

13 calendar days instruction school, class or course

air force:

16 calendar days annual training

16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

- (a) Staff will be granted special leave for jury service.

- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions

trade union activities/training

ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

the employees own graduation ceremonies

returning officer

local government - holding official office

superannuation seminars

naturalisation

bone marrow donors

exchange awards - Rotary or Lions

professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

- (a) Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause (b). RMS may also grant leave for the purposes as outlined in subclause (c). Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.
- (b) Such unplanned and emergency situations may include, but not be limited to, the following;
- Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 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;
- 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;
- Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

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;

- (c) Family and Community Service Leave may also be granted for;

An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

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.

- (d) Family and community service leave shall accrue as follows:

2½ days (19 hours) in the staff member's first year of service;

2 ½ days (19 hours) in the staff member's second year of service; and

One day (7.6 hours) per year thereafter.

- (e) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

- (f) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

- (g) For the purposes of this subclause, 'family' means a staff member's:

spouse;

de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;

sibling (including the sibling of a spouse or defacto spouse);

same sex partner who they live with as a defacto partner on a bona fide domestic basis; or

relative 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 another; and

'household' means a family group living in the same domestic dwelling.

- (h) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.

- (i) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- Accrued recreation leave
 - Leave without pay
 - Time off in lieu of payment for overtime
 - Make up time.
- (j) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (k) A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

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

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
- relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.

- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations and Policy Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the Work Health and Safety Act 2011 and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - 1. Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - 2. To allow RMS a reasonable amount of time to respond.
 - 3. RMS has a duty to address the issue identified, and
 - 4. Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and staff acknowledge that the creation of an industrial dispute over a work health and safety matter that is not legitimate is a breach under of Section 268 of the *Work Health and Safety Act 2011* (NSW).

7.3 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award, which by its terms or operation, has a direct or indirect discriminatory effect.
- (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 effect:
 - 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.

NOTES

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

"Nothing in 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."

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

7.4 No Extra Claims

The parties agree that during the term of this Award there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the staff covered by this Award, and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those staff will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

7.5 Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award.

This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates by the Roads and Maritime Services Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

This Award will remain in force for a period of one (1) year from 1 July 2012 until 30 June 2013 and rescinds and replaces the Crown Employees (Roads and Maritime Services -Traffic Signals Staff) Award published 10 August 2012 (373 I.G. 1683).

PART B**MONETARY RATES****Table 1 - Salary Increases**

Classification		Rates inclusive of 2.5% \$
Grade 4	Year 1	59,522
	Year 2	61,857
	Year 3	64,288
Grade 5	Year 1	66,499
	Year 2	68,643
	Year 3	69,885
Grade 6	Year 1	71,419
	Year 2	73,585
	Year 3	75,995
Grade 8	Year 1	85,311
	Year 2	88,773
	Year 3	91,546

Table 2**Allowances and Expenses**

Clause No.	Description	\$
5.7.1	Meal on journeys that do not require overnight accommodation	
(a) & (c)	Meal allowance	29.00
5.7.2	Meals on overtime	
	Meal allowance	29.00
5.7.5	Lodging and travelling allowances	
(a)	Breakfast	21.15
	Lunch	24.20
	Evening meal	41.65
	Incidentals	17.30

Note: Allowances in this table are subject to change in accordance with CPI increases as advised from time to time by the Department of Premier and Cabinet.

APPENDIX A

Workplace Reform

A1 Parties to the award

The parties bound by the Award are the:

Roads and Maritime Services Division of the Government of New South Wales; and Electrical Trades Union of Australia, New South Wales Branch.

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RMS's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RMS management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of RMS's workplace reform agenda items.

Project teams will be under the managerial control of an RMS Project Manager and will include both RMS and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of RMS's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RMS staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for RMS's business principles and practices to ensure the most efficient utilisation of resources, by adopting RMS's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

RMS, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards

ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

(a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:

developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS

evaluated and monitored by the SBU.

(b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all Staff

provide opportunities for all Staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

(a) Work Health and Safety

RMS is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all Staff; and

management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the *Work Health and Safety Act 2011* and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

(b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for an harassment free workplace as set out in the *Human Resources Manual*.

A9 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, RMS will:

abide by the provisions of the *Industrial Relations Management Guidelines*, December 1999, as developed by the NSW Government's *Construction Policy Steering Committee*.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A.8 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A10 Agreed procedures for market testing and contracting out

Where work is presently carried out by RMS staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between RMS and the ETU before initiating any change to operations presently carried out by RMS staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A11 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

Work Health and Safety issues;

quality of working life;

recognition of family responsibilities;

shift work patterns;

adequate remuneration for Staff who undertake shift work;

rostering arrangements; and

programmed overtime.

A12 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A13 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A14 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B**IMPLEMENTATION****B1 Rescinding of previous awards**

This award rescinds and replaces the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award.

B2 Duration of the award and operative dates for future salary increases

- (a) The award remains in force for one year from 1 July 2012.
- (b) Staff covered by this Award will receive a 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2012.
- (c) The increase in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

APPENDIX C**GRIEVANCE RESOLUTION****C1 Policy**

Purpose and intended outcomes

To make RMS staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

- staff work in a collaborative and cooperative way;
- workplace grievances are resolved in a timely manner; and
- RMS maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RMS staff are to:

- treat others in a professional, courteous, respectful and fair way;
- communicate with each other and management in an open and honest manner;
- raise their workplace grievances at an early stage and aim to resolve them at the local level;
- actively participate in the resolution of workplace grievances;
- treat grievance matters in a private, confidential, and timely manner;
- respect the right of others to raise grievances; and

not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

permanent staff;
temporary staff;
casual staff; and
skill hire and professional services contractors.

Scope

This policy may be used by:

staff to address workplace grievances with other staff; and
managers to resolve workplace grievances between staff.

This policy does not cover:

WHS and workers compensation matters;
poor performance issues;
harassment, discrimination or workplace bullying matters;
fraud and corruption, maladministration or serious and substantial waste of resources; or
matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. RMS has other processes for managing these issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

C2 Definitions and Key Terms

Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

allocation of work or development opportunities;
workplace communication difficulties, or interpersonal dispute; and
changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs).

The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.

Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RMS policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the WHS Hotline or the Ethics Hotline.

The GCO will not:

take sides;

make judgements; or

act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on RMS Phone Guide and in every issue of Human Resources Notices.

C3 Background

Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RMS files. RMS Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RMS corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;
- lacking in substance; and/or
- frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of RMS's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

Protection

Any staff member who is involved in a grievance in accordance with RMS grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

- do not intentionally make a vexatious, malicious or substantially frivolous complaint;
- raise the grievance in accordance with these established procedures and confidentiality is maintained; and
- do not publish or make information available to persons who have no legitimate interest in receiving it.

Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages RMS Mediator Panel.

Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

C4 Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with RMS Code of Conduct and Ethics. Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention. Participate in grievance resolution and maintain confidentiality in the process as and when required. Not participate in the harassment or victimisation of any party involved in a grievance. Not lodge vexatious, frivolous or malicious grievances.</p>
Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in RMS Code of Conduct and Ethics. Be familiar with and actively promote and support RMS Grievance Resolution Policy, procedures and strategies. Monitor the workplace for early identification and resolution of grievances. Chair grievance related meetings and make grievance related decisions based on fact. Ensure confidentiality in the process except where there is a serious breach of an RMS policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person. Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties. Assist the Grievant or Respondent to identify the options available to address the grievance. Direct the Grievant or Respondent to appropriate RMS policies, procedures or services (e.g. Ethics Hotline or EAP) Refer the Grievant to an appropriate staff member responsible for handling grievances.</p>

Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.
Notify GNC of any changes to their contact details and work location.

Grievance Network Coordinator

Recruit, select, train and supervise GCOs in their role as a GCO.
Coordinate the grievance resolution network and case management system.
Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RMS policy, legislation and industrial instruments.
Provide grievance resolution advice to line management.
Manage and report on administrative and contract matters associated with grievance resolution.
Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.
Manage and coordinate RMS panel of mediators.

C5 Evaluation

This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.

C6 Breaches

RMS may take disciplinary action (including the termination of services) against any staff member who breaches this policy and RMS Code of Conduct and Ethics.

C7 Additional Information

Legislation

Anti-Discrimination Act 1977 (NSW)

Work Health and Safety Act 2011 (NSW)

Industrial Relations Act 1996 (NSW)

Privacy and Personal Information Protection Act 1998 (NSW)

Reference documents

Human Resources Manual, Grievance Resolution Procedure

Human Resources Manual, Code of Conduct and Ethics

Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy

Human Resources Manual, Employee Assistance Program Policy

Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy

Corporate Policy Statement 26, Employees' Personal Records Policy

C8 Grievance Resolution Procedures

- (a) Any manager, supervisor or Grievance Officer consulted by a grievant should:
listen and be sympathetic to any distress exhibited by the grievant

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance

clarify the facts of the grievance

ensure the confidentiality and protection of all parties involved

wherever possible, take into account the grievant's wishes regarding the process of resolution

ensure the right of the respondent to be heard before any decision is made

if resolution is not possible, conclude the grievance by advising the grievant of the:

reasons

right of appeal

external options.

(b) In addition, if you are:

acting as a Grievance Officer:

offer counsel and advice

refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than RMS having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RMS business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.

- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
- track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and calibre of the key people involved in delivery of the work.
- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resources and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with RMS's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support or employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.

- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance or the work area on behalf of RMS.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
 - the identification of decision alternatives
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.
- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within RMS. RMS may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or RMS no longer performs work of that type.

Consultative Process

- Step 1
 - (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
 - (b) Agreement to proposals sought from Director
 - (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Unions New South Wales.
 - (d) Relevant unions advised by Director Corporate and input sought. (Two weeks to respond from date of advice).
 - (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
 - (a) Board advised of nominated projects by relevant Director.
 - (b) Nominations considered by Board and which project should proceed to market testing determined.
 - (c) Relevant unions, SBU and Unions New South Wales advised of project approvals by Director Corporate.

- Step 3
- (a) Project initiated by local management.
 - (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
 - (c) In-house bid team advised of targeted savings / areas for improvement.
 - (d) Evaluation committee appointed by relevant Director.
 - (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
 - (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
 - (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
 - (h) Relevant probity processes established by local management.
 - (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
 - (j) Expressions of interest evaluated and short list prepared.
 - (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (l) RFP/tender documents modified where appropriate by market testing team.
 - (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (n) Evaluation model modified where appropriate by market testing team.
 - (o) RFP/tender documents issued.
- Step 4
- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
 - (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.
- Step 5
- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
 - (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6
- (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
 - (b) Staff advised and in-house bid team debriefed by local management.

APPENDIX E**GLOSSARY OF TERMS**

Traffic Signals Group

(a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

(b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with

complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinate the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and

- (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED
EMPLOYEES, BRADFIELD COLLEGE AND TEACHERS IN TAFE
CHILDREN'S CENTRES) SALARIES AND CONDITIONS AWARD
2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 130 of 2012)

Before The Honourable Mr Justice Staff

22 August 2012

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Teachers in TAFE and Related Employees, Bradfield College and Teachers in TAFE Children's Centres) Salaries and Conditions Award 2009 published 27 November 2009 (369 I.G. 750) as varied, be rescinded on and from 22 August 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' (STATE) AWARD

CORRECTION

A. The Variation of 16 August 2011, Serial C7965, published 31 August 2012 (374 I.G. 600), is corrected as follows:

1. For instruction 1, in Table 1 Salaries, on page 607, under the Classification "CFPU Chef", "Level 3", delete the figure ",005.40" and substitute "1,005.40".

G. M. GRIMSON *Industrial Registrar.*

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(1420)

SERIAL C7992**INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 755 of 2012)

Before The Honourable Justice Backman

12 July 2012

VARIATION

1. In subclause (5) of clause 5, ICAC Officer Classification and Salary Structure of the award published 28 August 2009 (368 I.G. 1594) insert the words "and a further 2.5% increase from the first full pay period on or after 1 July 2012" after the words "in July 2011".
2. Delete the table from SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES and insert in lieu thereof the following:

ICAC GRADE		FFPP 1.7.10 Per annum \$	FFPP 1.7.11 Per annum \$	FFPP 1.7.12 Per annum \$
1A	1st year	44,738	45,857	47,003
	2nd year	45,721	46,865	48,037
	3rd year	47,298	48,480	49,692
	4th year	48,484	49,696	50,938
	5th year	49,665	50,907	52,180
1B	1st year	50,455	51,716	53,009
	2nd year	51,829	53,125	54,453
	3rd year	53,406	54,741	56,110
	4th year	54,788	56,157	57,561
	5th year	56,170	57,573	59,012
1C	1st year	55,970	57,369	58,803
	2nd year	57,348	58,782	60,252
	3rd year	58,927	60,399	61,909
	4th year	60,305	61,812	63,357
	5th year	62,275	63,831	65,427
2	1st year	63,459	65,047	66,673
	2nd year	64,839	66,461	68,123
	3rd year	66,612	68,277	69,984
	4th year	68,779	70,498	72,260
	5th year	70,359	72,118	73,921
3	1st year	72,328	74,136	75,989
	2nd year	74,297	76,155	78,059
	3rd year	75,875	77,772	79,716
	4th year	78,240	80,195	82,200
	5th year	80,212	82,216	84,271

4	1st year	81,985	84,034	86,135
	2nd year	83,956	86,055	88,206
	3rd year	86,520	88,684	90,901
	4th year	88,881	91,104	93,382
	5th year	91,251	93,533	95,871
5	1st year	93,017	95,343	97,727
	2nd year	95,186	97,566	100,005
	3rd year	97,948	100,396	102,906
	4th year	101,101	103,628	106,219
	5th year	103,467	106,053	108,704
6	1st year	104,058	106,658	109,324
	2nd year	107,209	109,888	112,635
	3rd year	109,381	112,116	114,919
	4th year	112,138	114,941	117,815
	5th year	115,688	118,580	121,545
7	1st year	114,111	116,964	119,888
	2nd year	115,881	118,779	121,748
	3rd year	117,853	120,799	123,819
	4th year	119,627	122,618	125,683
	5th year	124,159	127,263	130,445
8	1st year	121,599	124,639	127,755
	2nd year	124,947	128,071	131,273
	3rd year	128,102	131,304	134,587
	4th year	131,255	134,535	137,898
	5th year	134,601	137,966	141,415

3. Delete the table, (1), Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance from SCHEDULE 2 - ALLOWANCE RATES and insert in lieu thereof the following:

- (1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FPP 1.7.10 \$	FPP 1.7.11 \$	FPP 1.7.12 \$
Associate's Allowance subclause 28(2)			
- Total allowance payable in 12 month financial period not to exceed	5,358 pa	5492 pa	5,629 pa
- 50% allowance payable to approved staff members on basis of training and availability	2,679 pa	2746 pa	2,815 pa
- Daily Rate	66.97 pd	68.65 pd	70 pd
Community Language Allowance Scheme subclause 28(3)	1,165 pa	1194 pa	1,224 pa
Alarm Allowance		3741 pa	3835 pa
First Aid Allowance (Senior)		1155 pa	1184 pa
First Aid Officer Allowance subclause 28(4)	749 pa	769 pa	788 pa

4. This variation shall take effect from the first full pay period commencing on or after 1 July 2012.

A. F. BACKMAN J

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 219 of 2012)

Before The Honourable Mr Justice Staff

8 August 2012

REVIEWED AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWH)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Long Service Leave (Extended Leave)
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Investigators, Surveillance Officers and Technical Services Officers
30.	Secure Employment Test Case WHS Obligations
31.	Grievance and Dispute Resolution
32.	Variations to Award and No Further Claims
33.	Anti-Discrimination
34.	Salary Packaging
35.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates

Schedule 2 - Allowance Rates

Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Commissioner - the Commissioner of the ICAC

3. Aims of the Award

The Commission is a statutory body set up under the Independent Commission Against Corruption Act 1988 to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively
- preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.⁵ ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer salary rates appear in Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)

- (4) The CCG will examine the ICAC Officer classification system in order to consider the benefits of reducing the number of grades and salary points, improve opportunities for progression to positions at higher grades through the introduction of "soft barriers" or other measures, and other changes suggested by the Executive or staff.
- (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of four percent (4%) with effect from the beginning of the first full pay period to commence on or after 1 July 2008, and a further four percent (4%) increase with effect from the beginning of the first full pay period to commence on or after 1 July 2009, and a further 4% from the beginning of the first full pay period commencing on or after 1 July 2010 and a further 2.5% backdated to the first full pay period in July 2011 and a further 2.5% increase from the first full pay period on or after 1 July 2012.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the Independent Commission Against Corruption Act 1988.
- (2) Members of staff of the Commission are appointed by the Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Commissioner and are subject to the control and direction of the Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Commissioner directs. The probationary period applies to permanent employees and non permanent employees who are employed for periods of greater than six months.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of Independent Commission Against Corruption Act 1988, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.
- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive employer. Where a recruit decides to do this, the Commission requires a minimum period of employment of two years. Further extensions of no less than one year, provided performance and conduct are satisfactory, will be considered. Staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.

- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for two years on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Commissioner. If it is decided they should apply, this Award will be varied in accordance with the Industrial Relations Act 1996.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where

they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.

- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (Fwh)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.

- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 8 weeks recreation leave (over 40 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.
- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than $\frac{1}{4}$ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 40 working days/280 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 40 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.

- (2) Easter Thursday: The Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Long Service Leave (Extended Leave)

- (1) The ICAC long service leave entitlements are:
- (a) Long Service Leave (LSL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. LSL may be taken at half pay.
 - (b) LSL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) LSL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) LSL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's LSL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) LSL on Double Pay - A staff member with an entitlement to LSL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the First State Superannuation Act 1992 and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the Police Regulation (Superannuation) Act 1906, the State Authorities Non-Contributory Superannuation Act 1987, the State Authorities Superannuation Act 1987 and the Superannuation Act 1916.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, eg recreation leave, sick leave and LSL will accrue at the single time rate where a staff member takes LSL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take LSL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of LSL will be paid and not debited from a staff member's LSL entitlement. In respect of public holidays that fall during a period of double pay LSL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for LSL purposes - The following service with public sector agencies may count for LSL purposes, depending on the agency:
- (a) permanent and temporary work periods of employment with the ICAC under the Independent Commission Against Corruption Act 1988.
 - (b) continuous service with agencies under the Public Sector Employment and Management Act 2002 and as defined by the Department of Finance and Services, NSW Industrial Relations Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for LSL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carers leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,

- (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
- (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
- (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
- (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carers leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

20. Parental Leave

- (1) Parental leave includes maternity, adoption and "other parent" leave.
- (2) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (3) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- (b) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Commissioner's decision to be in writing
- The staff member's request under paragraph (9)(a) and the Commissioner's decision made under paragraph (9)(b) must be recorded in writing.

- (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Commissioner agrees.
 - (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
- (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (17) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.

- (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (19) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.
- (20) Communication during parental leave
- (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
- (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
- (b) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (c) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the Banks and Banks Holidays Act 1912 apply and provide for the following public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The August Bank Holiday is replaced by the Public Service Holiday, to be taken on a day determined by the Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
- (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
- (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.

- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special leave is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Commissioner,
 - (d) other instances determined by the Commissioner.

24. Study. Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc, where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.

- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Surveillance Operatives, who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday

- 150% (time and a half) for the first 2 hours and
200% every hour thereafter.
- (b) Sunday
200% (double time)
- (c) Public Holidays
- (i) Monday to Friday:
250% (double time and a half - includes normal salary rate) during bandwidth
250% (double time and a half) after bandwidth
- (ii) Saturday and Sunday:
250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
- (a) Breakfast, when required to start work at or before 6 am
- (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
- (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Financial Investigators, Senior Investigators, Special Investigators (Financial and also Technical), Technical Operative, Surveillance Operatives and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
- (a) Investigators/Financial Investigators/Surveillance Operatives 9.1%
- (b) Senior Investigators/Special Financial/Technical Investigators/Surveillance Team Leader 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.

- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
- (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

(1) Annual Leave Loading (ALL)

- (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
- (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

(2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

(3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.
- (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Surveillance Officers and Surveillance Team Leader in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

- (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

- (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
 - (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Surveillance Operatives are exempt from this rule and would have their own policy.
 - (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
 - (e) For travel involving no overnight stay no meal allowance will be paid. Surveillance Operatives are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
 - (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.
- (7) Motor Car allowances
- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
 - (b) Where other transport is available but staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Investigators, Surveillance Officers and Technical Services Officers

- (1) An investigator, financial investigator, senior investigator, special investigator (financial), education, training and project officer, special investigator (technical), surveillance operative, the surveillance team leader and the technical operative employed by the ICAC at the time of making this award shall retain all entitlements under the award.
- (2) The parties agree to consider the role and work of investigators, financial investigators, senior investigators, special investigators (financial) special investigator (technical), surveillance operatives, the surveillance team leader and technical operatives and the manner of their remuneration.

30. Secure Employment Test Case - Whs Obligations

- (1) For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
- (a) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- (4) Disputes regarding the application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedures of this Award.

- (5) This clause has no application in respect to organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations.

31. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- (6) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. Variations to Award and No Further Claims

- (1) This Award may be varied as provided for in the Award and the provisions of the Industrial Relations Act 1996.
- (2) There will be no further claims in relation to the issues covered by the Award during its operation. Subject to the Industrial Relations Act 1996 there shall be no industrial action relating to issues covered by this Award during its operation.

33. Anti-Discrimination

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

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

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

34. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Independent Commission Against Corruption Award published 28 August 2009 (361 I.G. 782), as varied.
- (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 I.G. 359) take effect on and from 8 August 2012.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

ICAC GRADE		FFPP 1.7.10 Per annum \$	FFPP 1.7.11 Per annum \$	FFPP 1.7.12 Per annum \$
1A	1st year	44,738	45,857	47,003
	2nd year	45,721	46,865	48,037
	3rd year	47,298	48,480	49,692
	4th year	48,484	49,696	50,938
	5th year	49,665	50,907	52,180
1B	1st year	50,455	51,716	53,009
	2nd year	51,829	53,125	54,453
	3rd year	53,406	54,741	56,110
	4th year	54,788	56,157	57,561
	5th year	56,170	57,573	59,012
1C	1st year	55,970	57,369	58,803
	2nd year	57,348	58,782	60,252
	3rd year	58,927	60,399	61,909
	4th year	60,305	61,812	63,357
	5th year	62,275	63,831	65,427
2	1st year	63,459	65,047	66,673
	2nd year	64,839	66,461	68,123
	3rd year	66,612	68,277	69,984
	4th year	68,779	70,498	72,260
	5th year	70,359	72,118	73,921

3	1st year	72,328	74,136	75,989
	2nd year	74,297	76,155	78,059
	3rd year	75,875	77,772	79,716
	4th year	78,240	80,195	82,200
	5th year	80,212	82,216	84,271
4	1st year	81,985	84,034	86,135
	2nd year	83,956	86,055	88,206
	3rd year	86,520	88,684	90,901
	4th year	88,881	91,104	93,382
	5th year	91,251	93,533	95,871
5	1st year	93,017	95,343	97,727
	2nd year	95,186	97,566	100,005
	3rd year	97,948	100,396	102,906
	4th year	101,101	103,628	106,219
	5th year	103,467	106,053	108,704
6	1st year	104,058	106,658	109,324
	2nd year	107,209	109,888	112,635
	3rd year	109,381	112,116	114,919
	4th year	112,138	114,941	117,815
	5th year	115,688	118,580	121,545
7	1st year	114,111	116,964	119,888
	2nd year	115,881	118,779	121,748
	3rd year	117,853	120,799	123,819
	4th year	119,627	122,618	125,683
	5th year	124,159	127,263	130,445
8	1st year	121,599	124,639	127,755
	2nd year	124,947	128,071	131,273
	3rd year	128,102	131,304	134,587
	4th year	131,255	134,535	137,898
	5th year	134,601	137,966	141,415

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FPP 1.7.10 \$	FPP 1.7.11 \$	FPP 1.7.12 \$
Associate's Allowance subclause 28(2)			
- Total allowance payable in 12 month financial period not to exceed	5,358 pa	5492 pa	5,629 pa
- 50% allowance payable to approved staff members on basis of training and availability	2,679 pa	2746 pa	2,815 pa
- Daily Rate	66.97 pd	68.65 pd	70 pd
Community Language Allowance Scheme subclause 28(3)	1,165 pa	1194 pa	1,224 pa
Alarm Allowance		3741 pa	3835 pa
First Aid Allowance (Senior)		1155 pa	1184 pa
First Aid Officer Allowance subclause 28(4)	749 pa	769 pa	788 pa

(2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 28(6)

(a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 28(7)

(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates. Engine capacity:

2601 cc and over	75 cpk
1601 to 2600 cc	74 cpk
1600 cc or less	63 cpk

(b) Specified journey rate will be 40% of official business rate. Engine capacity:

2601 cc and over	30 cpk
1601 to 2600 cc	29.6 cpk
1600 cc or less	25.2 cpk

(5) Casual Employees: Persons employed on a casual basis will receive:

(a) Loadings of

- (i) 15% for Mondays to Fridays
- (ii) 50% for Saturdays
- (iii) 75% for Sundays
- (iv) 150% for Public Holidays

(b) An additional payment of 1/12th in lieu of annual leave

(c) Minimum period of engagement of 3 hours

(d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime

(e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

(1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

- (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

(2) Personal Carers entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(3) A family member for the purposes of (2) (a) above is:

- (a) a spouse of the staff member; or
- (b) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of defacto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(4) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

C.G. STAFF J

(4059)

SERIAL C7984

LIVESTOCK HEALTH AND PEST AUTHORITIES SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 759 of 2012)

Before The Honourable Justice Boland, President

16 July 2012

VARIATION

1. Delete Part B Monetary Rates of the award published 10 August 2012 (373 I.G. 1929) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

- (1) District Veterinarians

Award classification	Salary as at 1 July 2007 inclusive of 4% increase \$	Salary as at 1 July 2008 inclusive of 4% increase \$	Salary as at 1 July 2009 inclusive of 4% increase \$	Salary as at 1 July 2010 inclusive of 4% increase \$	Salary as at 1 July 2011 Inclusive of 2.5% increase \$	Salary as at 1 July 2012 Inclusive of 2.5% increase \$
Grade 1						
Grade 1 - 1 st Year	56,465	58,724	61,073	63,515	65,102.88	66,730
Grade 1 - 2 nd Year	56,873	59,148	61,514	63,974	65,573.35	67,213
Barrier						
Grade 2						
Grade 2 - 1 st Year	59,725	62,114	64,599	67,183	68,862.58	70,584
Grade 2 - 2 nd Year	62,036	64,517	67,098	69,782	71,526.55	73,315
Grade 2 - 3 rd Year	65,751	68,381	71,116	73,961	75,810.03	77,705
Barrier						
Grade 3						
Grade 3 - 1 st Year	69,781	72,572	75,475	78,494	80,456.35	82,468
Grade 3 - 2 nd Year	73,442	76,380	79,435	82,612	84,677.30	86,794
Grade 3 - 3 rd Year	79,342	82,516	85,816	89,249	91,480.23	93,767
Barrier						
Grade 4						

Grade 4 - 1st Year	83,906	87,262	90,753	94,383	96,742.58	99,161
Grade 4 - 2nd Year	86,419	89,876	93,471	97,210	99,640.25	102,131
Grade 4 - 3rd Year	88,962	92,520	96,221	100,070	102,571.75	105,136

1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.

1.2 No further increases to apply to this allowance.

1A. Senior Veterinary Officer

Classification	Salary as at 11 February 2009	Salary as at 1 July 2009 inclusive of 4% increase	Salary as at 1 July 2010 inclusive of 4% increase	Salary as at 1 July 2011 inclusive of 2.5% increase	Salary as at 1 July 2012 inclusive of 2.5% increase
	\$	\$	\$	\$	\$
Senior Veterinary Officer	101,500	105,560	109,782	112,526.55	115,340

(2) General Managers

Classification	Salary as at 1 December 2008	Salary as at 1 July 2009 inclusive of 4% increase	Salary as at 1 July 2010 inclusive of 4% increase	Salary as at 1 July 2011 inclusive of 2.5% increase	Salary as at 1 July 2012 inclusive of 2.5% increase
	\$	\$	\$	\$	\$
General Manager (other than a General Manager employed in the Western Division)	105,000	109,200	113,568	116,407.20	119,317
General Manager (employed in the Western Division)	68,000	70,720	73,549	75,387.73	77,272

(3) Customer Service Officers

Award classification	Salary as at 1 July 2007 inclusive of 4% increase	Salary as at 1 July 2008 inclusive of 4% increase	Salary as at 1 July 2009 inclusive of 4% increase	Salary as at 1 July 2010 inclusive of 4% increase	Salary as at 1 July 2011 inclusive of 2.5% increase	Salary as at 1 July 2012 inclusive of 2.5% increase
Customer Service Officer (CSO)	\$	\$	\$	\$	\$	\$
CSO Grade 1 1st year	34,510	35,890	37,326	38,819	39,789.48	40,784
CSO Grade 2 1st year	35,106	36,510	37,971	39,489	40,476.23	41,488
CSO Grade 2 2nd year	35,681	37,108	38,593	40,136	41,139.40	42,168
CSO Grade 3 1st year	36,266	37,717	39,225	40,794	41,813.85	42,859
CSO Grade 3 2nd year	37,435	38,932	40,490	42,109	43,161.73	44,241

Barrier						
CSO Grade 4 1st year	38,606	40,150	41,756	43,426	44,511.65	45,624
CSO Grade 4 2nd year	39,775	41,366	43,021	44,741	45,859.53	47,006
Barrier						
Award classification Senior Customer Service Officer (SCSO)	Salary as at 1 July 2007 inclusive of 4% increase \$	Salary as at 1 July 2008 inclusive of 4% increase \$	Salary as at 1 July 2009 inclusive of 4% increase \$	Salary as at 1 July 2010 inclusive of 4% increase \$	Salary as at 1 July 2011 inclusive of 2.5% increase \$	Salary as at 1 July 2012 inclusive of 2.5% increase \$
SCSO Level 1	40,945	42,583	44,286	46,058	47,209.45	48,390
SCSO Level 2	42,699	44,407	46,183	48,031	49,231.78	50,463

- (4) Office Coordinator - Applicable to Office Coordinators appointed in relation to the creation of Livestock Health and Pest Authorities on 1 January 2009.

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 inclusive of 4% increase \$	Salary as at 1 July 2010 inclusive of 4% increase \$	Salary as 1 July 2011 inclusive of 2.5% increase \$	Salary as 1 July 2012 inclusive of 2.5% increase \$
Office Coordinator	55,000	57,200	59,488	60,975.20	62,500

- (5) Rangers

Award classification Ranger	Salary as at 1 July 2007 inclusive of 4% increase \$	Salary as at 1 July 2008 inclusive of 4% increase \$	Salary as at 1 July 2009 inclusive of 4% increase \$	Salary as at 1 July 2010 inclusive of 4% increase \$	Salary as at 1 July 2011 inclusive of 2.5% increase \$	Salary as at 1 July 2012 inclusive of 2.5% increase \$
Ranger Grade 1						
Ranger Grade 1 1st year	40,822	42,455	44,153	45,919	47,066.98	48,244
Ranger Grade 2						
1st year	42,228	43,917	45,674	47,501	48,688.53	49,906
Level 2 (refer to clause 5.5.3(iii))	42,812	44,524	46,305	48,158	49,361.95	50,596
2nd year	43,806	45,558	47,381	49,276	50,507.90	51,771
Level 2 (refer to clause 5.5.3(iv))	44,391	46,167	48,013	49,934	51,182.35	52,462
3rd year	45,488	47,308	49,200	51,168	52,447.20	53,758
Level 2 (refer to clause 5.5.3(v))	46,072	47,915	49,831	51,825	53,120.63	54,449

Barrier						
Grade 3 Level 1	47,029	48,910	50,867	52,901	54,223.53	55,579
Barrier						
Level 2	48,784	50,735	52,765	54,875	56,246.88	57,653
Grade 4 Level 1	49,215	51,184	53,231	55,360	56,744.00	58,163
Barrier						
Level 2	52,139	54,225	56,394	58,649	60,115.23	61,618
Grade 5 Managing Ranger						
Level 1	54,085 inclusive of supervision allowance	56,248 inclusive of supervision allowance	58,498 inclusive of supervision allowance	60,838 inclusive of supervision allowance	62,358.95	63,918
Barrier						
Level 2	57,010 inclusive of supervision allowance	59,290 inclusive of supervision allowance	61,662 inclusive of supervision allowance	64,128 inclusive of supervision allowance	65,731.20	67,374

- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Diploma that, in the opinion of State Council, is relevant, OR
- 5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5 and Senior Rangers, on attaining a Degree that, in the opinion of State Council, is relevant.
- 5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.
- 5A. Senior Rangers

Classification	Salary as at 11 February 2009 \$	Salary as at 1 July 2009 inclusive of 4% increase \$	Salary as at 1 July 2010 inclusive of 4% increase \$	Salary as at 1 July 2011 inclusive of 2.5% increase \$	Salary as at 1 July 2012 inclusive of 2.5% increase \$
Senior Ranger (other than a Senior Ranger employed in the Western Division)	70,000	72,800	75,712	77,604.80	79,545
Senior Ranger (employed in the Western Division)	57,000	59,280	61,651	63,192.28	64,772

(6) Field Assistants

Award classification Field Assistants	Salary as at 1 July 2007 includes 4% increase \$	Salary as at 1 July 2008 includes 4% increase \$	Salary as at 1 July 2009 includes 4% increase \$	Salary as at 1 July 2010 includes 4% increase \$	Salary as at 1 July 2011 inclusive of 2.5% increase \$	Salary as at 1 July 2012 inclusive of 2.5% increase \$
Level 1	35,233	36,642	38,108	39,632	40,622.80	41,638

Level 2	37,731	39,240	40,810	42,442	43,503.05	44,591
Senior	40,822	42,455	44,153	45,919	47,066.98	48,244

Table 2 - Allowances**As at 1 July 2012**

Item No.	Clause No.	Brief Description	Amount				
1	5.5.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$48.50 per week. (effective 1 July 2012)				
	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only.	With Dependants Per annum		Without Dependants Per annum		
2	21	Grade A	\$1,083.00		\$758.00		
3	21	Grade B	\$1,444.00		\$1,012.00		
4	21	Grade C	\$1,926.00		\$1,348.00		
5	22(b) 29.2	Travelling Allowance If the Employees private car is used	63.0 cents/km		(engine capacity under 1600cc)		
			74.0 Cents/km		(engine capacity from 1601cc - 2600cc)		
			75.0 cents/km		(engine capacity over 2601cc)		
5	22(c) 29.3	Travelling Allowance If the Employees private car is used (casual rate)	25.2 cents/km		(engine capacity under 1600cc)		
			29.6 Cents/km		(engine capacity from 1601cc - 2600cc)		
			30.0 cents/km		(engine capacity over 2601cc)		
6	23	Accommodation Allowances					
		Incidental Expenses Allowance when claiming Actual Expenses	\$17.30 per day				
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	270.10	Maitland	244.60	Armidale	224.30
		Brisbane	314.10	Newcastle	255.60	Bathurst	224.30
		Canberra	278.10	Wollongong	241.10	Broken Hill	224.30
		Darwin	302.10			Coffs Harbour	224.30
		Hobart	238.10			Cooma	224.30
		Melbourne	286.10			Dubbo	224.30
		Perth	289.10			Gosford	224.30
		Sydney	296.10			Goulburn	224.30
				All Other Country Locations \$ per day		Mudgee	224.30
				204.30		Muswellbrook	224.30
						Orange	224.30
						Port Macquarie	224.30
						Queanbeyan	
						Tamworth	
						Tumut	
						Wagga Wagga	

		Meal Expenses	Capital Cities & High Cost Country	Tier 2 & Other Country Centres
8	23.2	Breakfast	Max \$23.65	Max \$21.15
9	23.2	Lunch	Max \$26.55	Max \$24.20
10	23.2	Dinner	Max \$45.60	Max \$41.65
11	24	Camping allowance	\$37.55 per night - takes into account supplying own food, incidentals and general disability	
12	24	Equipment Allowance if camping equipment not provided by the Authority	\$28.20 per night for supplying own camping equipment.	
13	24	Bedding Allowance if bedding or sleeping bag not provided by the Authority	\$4.70 per day for supplying own sleeping bag	
14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$9.00 per day in addition to any other allowance	
15	26	Employee requested by the Authority to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	\$9.82 per week (effective 1 July 2012)	
16	27	Employee requested by the Authority to supply own dog, including responsibility for housing, caring and feeding in own time	\$5.10 per week per dog (effective 1 July 2012)	
17	28	Flying Allowance	\$17.90 per hour	
18	31	Home Office allowance	\$823 per annum (or such other amount as specified in the Crown Employees Public Service Conditions Award).	

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

LONG SERVICE LEAVE ACCRUAL TABLE BASED ON A FIVE (5) DAY WEEK							
All figures in this table refer to working days							
Years 1 to 5 are shown for accrual purposes ONLY.							
Years	0-10 Years		Years	10+ Years	Years	10+ Years	
1	4.4	days	11	55 days	21	165	days
2	8.8		12	66	22	176	
3	13.2		13	77	23	187	
4	17.6		14	88	24	198	
5	22.0		15	99	25	209	
6	26.4		16	110	26	220	
7	30.8		17	121	27	231	
8	35.2		18	132	28	242	
9	39.6		19	143	29	253	
10	44.0		20	154	30	264	
					31	275	
					32	286	
Months	0-10 Years		Months	10+ Years	33	297	
1	0.4	days	1	0.9 days	34	308	
2	0.7		2	1.8	35	319	
3	1.1		3	2.7	36	330	
4	1.4		4	3.6	37	341	
5	1.8		5	4.5	38	352	
6	2.2		6	5.4	39	363	
7	2.5		7	6.3	40	374	
8	2.9		8	7.2	41	385	
9	3.3		9	8.1	42	396	
10	3.6		10	9.1	43	407	
11	4.0		11	10.0	44	418	
					45	429	
Weeks	0-10 Years		Weeks	10+ Years	46	440	
1	0.09	days	1	0.23 days	47	451	
2	0.18		2	0.45	48	462	
3	0.27		3	0.68	49	473	
4	0.36		4	0.91	50	484	
					51	495	
Days	0-10 Years		Days	10+ Years	52	506	
1	0.02	days	1	0.05 days	53	517	
2	0.04		2	0.09	54	528	
3	0.05		3	0.14	55	539	
4	0.07		4	0.18	56	550	
5	0.09		5	0.23			

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken, (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply $21 \times 5/7 = 15$ working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2012 in relation to salaries and from 1 July 2012 in relation to allowances.

R. P. BOLAND J , *President*

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LOCAL GOVERNMENT (STATE) AWARD 2010**CORRECTION**

- A. The Variation of 16 August 2011, Serial C7694, published 30 December 2011 (371 I.G. 1639), is corrected as follows:
1. Insert the following new instruction 10, and renumber existing instruction "10" to read as "11":
 10. Insert the following new subclauses into clause 41, Area, Incidence and Duration:
 - (xiv) The variation to clause 18A(v), Overtime shall be operative from 16 August 2011.
 - (xv) The variation to clause 20 D, Long Service Leave, shall be operative from 16 August 2011.
 - (xvi) The variation to clause 20 G, Paid Parental Leave, shall be operative from 16 August 2011.
- B. The Variation of 16 August 2011, Serial C7680, published 18 November 2011 (371 I.G. 1185), is corrected as follows:
1. Delete instruction 1, and substitute the following:
 1. Insert after clause (xvi) of clause 41, Area, Incidence and Duration of the award published 31 December 2010 (370 I.G. 648) the following new subclauses:
 - (xvii) The increase to Clause 14(xiii) Meal Allowance shall take effect from the first full pay period commencing on or after 16 August 2011.
 - (xviii) The increases to Clause 26E(xvi) Government Funded Traineeships shall take effect from the first full pay period commencing on or after 16 August 2011.

G. M. GRIMSON *Industrial Registrar.*

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LOCAL GOVERNMENT (STATE) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 670 of 2012)

Before Commission Ritchie

25 June 2012

VARIATION

1. Delete subclause (xvii) of clause 41, Area, Incidence and Duration of the award published 31 December 2010 (370 I.G. 648) and insert in lieu thereof the following:
 - (xvii) The increase to subclause (xiii), Meal Allowance of clause 14, Allowances, Additional Payments and Expenses, shall take effect from the first full pay period commencing on or after 1 July 2012.
2. Delete subclause (xviii) of clause 41, and insert in lieu thereof the following:
 - (xviii) The increases to paragraph (xvi) of subclause E, Government Funded Traineeships, of clause 26, Junior and Trainee Employment, shall take effect from the first full pay period commencing on or after 1 July 2012.
3. Insert after subclause (xviii) of clause 41, Area, Incidence and Duration the following new subclause:
 - (xix) The increase to clause 14(ix)(a)(ii), Vehicle Allowances, shall take effect from the first full pay period commencing on or after 1 July 2012.
4. Delete in Table 2 - Allowances of Part B - Monetary Rates, items "Clause 14(ix) Vehicle Allowances (cents per km) - 2.5 litres and over": and "Clause 14(xiii) Meal Allowance" and insert in lieu thereof the following:

	First Pay Period 01/11/10	First Pay Period 01/07/11	First Pay Period 16/08/11	First Pay Period 01/07/12	First Pay Period 01/07/13
Clause 14(ix) Vehicle Allowances (cents per km)					
2.5 litres and over	0.74 p.km	0.74 p.km	0.74 p.km	0.75 p.km	0.75 p.km.
Clause 14(xiii) Meal Allowance	12.90	12.90	13.27	13.64	13.64

5. Delete in Part B Monetary Rates, clause 26E(xvi) and insert in lieu thereof the following:

CLAUSE 26E (XVI)

Traineeship Wage Rates

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	272.40	300.10	357.50
Plus 1 year out of school	300.10	357.50	416.00
Plus 2 years	357.50	416.00	484.10

Plus 3 years	416.00	484.10	554.30
Plus 4 years	484.10	554.30	
Plus 5 years or more	554.30		

6. This variation shall take effect on and from 1 July 2012.

D. W. RITCHIE, Commissioner.

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LOCAL GOVERNMENT (STATE) AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 772 of 2012)

Before The Honourable Mr Justice Staff

17 July 2012

VARIATION

1. Delete subclause (ii) of clause 40, Leave Reserved of the award published 31 December 2010 (370 I.G. 648) and insert in lieu thereof the following:
 - (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in clause 14(ix) and clause 14(x)(h) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
2. Delete subclause (xix) of clause 41, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (xix) The increase to clause 14(ix)(a)(ii) and clause 14(x)(h) (2.5 litres and over) Vehicle Allowances, shall take effect from the first full pay period commencing on or after 1 July 2012.
3. Delete in Table 2 - Allowances of Part B - Monetary Rates, item "Clause 14(x)(h) Vehicle Allowance (cents per km) - 2.5 litres and over" and insert in lieu thereof the following:

	First Pay Period 01/11/10	First Pay Period 01/07/11	First Pay Period 16/08/11	First Pay Period 01/07/12	First Pay Period 01/07/13
Clause 14(x)(h) Vehicle Allowance (cents per km)					
2.5 litres and over	0.74 p.km	0.74 p.km	0.74 p.km	0.75 p.km	0.75 p.km.

4. This variation shall take effect on and from the first pay period on or after 1 July 2012.

C.G. STAFF J

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(007)

SERIAL C7919**MARINE CHARTER VESSELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Maritime Union of Australia, Industrial Organisation of Employees.

(No. IRC 769 of 2012)

Before The Honourable Mr Justice Staff

13 July 2012

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 27 January 2012 (372 I.G. 420), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:
 - (a) Any equivalent overaward payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per Week As at: June 2005 \$	SWC - December 2010 (applying a 4.25% increase) Per Week \$	Total Wage Per Week \$
Master (vessels 35m and over)	680.80	28.93	709.73
Engineer (vessels 35m and over)	680.80	28.93	709.73
Master (vessels 20m and over)	611.10	25.97	637.07
Engineer (vessels 20m and over)	611.10	25.97	637.07
Master (vessels under 20m but 18.25 and over)	598.90	25.45	624.35
Engineer (vessels under 20m but 18.25 and over)	598.90	25.45	624.35
Master (vessels under 18.25m)	595.60	25.31	620.91
General - purpose Hand	539.70	22.94	562.64

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount: \$
1	5(b)	Meal Allowance	9.90
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.00
3	14(i)	Uniforms	12.64
4	17	Compensation for Personal Effects	995.64

3. This variation shall take effect from the beginning of the first pay period to commence on or after 16 July 2012.

C.G. STAFF *J*

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SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2012 - 2013

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Catchment Authority.

(No. IRC 818 of 2012)

Before The Honourable Justice Walton, Vice-President

2 August 2012

AWARD

Clause No. Subject Matter

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 - 5.1 Status of employment
 - 5.1.1 Permanent employees
 - 5.1.2 Casual employees
 - 5.1.3 Temporary employees
 - 5.1.4 Part-time employees
 - 5.2 Appointment on probation
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 - 5.4 Payment of money owing to the employee in case of death
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6. Termination
 - 6.1. Termination by employee
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7. Misconduct
 - 7.1 Definitions
 - 7.2 Procedural guidelines
 - 7.3 Dealing with allegations of misconduct
 - 7.4 Misconduct proven
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 - 7.6 Report of charges and convictions for serious offences
8. Employer's Right to Deduct Pay and Time Lost
 - 8.1 Through no fault of the Employer
 - 8.2 Through fault of the Employer
 - 8.3 Stand down orders

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10. Rates of Pay
11. Pay on Appointment
12. Payment of Monies Due
13. Salary packaging arrangements, including salary sacrifice to superannuation
14. No assignment of pay
15. The Performance Management System
 - 15.1 Performance agreements and performance assessment
 - 15.1.1 Performance agreements
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PART I - APPLICATION AND OPERATION OF AWARD

1. Statement of Intent

- (a) Parties to this Award have the mutual intent to create work place and employment conditions that are consistent with the objectives of the Employer, Unions representing employees, the Employer's partners and other stakeholders.
- (b) The parties are committed to continuous improvement in the workplace. This award provides the framework for ongoing organisational reform in order to achieve the objectives of the Sydney Catchment Authority (SCA).
- (c) In achieving these objectives the Employer acknowledges the role of unions to represent their members and their industrial interests in conferring on the change process, together with the valuable contributions the unions and employees make to improve efficiency and business performance.
- (d) The Award recognises that the size, skills and scope of the workforce, will be determined by the SCA's needs in consultation with the parties to the Award.
- (e) The Award operates in conjunction with the relevant legislation, as amended from time to time, including:
- (i) *Sydney Water Catchment Management Act 1998*
 - (ii) *Work Place Injury And Illness Management Act 1998*
 - (iii) *Work Health and Safety Act 2011 NSW*
 - (iv) *Anti-Discrimination Act 1977*
 - (v) *New South Wales Industrial Relations Act 1996*, and
 - (vi) Any other relevant legislation that may apply to the SCA.
- (f) This Award, in accordance with the commitments made, reflects the agreement reached between the parties on processes and terms and conditions that will produce mutually desirable outcomes of improved performance, appropriate conditions of employment, flexible work arrangements, administrative efficiencies and cost benefits to the SCA. The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial relations Commission or any other tribunal.

2. Title, Application and Duration

2.1 Title

- (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2012-2013.

2.2 Application

- (a) This Award is binding on:
 - (i) The Employer in respect of its employees, except those employees who occupy positions designated by the Employer as Members of the Executive;
 - (ii) The Australian Services Union of New South Wales; and
 - (iii) The Association of Professional Engineers Scientists and Managers Australia, NSW Branch.

2.3 Commencement and duration

- (a) This Award shall take effect from the 1 July 2012 and shall remain in force thereafter for a period of 12 months.
- (b) The award rescinds and replaces the Sydney Catchment Authority Consolidated Award 2011-2012 published 31 August 2012 (374 I.G. 757).

3. Definitions

- (a) "Authorised employee" refers to an employee holding or performing the duties of a specific office/position that is authorised to exercise decisions in accordance with the SCA Authorisations Manual, as amended from time to time"
- (b) "Chief Executive" means the person occupying the position of Chief executive established pursuant to Part 2 clause 9 of the Act
- (c) "Group General Manager" refers to the occupant of a position designated as Division Manager under the SCA Authorisations Manual
- (d) "Employer" means the Sydney Catchment Authority Division of the Government Service of New South Wales and includes reference to the Chief Executive or a person authorised for the purpose by the Chief Executive
- (e) "Employee" means permanent and temporary employees, whether full-time or part-time, unless otherwise stated in the Award
- (f) "FACS" means Family and Community Service
- (g) "LWOP" means leave without pay
- (h) "Manager" means a person occupying the position identified in the employee's Position Description as "Positional Title of Supervisor" or "Accountable"
- (i) "Previous Award" means the Sydney Catchment Authority Consolidated Award 2008
- (j) Flexiday means approved Days Off
- (k) "Recognised office" means all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce and includes a location the employee is specifically attached to for a period of one (1) month or more
- (l) "SCA" means the Sydney Catchment Authority constituted under the Act
- (m) "The Act" means the *Sydney Water Catchment Management Act 1998*, as amended from time to time
- (n) "TRP" means Total Remuneration Package comprising cash salary and compulsory superannuation contribution.

- (o) "Unions" mean the Australian Services Union of NSW and the Association of Professional Engineers, Scientists and Managers Australia, NSW Branch.

4. 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, responsibilities as carer and age.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure described in this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions in this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of this Award, which, by its terms or operation, has 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*; or
 - (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.
- (f) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (g) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- (h) "Nothing in the Act effects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

PART II - EMPLOYMENT RELATIONSHIP

5. Employment

5.1 Status of employment

5.1.1 Permanent employees

- (a) The basis of employment will be
- (i) Full-time, or
 - (ii) Part-time.
- (b) All employees covered by this Award will be appointed by the Employer and work where nominated from time to time by the Employer.

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

5.1.2 Casual employees

- (a) Engagement
 - (i) A person may be engaged as a casual employee on an hourly basis to carry out:
 - (A) Work that is irregular and intermittent,
 - (B) Work on a short term basis, in an area requiring flexible work arrangements;
 - (C) Work of a position for a short period pending the completion of the selection process for the position;
 - (D) Urgent work or to deal with an emergency.
- (b) Pay and conditions
 - (i) Casual employees have no entitlement to any of the provisions contained in this Award other than those contained in this clause.
 - (ii) Casual employees are paid for hours engaged and worked.
 - (iii) The hourly rate paid to a casual employee will be the hourly rate paid for a similar full-time job.
 - (iv) Casual employees will be paid a loading on the appropriate hourly rate of pay for ordinary hours worked:
 - (A) 20% for work performed on Mondays to Fridays (inclusive);
 - (B) 50% for the first 4 hours worked on Saturday, then 100% thereafter;
 - (C) 100% for work performed on Sundays; or
 - (D) 150% for work performed on Public Holidays.
 - (v) Payment of this loading in sub clause (iv) will be in lieu of all other entitlements specified in this Award. The loading specified in this clause is in recognition of the casual nature of the employment and compensate the employee for all leave except long service leave, and all incidence of employment, except overtime.
 - (vi) Casual employees shall be paid overtime for work performed:
 - (A) In excess of seven (7) consecutive hours (excluding meal breaks); or
 - (B) In excess of 35 hours in a week.
 - (vii) Overtime rates will be paid in accordance with subclause 20.3 - Overtime, with payments are based on the hourly rate applicable to the day on which work performed plus 20% loading set out in (iv) (A) above.
 - (viii) Where the period of engagement on any one day exceeds five (5) hours an unpaid meal break of at least half an hour must be taken.

- (ix) Casual employees are entitled to long service in accordance with clause 28 - Long Service Leave, of this Award.
- (x) Casual shall also receive the following entitlements:
 - (A) Personal Carers' and Bereavement entitlement in accordance with schedule 4 of this award; and
 - (B) Unpaid parental leave in accordance with Schedule 5
- (c) Termination
 - (i) The engagement of a casual employee may be terminated without notice.
- (d) Secure Employment
 - (i) Term and conditions set out in Schedule 3 apply for secure employment for casuals.

5.1.3 Temporary employees

- (a) Temporary employees
 - (i) Are engaged for a limited and specified amount of time to work for a defined period where there will be no on-going need for either the person or the position; and
 - (ii) The engagement may be either full-time or part-time.
- (b) Temporary employees are entitled to the provisions contained in this Award provided if employment or a part of the employment is for a period less than twelve (12) months, entitlements will be on a pro-rata basis.
- (c) The Employer may terminate the engagement of a temporary employee by giving two (2) weeks' notice or two weeks' pay in lieu of notice.

5.1.4 Part-time employees

- (a) Employment on a permanent part-time basis
 - (i) A permanent part-time employee is an employee who is appointed to a position to work hours which are less than the average weekly hours worked by full-time employees.
 - (ii) The terms of the employment regarding hours of work will be as stated in the letter of appointment.
 - (iii) An employee who has been employed on a permanent part-time basis has no right to convert to full-time employment.
 - (iv) A permanent part time employee shall be entitled to all benefits accruing to a full time employee under the Award on a pro rata basis for all hours worked at ordinary time rates.
- (b) Employee initiated conversion to part-time employment
 - (i) Subject to sub-clause 32.2.2 - Maternity Leave, Right of return to former position, the employee may initiate conversion to part-time employment in the employee's substantive position.

- (ii) Conversion to part-time work arrangement is subject to approval by the relevant authorised employee.
 - (iii) The employee has a right to revert to full-time employment in the employee's substantive position before or at the end of 12 months working part-time by giving four (4) weeks' notice.
- (c) Conditions attached to working under a part-time work agreement
- (i) The daily hours and days of the week to be worked under a part-time work agreement and the length of the arrangement must be agreed in writing between the employee and the authorized employee.
 - (ii) The ordinary daily hours will be worked Monday to Friday but are not restricted by the ordinary working hours provisions at sub-clause 17.3.
 - (iii) No agreement shall permit a minimum start of less than three (3) continuous hours except in cases where it is agreed that there be a start of two (2) continuous hours on 2 or more days per week provided that:
 - (A) A two (2) hour start is sought by the employee to accommodate the employees personal circumstances which must be specified in the agreement; or
 - (B) The place of work is within a distance of 5km from the employee's place of residence.
 - (iv) An Employer may request an employee working under a part-time work agreement to work for longer than the hours agreed under the part-time work agreement under subclause 5.1.4(c)(i) in accordance with the provisions of subclause 20 Overtime. These additional hours shall be paid at ordinary time rates unless the additional hours fall into one of the categories below:
 - (A) If the hours worked in a week exceed 35 hours; or
 - (B) If the additional hours fall outside the usual span of hours; or
 - (C) Where work is performed on a Saturday/Sunday or Public Holiday irrespective of the weekly hours workedin which case payment will be made at the rate prescribed in subclause 20.3 - Overtime.
 - (v) An employee may request to vary a part-time agreement at any time. A request for the variation of a part-time agreement will be considered on the same basis as the initial approval.
 - (vi) The hourly rate paid to a part-time employee will be the hourly rate for a similar full-time job.
 - (vii) Part-time employees will be subject to clause 15 - Performance Management System, of this Award
 - (viii) Part-time employees will be eligible, on a pro-rata basis for all leaves prescribed in this Award.
 - (ix) Leave will be calculated on the basis of the proportion of hours scheduled per week to the full-time hours of work per week, i.e.

$$\frac{\text{part-time hours}}{\text{full-time hours of leave in hours}} \times \text{full-time annual entitlement} = \text{P/T annual leave entitlement (in hours)}$$

- (x) Any leave approved to cover the absence of a part-time employee will be debited on an hourly basis or part thereof to reflect the actual time taken off work.
- (xi) Where an employee has worked both full and part-time, the leave entitlement will be paid on the proportion of part-time and full-time service during the relevant period.
- (xii) Public holidays will only be paid if the employee was scheduled to work on the public holiday and in accordance with clause 25 Public holidays.

5.2 Appointment on probation

- (a) An employee appointed to a position under sub-clauses 5.1.1, 5.1.3 or 5.1.4(a), will be appointed on probation.
- (b) Probation will be a period of 3 months. This period may be extended once but will not exceed 6 months.
- (c) The employee will be subject to the provisions of clause 15 - Performance Management System, in assessing satisfactory performance.

5.3 Medical examinations

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

5.4 Payment of money owing to the employee in case of death

5.4.1 Payment of unpaid monies

- (a) For the purposes of sub-clause 5.4, the term "employee" includes a casual employee.
- (b) Any outstanding pay will be paid into the deceased employee's nominated bank, building society or credit union account as per normal pay.
- (c) All unpaid monies other than pay will be paid as follows:
 - (i) Where the unpaid monies owed by the Employer are in excess of \$15,000, such monies will be paid to the Executor or Administrator of the deceased's estate. This will only be done on the production of Grant of Probate or Letters of Administration.
 - (ii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment through the Executor or Administrator of the deceased's estate without Grant of Probate or Letters of Administration.
 - (iii) Where the unpaid monies owed by the Employer do not exceed \$15,000, the Employer may agree to make payment to other than the Executor or Administrator of the deceased's estate. In such cases, the Employer may require the person to whom the payment is made to demonstrate a legal entitlement to the money and to provide a written indemnity to the Employer stating that they will indemnify the Employer in relation to any claims made against the Employer in relation to the money paid.

5.4.2 Advance payments

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

5.5 Advice of absences

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

5.6 Abandonment of employment

- (a) Subject to sub-clause (b) below, employees who are absent from work for a continuous period exceeding 5 working days without notification to the Employer may be regarded as having abandoned their employment.
- (b) After the five days referred to in sub-clause (a) above, the Employer will notify such employees in writing, forwarded to the address last known to the Employer, that
 - (i) If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave;
 - (ii) A period of not less than ten (10) working days will be allowed for the employee to contact the Employer; and
 - (iii) If no response is received by the due date, the employee's employment with the SCA will be terminated.
- (c) If the employee fails to respond, the Employer shall deduct from the pay of the employee the amount equivalent to the period of the absence and their employment will be terminated from the first date of absence.

6. Termination

6.1 Termination by employee

- (a) An employee may terminate his/her employment for any reason by giving two weeks written notice to the Employer.
- (b) If the employee fails to give two (2) weeks notice, two weeks pay will be forfeited.
- (c) Employees who have given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

6.2 Termination by Employer

- (a) Termination of employment will not be harsh, unjust, or unreasonable.
- (b) The Employer may terminate the employment of a permanent employee by giving four (4) weeks notice. Grounds for termination include but not limited to the following:
 - (i) The employee lacks, or has lost, an essential qualification for performing his or her duties;

- (ii) Non-performance, or unsatisfactory performance, of duties (see clause 15 - Performance Management System);
 - (iii) Inability to perform duties because of physical or mental incapacity;
 - (iv) Seriously unacceptable breach of the Code of Conduct (reference: sub-clause 7.1(a)(i) - Misconduct);
 - (v) Misconduct (reference clause 7);
 - (vi) Criminal offence (sub-clause 7.6);
 - (vii) Any other reason the Chief Executive considers as not harsh, unjust, or unreasonable.
- (c) The Employer may terminate the employment immediately, in which case, the Employer will give four (4) weeks pay in lieu of notice.
- (d) Employees who have been given notice, and absent themselves for duty without reasons acceptable to the Chief Executive (the onus of providing acceptable reasons lies with the employee) will be deemed to have abandoned employment and will not be entitled to be paid for the period of notice.

7. Misconduct

7.1 Definitions

- (a) For the purposes of this Award, misconduct includes, but is not limited to, any of the following:
- (i) A contravention of any provision of policies and procedures applying to employment in the SCA;
 - (ii) Fraud;
 - (iii) Performance of duties in such a manner as to justify the taking of disciplinary action;
 - (iv) Taking any detrimental action (within the meaning of the Protected Disclosures Act 1994) against a person that is substantially in reprisal for the person making a protected disclosure within the meaning of that Act; and
 - (v) Taking any action against another employee that is substantially in reprisal for an internal disclosure made by that employee.
- (b) The subject-matter of an allegation of misconduct may relate to an incident or conduct that happened:
- (i) While the employee concerned was on duty, was not on duty, or
 - (ii) Before the employee was appointed to his or her position or engaged for a set period.
- (c) Internal disclosure means a disclosure made by an employee regarding the alleged misconduct of another employee of the SCA.

7.2 Procedural guidelines

- (a) The Chief Executive may, from time to time, issue amend, revoke or replace procedural guidelines for the purposes of:
- (i) Dealing with allegations of misconduct as a disciplinary matter, and/or

- (ii) The taking of disciplinary action with respect to employees under this Award.
- (b) In determining the processes, the Chief Executive will have regard to guidelines issued from time to time for the public sector in NSW.
- (c) The procedures will be consistent with the rules for procedural fairness.
- (d) Without limiting subclause (a), the procedures are to ensure that:
 - (i) The employee to whom an allegation of misconduct relates is advised in writing of the alleged misconduct and that the allegation may lead to disciplinary action being taken with respect to the employee; and
 - (ii) The employee is given an opportunity to respond to the allegation.
- (e) A formal hearing involving the legal representation of parties and the calling and cross-examination of witness is not to be held in relation to an allegation of misconduct and the taking of disciplinary action with respect to an employee.
- (f) However, subclause (e) does not prevent the Chief Executive from:
 - (i) Conducting such investigations into an allegation of misconduct as the Chief Executive considers necessary;
 - (ii) Conducting interviews with the employee to whom the allegation relates or with any other person in connection with the matter concerned; or
 - (iii) Taking signed statements from the employee or any such person.

7.3 Dealing with allegations of misconduct

- (a) If an allegation is made that an employee may have engaged in any misconduct, the Chief Executive may:
 - (i) Decide to deal with the allegation as a disciplinary matter in accordance with the SCA procedures; or
 - (ii) Decide that it is appropriate to take remedial action with respect to the employee.
- (b) After dealing with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, if he/she is of the opinion that the employee has engaged in any misconduct, decide to take disciplinary action with respect to the employee.
- (c) Before any disciplinary action is taken with respect to an employee under this section, the employee must be given an opportunity to make a submission in relation to the disciplinary action that the Chief Executive is considering taking.
- (d) Even though the Chief Executive decides to deal with an allegation of misconduct as a disciplinary matter in accordance with the SCA procedures, the Chief Executive may, at any stage of the process:
 - (i) Decide to take remedial action with respect to the employee concerned; or
 - (ii) Decide to dismiss the allegation, or decide that no further action is to be taken in relation to the matter, or both.
- (e) A decision under this section by the Chief Executive to take remedial action with respect to an employee does not, if it appears to the Chief Executive that the employee may have engaged in

any misconduct while the remedial action is being taken, prevent the Chief Executive from dealing with the alleged misconduct as a disciplinary matter under this section.

- (f) In certain circumstances where an employee appears to have committed a serious breach of conduct and discipline or is subject to criminal proceedings, the particular facts may require immediate action by the Employer prior to the completion of any investigation:
 - (i) Where it is inappropriate for the employee to continue in their usual duties, the first option is to place the employee on alternative duties or duties at another location;
 - (ii) Where such action is inappropriate in the circumstances, the Employer may suspend the employee with or without pay, as appropriate, pending the outcome of the disciplinary process or criminal proceedings:
 - (A) Suspension with pay: where it is considered that the charges are serious enough, or having the employee remain at work would be detrimental to the effective running of the Authority, the employee may be suspended with pay. Suspension with pay will be reviewed at least every 30 days, if applicable.
 - (B) Suspension without pay: In exceptional circumstances, the Employer may suspend the employee from duty without pay. Without limiting the generality of this term, such circumstances would include where the employee is remanded in custody, or has admitted to behaviour that under the circumstances renders the employee unfit to continue in paid employment with the Authority. Suspension without pay will be reviewed at least every 30 days, if applicable.
 - (C) Immediate suspension without pay: Where an employee is convicted of a crime, notwithstanding the availability of an avenue of appeal against the conviction pending final decision whether the employee is retained or dismissed, the Employer will suspend the employee from duty without pay, if the nature of the offence is such that this action is warranted in the public interest or the maintenance of good order and/or discipline. The suspension decision will be reviewed at least every 30 days, if applicable.
 - (D) Summary dismissal: Where it has been established to the satisfaction of the Employer that an employee has been guilty of serious misconduct, the Employer may summarily dismiss without notice.
- (g) If an employee is convicted in New South Wales of an offence that is punishable by imprisonment for twelve (12) months or more, or is convicted elsewhere than in New South Wales of an offence that, if it were committed in New South Wales, would be an offence so punishable, the Chief Executive may:
 - (i) Decide to take disciplinary action with respect to the officer, or
 - (ii) Decide to take remedial action with respect to the officer.

7.4 Misconduct proven

- (a) Where the Employer determines that an employee is guilty of misconduct the employee may be:
 - (i) Dismissed;
 - (ii) Regressed to a lower pay point; or
 - (iii) Subjected to other action as seemed appropriate.
- (b) In the circumstances described in sub-clause (a) above, payment for any period of suspension may be forfeited.

7.5 Misconduct not proven

- (a) Where the Employer finds that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive payment for the period of suspension.

7.6 Report of charges and convictions for serious offences

- (a) An employee who is charged with having committed, or is convicted of, a serious offence must immediately report that fact in writing to the Chief Executive.
- (b) If a Manager has reason to believe that an employee
- (i) Has been charged with having committed, or has been convicted of, a serious offence; and
- (ii) Has not reported the matter to the Chief Executive in writing in accordance with sub-clause (a) above,

the Manager must immediately inform the Chief Executive in writing that the Manager has reason to believe that the employee has been charged with having committed, or has been convicted of, a serious offence.

8. Employer's Right to Deduct Pay and Time Lost

8.1 Through no fault of the Employer

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

8.2 Through fault of the Employer

- (a) No deduction will be made for time lost through the fault of the Employer.

8.3 Stand down orders

- (a) The Employer may apply to the Industrial Relations Commission of NSW for stand down orders in accordance with the Industrial Relations Act 1996.

PART III - PAY AND RELATED MATTERS

9. Job Evaluation

- (a) The rate of pay for all positions will be determined by job evaluation.
- (b) The unions are to cooperate in the ongoing implementation of the Cullen Egan Dell (CED) methodology through participation in Job Evaluation Panels.

10. Rates of Pay

- (a) The rates of pay rounded to the nearest dollar, applicable to each Grade shown in Column 1 and pay points shown in Column 2 at Schedule 1 to this Award, reflect the increases specified below:

Date of Salary Variation - to commence on or after	Percentage Increase in rate of pay
1 July 2011	2.5%

(b) Equivalent rates of pay will be determined as follows:

(i)

$$\text{Hourly rate} = \frac{\text{Daily rate}}{7}$$

(ii)

$$\text{Daily rate} = \frac{\text{Annual rate}}{261}$$

(iii)

$$\text{Weekly rate} = \frac{\text{Annual rate}}{52.2}$$

(iv)

$$\text{Fortnightly rate} = \frac{\text{Annual rate}}{26.1}$$

11. Pay on Appointment

- (a) Employees will be appointed at the minimum pay point for the evaluated Grade for the job.
- (b) The Chief Executive may approve appointment elsewhere within the Grade.
- (c) An employee shall not be paid less than their appointed rate, except where an employee has been regressed as a result of:
- (i) Continuing unsatisfactory performance (sub-clause 15.3.2 - Performance Management System); or
 - (ii) Disciplinary action (Clause 7 - Misconduct).

12. Payment of Monies Due

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

13. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- (a) permanent full-time and part-time employees;
- (b) temporary employees, such request shall not be unreasonably refused ; and
- (c) casual employees, such request shall not be unreasonably refused , and limited to salary sacrifice to superannuation in accordance with subclause 13.12.

- 13.2 For the purposes of this clause:
- (a) "TRP" means the Total Remuneration Package, comprising cash salary and compulsory superannuation contribution.
 - (b) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 10, Rates of Pay, Schedule 1 to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (c) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 13.3 By mutual agreement with the Chief Executive, an employee may arrange the annual Total Remuneration Package (TRP) so that it can include the following items:
- (a) Salary;
 - (b) Superannuation;
 - (c) Motor Vehicle leased through the employer (subject to subclause 13.10 below);
 - (d) Transport (cost of annual ticket);
 - (e) Aged care;
 - (f) Mortgage repayments;
 - (g) Rental payments;
 - (h) Health fund premiums;
 - (i) Laptops, e-organisers and briefcases; and
 - (j) Any other benefits as approved by the Chief Executive from time to time.
- 13.4 By mutual agreement with the Chief Executive, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Chief Executive, as listed in subclause 13.3; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Chief Executive for the benefit provided to or in respect of the employee in accordance with such agreement.
- 13.5 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 13.6 The agreement shall be known as a Salary Packaging Agreement.
- 13.7 Except in accordance with subclause 13.12, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Chief Executive at the time of signing the Salary Packaging Agreement.
- 13.8 An employee may request the SCA in writing to reconfigure the annual Total Remuneration Package not more than four times in any one year.

- 13.9 FBT payable in respect of packaging any of the items listed in subclause 13.3 will be charged to the employee.
- 13.10 Unless otherwise approved by the employer, salary packaging of a vehicle arrangement must be cost neutral to the employer. To this end, a salary package may include the following components, each of which will be charged to the employee:
- (a) Annual lease rate;
 - (b) Fleet management fee;
 - (c) Risk insurance charge;
 - (d) Comprehensive insurance;
 - (e) CTP insurance;
 - (f) Maintenance costs;
 - (g) Registration;
 - (h) NRMA membership;
 - (i) Fuel; and
 - (j) FBT.
- 13.11 Obtaining independent taxation and financial advice in relation to packaging arrangements is the employee's responsibility and is encouraged to be obtained prior to entering into a Salary Packaging Agreement.
- 13.12 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or
 - (b) where the SCA is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the SCA's agreement, paid into another complying superannuation fund.
- 13.13 Where the employee makes an election to salary sacrifice, the SCA shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 13.14 The amount of post compulsory deduction salary which an employee may elect to sacrifice to superannuation is limited to an amount which ensures that the aggregated amounts of employer contributions to accumulation funds (compulsory employer superannuation contributions and additional employer superannuation contributions) do not exceed the employee's maximum deductible aged based limit set by the Australian Tax Office as varied from time to time.
- 13.15 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or

- (d) *State Authorities Non-contributory Superannuation Act 1987,*

the SCA must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

13.16 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 13.15 of this clause, the SCA must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the SCA may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

13.17 Where the employee makes an election to salary package:

- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 10, Rates of Pay, or Schedule 1 to this Award if the Salary Packaging Agreement had not been entered into.

13.18 The Chief Executive may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

13.19 The Chief Executive will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

14. No Assignment of Pay

- (a) An employee's pay will be paid as it falls due with the exception of payments withheld for the purposes of pay equalisation in conjunction with the 19 day lunar month pattern of work.
- (b) No payment shall be made in respect thereof to any person by virtue of any order, document, or instrument whereby an employee may have assigned or attempted to assign their pay.
- (c) Provided that this clause shall not apply in the case of payments made out of the pay of an employee at their request in writing in respect of contributions to:
- (i) A Union party to this Award,
- (ii) Contributions to a boarding house or mess establishment on any work,
- (iii) The payment of rental or other charges to the Employer on account of a cottage rented or purchased from the Employer,
- (iv) Amounts owing by an employee for safety footwear and/or wearing apparel purchased from or supplied by the Employer,
- (v) Other payments as agreed by the Employer from time to time.

15. The Performance Management System

15.1 Performance agreements and performance assessment

15.1.1 Performance agreements

- (a) The responsibility for developing FOCUS Performance Agreements using the standard template rests equally with managers and employees.

Performance planning and review meetings under this system will be conducted in June and December of each year. A period of 6 months service must be completed before a staff member is eligible for annual salary progression consideration as set out in (c) below. To ensure salary progression occurs as set out below, managers will be requested to confirm in writing that there are no performance issues that would prevent the application of an incremental progression.

- (b) In the circumstance, where a performance issue has been identified, the SCA will confirm that the issue is being formally managed in accordance with Clause 15.3 prior to withholding an employee's salary progression
- (c) To be considered for salary progression(within grade) the employee must have occupied the position continuously for more than six months
- (i) An employee promoted or employed between 1 July and 31 December will be eligible for salary progression (within grade) consideration in the following June, and every June thereafter ; or
- (ii) An employee promoted or employed between 1 January and 30 June will be eligible for salary progression (within grade) consideration in the following December, and every December thereafter.
- (d) The FOCUS Performance Agreement must express, at the individual employee level, the priorities and outcomes of the SCA Business Plan, the relevant Work Area Business Plan and reflect the accountabilities included in the employee's Position Description. The Performance Agreement must describe expectations to be met including key required outcomes which the employee is to deliver and key performance indicators against which the standard of delivery is to be measured. The Performance Agreement will also include the behaviours by which employees are to conduct their work and contribution to the team with reference to the SCA Code of Conduct.

Copies of the Performance Agreements to be forwarded to the Senior Manager, Workforce Planning to enable monitoring of the system and to ensure agreements are securely stored after each performance cycle

15.1.2 Performance assessment

- (a) Informal feedback
- (i) Informal feedback and discussion must occur regularly. Such feedback and discussion may be initiated by the employee or Manager, and would be based on the Performance Agreement.
- (ii) Such informal feedback and discussion does not replace mutual obligations relating to performance management and, depending on the nature of the discussion, may form the basis of procedures contained at sub-clause 15.3.

(b) Formal assessment

- (i) While ongoing and informal feedback and discussion on performance should occur regularly throughout each review cycle, there will be formal assessment points for all award employees every six (6) months.(June or December)

Objectives of the formal assessment at the end of the six (6) month cycle are to:

- (ii) Provide an opportunity for formal feedback based on work expectations and each of the performance indicators specified in the Performance Agreement, including an opportunity for the employee to put their view in writing;
- (iii) Review the Performance Agreement with a view to developing a new Performance Agreement applicable in the next cycle;
- (iv) Provide a realistic assessment of performance against the Performance Agreement;

If necessary, identify the specific action to improve performance; and provide qualitative feedback

The Manager must ensure that performance assessment has occurred consistent with the above objectives and will ensure the FOCUS documentation is forwarded to Workforce Planning and Management within two months of the conclusion of each six month cycle.

In case an employee and the employee's Manager cannot agree on FOCUS goals or performance assessment, the employee, in the first instance, should discuss this with the relevant Group General Manager who will review. On request, a third party of their choice will support the employee.

15.2 Learning agreements

- (a) Learning Agreements are integral part of the SCA's FOCUS Performance Management System. As such, each employee is required to develop and enter into a Learning Agreement with his or her Manager in conjunction with the development of the Performance Agreement, using the template .
- (b) Learning Agreements may include activities related to the broadening of employees' knowledge, capabilities and experience relevant to their current role and also related to future career development.
- (c) Learning Agreements will distinguish between learning activities that the SCA requires employee to undertake and activities that employee wish to undertake. An activity included in the Learning Agreement does not imply that the SCA will pay the cost associated with that activity. Request for Study Assistance will be dealt with under the relevant SCA policy.
- (d) In agreeing to the inclusion of a learning activity in the Learning Agreement, the Manager will consider and allocate appropriate resources. Any activity included in the Learning Agreement will be subject to budgetary constraints.

15.3 Managing poor performance

- (a) Performance issues should be discussed as they occur to ensure the employee is aware of the performance concerns and to ensure corrective action is immediately applied. Management of these issues may occur at any time during the performance planning review cycle

15.3.1 Performance is assessed as Unsatisfactory

- (a) Development of a Performance Improvement Plan
 - (i) Prior to commencing the development of a Performance Improvement Plan the Manager will contact Workforce Planning and Management for advice and guidance
 - (ii) The Manager will advise the employee in writing that performance improvement is required stating expectations and examples of where these have not been met and recording it in the Performance Agreement as an assessment outcome.
 - (iii) Within 7 days of the above notice, the Manager and the employee will be required to discuss the matter and develop a Performance Improvement Plan that includes:
 - (A) Realistic and achievable expectations, and
 - (B) Strategies that are to be implemented within a three month period.
 - (iv) The Performance Improvement Plan must be consistent with the FOCUS Performance Agreement. On request, the employee may be supported by a third party of their choice during the discussions.
 - (v) Consideration will be given to the identification of possible barriers to, and opportunities for achieving sustained performance improvement The employee will be assisted through supportive management and action may include:
 - (A) Counselling and mediation
 - (B) Training
 - (C) Coaching and mentoring
 - (D) Relocation of duties or relocation to other areas;
 - (E) Addressing OHS&R issues
 - (F) Addressing work & life balance.
- (b) End of the Performance Improvement Plan
 - (i) At the end of the three month period the Manager and the employee should review performance and
 - (A) If performance has been improved to a satisfactory level, the normal FOCUS performance cycle continues;
 - (B) If performance remains assessed at an unsatisfactory level, the processes at sub-clause 15.3.2 below will be applied.

15.3.2 Continuing Unsatisfactory performance

- (a) Where an employee's performance is still assessed as "unsatisfactory" at the conclusion of the initial Performance Improvement Plan the employee will receive written advice which details the actions that may occur:
 - (i) In circumstances where there has been some performance improvement but not to the required satisfactory level, the manager will extend the Performance Improvement Plan for a further three months and

- a. The Manager will immediately discuss with the employee the matters in the written advice and the assessment process to ensure all parties are heard on the matter. The employee may be supported by a third party of the employee's choice and;
- b. Discussion may include mitigating circumstances, and setting realistic and achievable expectations in the performance improvement plan and.
- c. At the conclusion of the three month review period, the Manager will advise the Group General Manager on whether or not the employee achieved and sustained a satisfactory level of performance throughout the review period
- d. If performance is improved and sustained , no further action will be taken and the normal performance cycle will resume
- e. If performance has not improved to the required satisfactory standard, the Chief Executive, on advice from the relevant Group General Manager may;
 - i. Reduce an employees pay
 - ii. Terminate the employee's employment or
 - iii. Any other action the Chief Executive considers appropriate.
- ii. In circumstances where there has been no performance improvement to the required satisfactory level, the Chief Executive, on advice from the relevant Group General Manager may;
 - a. Reduce an employees pay
 - b. Terminate the employee employment or
 - c. Any other action the Chief Executive considers appropriate.
 - d. Give consideration to the identification of possible barriers to and opportunities for achieving sustained performance improvement

16. Temporary Relief Arrangements

16.1 Filling temporary vacancies

- (a) Where a vacancy exists, the Employer may, on a temporary basis, make one of the following relief arrangements:
 - (i) Fill the position (full-time or part-time) with the most suitable competent employee from a lower pay point;
 - (ii) Fill the position (full-time or part-time) with the most suitable competent employee from a higher pay point without loss of pay;
 - (iii) Fill the position (full-time or part-time) with an employee at the same pay point, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills;
 - (iv) Assign part or all of the duties to an employee or employees from the same pay point or higher without variation in pay; or
 - (v) Leave the position unoccupied.

- (b) Temporary arrangements are voluntary where being forced to undertake the duties of another position would financially disadvantage an employee.
- (c) Decisions for relief arrangements must be fair, equitable and follow EEO principles. Higher duties opportunities should be shared fairly amongst employees to develop their knowledge, skills and experience to the benefit of both the SCA and employees.

16.2 Rate of payment while on temporary relief

- (a) A relieving employee who performs the duties and takes the responsibilities of the vacant higher position is to be paid a higher duties allowance equal to the difference between the employee's salary payment and the first salary pay point of the higher position.
- (b) Where all duties and responsibilities are not to be performed or the acting period provides an employee with development opportunity the proportion of higher duties allowance can be varied to be commensurate with the proportion of duties to be undertaken subject to agreement with the employee prior to the commencement of the acting period.
- (c) During the acting period where a staff member has received less than the full amount of the higher duties allowance the manager may elect to pay a higher or the full amount than the agreed percentage where they have determined that the staff member undertook more functional responsibilities than initially agreed.

16.3 Conditions

- (a) The employee shall receive payment under sub-clause 16.2 if a period of acting in higher duties is five (5) consecutive working days or longer.
- (b) If the period of acting is 5 consecutive days, if the relieving employee takes leave during the period of 5 days, then no payment is payable.
- (c) If the period of acting is five (5) consecutive days and it includes a public holiday or a day where the substantive occupant of the position is on a Flexiday that has been approved four weeks in advance, the relieving employee will be paid higher duties for the whole period.
- (d) If the period of relief is for a period of more than five (5) consecutive working days, then any leave taken during such acting period is to be paid at the rate applicable to the position in which relief is being provided, unless such leave exceeds five (5) consecutive working days.
- (e) Employees who have acted for a continuous period of twelve (12) months or longer in the same higher graded position and who, due to extraordinary circumstances, continue to act in that position are entitled to be paid at the higher rate for all leave taken after the continuous period of twelve (12) months.

16.4 Progression

- (a) If the period of acting in the higher position is for a continuous period of twelve (12) months or longer, the employee so acting may progress subject to the provisions of clause 15 - Performance Management System.
- (b) If an employee progressed in accordance with sub-clause (a) above, on return to the employee's substantive position the employee will be progressed within the Grade to the pay point one higher than the employee's pay point prior to the commencement of the acting arrangement.
- (c) Employees who have been promoted to the vacant position and are receiving payment for higher duties pending completion of appointment action should continue to receive the higher payment during all paid leave.

PART IV - HOURS OF WORK AND RELATED MATTERS**17. Hours of Work**

17.1 Purpose

- (a) The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.
- (b) The standard working hours will be those necessary for the completion of routine work and this clause.
- (c) The Employer agrees that workloads should be capable of being completed during normal working hours.
- (d) An employee will not be allocated an unreasonable or excessive workload.
- (e) It will be the duty of the employer to ensure that staffing levels are adequate and that vacancies are filled promptly.
- (f) Where overtime or workloads are identified as excessive this will lead to an assessment of the area. This may result in the need to change the amount of work undertaken and/or staffing levels within that area. This assessment will be reported to the Unions and parties will enter into consultation.
- (g) Reasonable overtime is defined in clause 20.1

17.2 Usual spread of hours

- (a) Ordinary working hours will fall within the usual spread of hours of 7.00 am and 6.00 pm.

17.3 Ordinary hours of work

- (a) The ordinary hours of work of full-time employees is an average of 35 hours per week Monday to Friday inclusive, worked between the usual spread of hours.

17.4 Eligibility - Flexitime

The SCA is committed to providing flexible work practices to ensure that staff are provided with flexibility in balancing work/life approaches.

A flexible approach to hours of work will be adopted provided that the business needs of the SCA are met. The Guideline for Flexible Work Arrangements is established whereby individual staff may select their starting and finishing times, subject to the convenience of the SCA, its business needs and work demands.

- (a) Employees shall work under the SCA's Guideline for Flexible Work Arrangements.
- (b) All full time permanent and temporary award staff (excluding casual staff) will be able to work under the Guideline for Flexible Work Arrangements within the standard bandwidth (or variable bandwidth as approved by the manager).
- (c) An employee will revert to working standard hours if: It is evident that the staff member is not correctly applying and observing the conditions under the flexible work arrangements. A three (3) month review period will be applied for the Supervisor to support the staff member reverting back to the provisions of flexitime.

17.5 Purchased Leave

Employees will have access to Purchased Leave of up to four (4) weeks per calendar year covered by the conditions set out in the SCA's Purchased Leave Guideline

17.6 Work Arrangements

- (a) An employee working flexitime may, subject to business requirements determined by the SCA, commence duty at any time between 7.00 am and 10.00 am and cease duty any time between 3.00 pm and 6.00 pm. Time sheets are to be completed each working day using the SCA's Time Recording System (TRS).
- (b) Employees are entitled to work their standard daily contract hours (i.e. seven (7) hours). An employee is entitled to work additional time each day (subject to work being available and supported by their supervisor) so they can access up to two (2) flexidays per settlement period
- (c) The maximum number of hours that can be recorded as being worked by the employee is ten (10) hours per day (exclusive of lunchbreaks).
- (d) The minimum an employee must work each day is 31/2 hours, unless on approved leave.
- (e) An approved lunch period of not less than 30 minutes is to be taken each working day between 11.00 am and 2.00 pm. unless the employee's manager has agreed prior to the lunch break being taken that the employee may take their lunch break at an alternative time
- (f) An employee may be required to work standard hours if flexitime conditions are not being observed and correctly applied as set out in Clause 17.4 (c).

17.7 Bandwidth and Coretime

17.7.1 Bandwidth

- (a) Bandwidth is the span of hours during the working day when an employee may record the time they have worked. The Bandwidth commences at 7.00 am and concludes at 6.00 pm, excluding the lunch period.
- (b) Time worked outside of the bandwidth period does not count towards accumulated hours.
- (c) Time worked outside of the bandwidth period at the direction of the SCA does not count towards the accumulation of hours and the period is payable as overtime as set out in Clause 20.3 of this Award. .

17.7.2 Core hours and attendance

- (a) Coretime is the specified period during the working day when all staff are required to be on duty unless they are on authorised/approved leave.
- (b) Employees must:
 - (i) Commence work at the approved time; and
 - (ii) Be on duty between the hours of 10.00 am and 3.00 pm (excluding lunch time) unless on approved leave.
- (c) Where an employee commences work after 10.00 am, the employee must apply for recreation leave or have flexiday entitlements reduced to cover the period of absence. Where no recreation leave or flexiday entitlements are available to the employee, the employee must take leave without pay.

17.8 Taking Flexidays

- (a) Where business requirements support hours of work undertaken, employees may elect to take two full flexidays (of equivalent ½ days) during the four week settlement period, provided that at the end of the settlement period the employee does not exceed ten hours in debit after balancing the required contracted 140 working hours for the settlement period.

17.9 Banked Flexidays

- (a) Subject to sub-clause 17.8, an employee's banked flexidays shall not exceed:
 - (i) Four (4) banked flexidays.

17.10 Variation of hours

- (a) The Employer may vary starting and ceasing times to meet operational requirements in cases where work cannot be carried out during the usual spread of hours of 7.00 am and 6.00 pm.
- (b) Employees whose starting and ceasing times have been varied by the Employer will be entitled to a loading of:
 - (i) 25% for those hours worked outside the usual spread of hours; or
 - (ii) 50% for those hours worked outside the usual spread of hours if work is required to start before 5.00 am or finishes after 8.00 pm.
- (c) The loading specified in sub-clause (b) shall not apply where the variation has been made by mutual agreement between the Employer and the staff member concerned.

18. Meal Breaks

18.1 Monday - Friday

- (a) Employees will be allowed a mid-day meal break of not less than 30 minutes without pay.
- (b) No employee will be required to work for more than five (5) hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five (5) hours have elapsed.
- (c) In cases where employees are required to work for more than five (5) hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six (6) hours have elapsed.
- (d) Where an employee is required to work for more than the period of five (5) hours specified in this sub-clause they will be paid at the rate of time and one half from the end of five (5) hours until the meal break occurs. Where overtime is worked contiguous with the day in question this payment will not be taken into account in the calculation of overtime.

18.2 Meal breaks during overtime Monday to Friday

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

18.3 Saturdays, Sundays or Public Holidays

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

18.4 Variation to meal breaks

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

19. Rest Breaks

- (a) Employees required to continue work after their normal hours must have a rest period of ten (10) consecutive hours before again starting work.
- (b) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours will be entitled to a rest period of ten (10) consecutive hours before again starting work.
- (c) Employees recalled to work after ceasing time who do not actually work for more than a total of four (4) hours are not entitled to the provisions of sub-clause (b) above.
- (d) Employees directed to resume or continue work without having their 10 hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty.
- (e) Where an employee is entitled to be absent for a rest period of ten (10) consecutive hours under sub-clauses (a) or (b), the employee will receive normal pay for the break for the hours that fall during the employee's normal hours of work Monday to Friday inclusive.
- (f) Rest periods are calculated from the time the employee is absent from work. The 10 hour rest break includes travel to and from work at whatever location.

20. Overtime**20.1 Requirement to work additional hours**

- (a) Subject to sub-clause (b), an Employer may require an employee to work reasonable overtime at overtime rates.
- (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 sub-clause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
 - (iii) the needs of the workplace or enterprise, 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,
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse the working of additional hours; and
 - (v) any other relevant matter.

20.2 Eligibility

- (a) Subject to clause 17 - Hours of Work, overtime will mean all authorised time worked before, after or beyond the normal hours of work.
- (b) An employee is not entitled to the payment of overtime where the employee agrees to forego overtime payments pursuant to subclause 30.4- Carer's Leave

20.3 Rate of payment

- (a) Unless otherwise specified in the Award, and subject to sub-clause (b) below, payment for all approved overtime will be paid at the following rates:
 - (i) Monday to Friday - time and one half for the first two hours and double time thereafter;
 - (ii) Saturdays - time and one half for the first two hours and double time thereafter, and all time after 12 noon at double time;
 - (iii) Sundays - double time;
 - (iv) Public Holidays - double time and one half;

provided that an employee who is occupying a position above Grade 12, will be paid overtime at Grade 12.4 rate.
- (b) Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four (4) hours, except where such overtime is continuous with overtime commenced on the previous day.
- (c) Where employees are required to work overtime both before and after their usual working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.
- (d) An employee working overtime and finishing work at a time when reasonable means of transport is not available shall be conveyed to their home within a reasonable time by the Employer.

20.4 Salary for overtime purposes

- (a) Unless specifically identified in this Award in relation to a particular provision, special rates or allowances will not be taken into consideration in the computation of overtime.

21. Call-Out

21.1 Employee required to leave home

- (a) These provisions will apply in circumstances when the employee is called back to work and is required to leave home and return to a work location.
 - (i) Employees called back to work after the usual ceasing time and before 6.00 a.m. on the next working day will be paid a minimum of four (4) hours at the appropriate overtime rates.
 - (ii) Any further call-outs within the four (4) hour period set by the first call are covered by the initial four (4) hour payment.
 - (iii) Call-outs after the initial four (4) hours are paid at the appropriate overtime rate for the actual time of the call out.

- (iv) Payment will be calculated from the time the employees leave home to attend the call-out until they return.
- (v) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

21.2 Call-out without employee leaving home

- (a) These provisions will apply where an employee is called at home and is able to resolve the issue without leaving home:
 - (i) The employee will be paid in 30 minutes segments at overtime rates under sub-clause 20.3 for the time it takes to resolve the issue.
 - (ii) If the employee is called more than once on the same issue, the time for calculating payment will commence from the first call and finish at the time the matter is resolved provided the gap between calls does not exceed three (3) hours.
 - (iii) If the gap is greater than three (3) hours, the matter will be regarded as a new issue.
 - (iv) If a person is called on another issue while the first issue remains unresolved, the time for calculating payment will end when the second issue is resolved, provided the gap between any calls does not exceed 3 hours.

22. Stand-By

22.1 Purpose

- (a) It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end, nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.
- (b) The term "stand-by" means the person is rostered to be contactable, and able to respond to a call-out within a reasonable time.

22.2 Stand-by payments

- (a) An employee rostered to stand-by will be paid at the following rates:
 - (i) Weeknights (exclusive of public holidays) - two (2) hours pay at single time
 - (ii) Saturdays, Sundays and public holidays - eight (8) hours pay at single time per 24 hour day.
 - (iii) Standing-by during weeknights will be deemed to
 - (A) Commence from ceasing hours of work (including continuous overtime) or rostered work on one day, and
 - (B) End at normal starting time on the next working day.
- (b) Stand-by time will not be computed as overtime but will be paid at single rates.

22.3 Overtime worked in conjunction with stand-by

- (a) Where an employee is required to do overtime whilst on stand-by the employee will be paid rates in accordance with the provisions of the clause 20 - Overtime, in addition to any standing-by payment.

23. Travelling Time

23.1 Definitions

- (a) For the purpose of this clause:
 - (i) "Sent temporarily to work away" means where employees are required to report to another work location for a specified period, which does not contemplate a permanent placement.

23.2 Entitlements

- (a) Employees sent temporarily to work away from their recognised office and required and approved to commence travel before 7.00 am or finish travel after 6.00 pm, will be entitled to payment at single time rates for all time occupied in travelling to and from the job in excess of one (1) hour for each journey.
- (b) Employees sent temporarily to work away from their recognised office who are required to work weekends including all public holidays, will be entitled to payment at single time rates for all time occupied in travelling to and from their final work location
- (c) Travelling time cannot be claimed as overtime

24. Declared Incident Conditions

24.1 Definitions

- (a) "Declared" the term does not include any declaration made under the SCA Corporate Incident Management Manual.
- (b) "Day shift" refers to employees who are rostered to start their normal hours of work sometime during the normal spread of hours.
- (c) "Incident" means
 - (i) bush fire emergency declared under Section 44 of the Rural Fires Act 1997, or
 - (ii) any other Incident declared by the Minister, or
 - (iii) a declaration by the Chief Executive that the entitlements of clause 24 -Declared Incident Conditions, will apply to staff engaged in managing the Incident.
- (d) "Incident Control" means the Incident management team including Group and Sector Commanders.
- (e) "Night shift" refers to employees who are required to work their normal hours outside the spread of hours of 7.00 am and 6.00 pm.
- (f) "Normal hours" refers to employees who are employed to work a 35 hours per week.
- (g) "Rest break" means the time between ceasing normal hours of work or Incident shift and commencing next period of work or Incident shift at the same or a different work location and includes all time spent on any travel between the work location(s) and where the rest break will take place, i.e. home or the accommodation provided by the SCA under sub-clause 24.4 below.
- (h) "Roster" means the scheduled work arrangements made by a Manager or Incident Controller during an Incident according to the nature of needs. Being rostered means that the SCA directs the person to work at a particular time and/or at a particular location. The term does not include employees' normal working arrangements.

- (i) "Shift" means the hours the employee is required to work during the Incident. There is no "shift work" as such applicable to the SCA under the Award.
- (j) "Site" means the location of an Incident.
- (k) "Site duty" means being engaged in on-ground Incident related activities
- (l) "Work arrangement" means the approved work pattern in which normal hours are worked.

24.2 Application and inconsistency with other provisions of the Award

- (a) The following conditions apply in circumstances where an Incident is declared and until such time as the declaration of the Incident is lifted.
- (b) Where the conditions in this clause are inconsistent with any other provisions of this Award, the provisions of this clause will prevail.
- (c) The operation of clauses 20 - Overtime, and 23 - Travelling Time, will be suspended at the time of the Incident being declared for those employees involved in the Incident unless otherwise provided in this clause.
- (d) The operation of clause 17 - Hours of Work, will be suspended at the time of the Incident being declared for those employees involved in the Incident. Any flexiday in credit at the time of the declaration or accrued during Incident work or were due to be taken during the Incident will be carried forward to the next settlement period. Such flexidays will not count toward the limit applicable to Flexiday accrual and must be taken at the earliest convenient time.
- (e) Calculation of any of the entitlements in this clause will be based on the employee's approved work arrangement that specifies normal commencement and finishing times in accordance with 35 hour week arrangements.
- (f) As soon as an Incident occurs, any person who is
 - (i) Rostered for Incident duties on behalf of the SCA;
 - (ii) Rostered for fire fighting duties by Incident Control; or
 - (iii) Directed or rostered to undertake operational or administrative tasks associated with the Incident,must keep a diary using the Incident Activities Diary form.
- (g) When an employee is rostered for Incident duties, the duties will start from the site or work location at which the employee is rostered to work, and finish at the end of the rostered time at that site or work location except in circumstances where the employee is required to travel to another site or work location in which case the work will finish at the last site or work location.
- (h) Subject to sub-clause 24.6 below, employees may only be required to work a maximum of twelve hours on site.

24.3 Rest breaks and fatigue management

- (a) The health, safety and well-being of employees is of utmost importance to the SCA. It is the responsibility of the Manager or Incident Controller or nominee to ensure that reasonable shifts and rest breaks are adhered to.
- (b) Work arrangements and rosters must ensure that employee have appropriate rest periods when working under fire related emergency conditions. To this end, this Award provides the framework for rostering arrangements and prescribes limits to work arrangements, including

prescribed rest breaks. While the Award provides compensation for situations where an employee is not allowed a ten (10) hour break between shifts, this provision is not designed to be used to negate the obligation to afford a ten (10) hour rest break.

- (c) It is important to manage fatigue as it increases the risk of injury, reduces awareness and decision making capacity.
- (d) Managers/Incident Controllers need to exercise duty of care in making staffing arrangements in response to an Incident. Fatigue management must be a key consideration in rostering an employee for Incident related work:
 - (i) In order to manage fatigue, Managers/Incident Controllers should ensure that employees adhere to their rostered hours, cease work and have adequate rest breaks.
 - (ii) A Manager or Incident Controller would need to consider removing an employee from the roster in order to manage fatigue.
 - (iii) Employees have an obligation to inform their Manager/Incident Controller if they feel that fatigue impacts on their health and well-being and ability to continue work on-ground Incident related tasks.

24.4 Provision of accommodation

- (a) Where it is the view of an employee that it is not possible or feasible for the employee
 - (i) To return home at the end of the shift for a rest break before the commencement of the next shift, or
 - (ii) To recommence work at the employee's normal place of work,

the employee may request the Manager or Incident Controller to make arrangements for the provision of suitable accommodation.
- (b) The Manager or Incident Controller in making a decision in this regard, will have regard to
 - (i) The length and location of the rostered work,
 - (ii) The requirement for a ten (10) hour rest break before the next roster or return to the employee's normal work location,
 - (iii) The distance to the employee's home,
 - (iv) Fatigue management requirements, and
 - (v) Availability of suitable accommodation.
- (c) The request will not unreasonably be refused.

24.5 Call-out

- (a) An employee who is not rostered for work and is called back to work at an Incident after finishing work will be paid a minimum of four (4) hours at the appropriate overtime rates.
- (b) Payment will be calculated from the time the employee leaves home or the accommodation provided by the SCA to attend the call-out until they return to home or to the accommodation provided by SCA.
- (c) Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

24.6 Entitlements

24.6.1 Incident Control, operational and support functions

- (a) The following provisions will apply to all employees required to work in Incident Control, operational and administrative support functions:
- (i) Employees may be rostered to work in either
- (A) Normal hours (i.e. seven (7) hrs per day) for a continuous period not exceeding twelve (12) days (including work on Saturdays, Sundays or Public Holidays);
- (B) Up to twelve (12) hours per shift (normal hours and overtime) plus handover briefing and debriefing for a maximum of five (5) days provided that
- (1) These employees must have a ten (10) hour rest break between finishing work on one day and commencing work next;
- (2) After each five (5) consecutive days worked on a twelve (12) hour shift, employees must have two (2) rest days (unpaid); and
- (3) Overtime will be paid in accordance with sub-clause 20.3.
- (C) In accordance with night shift provisions at sub-clause 24.6.4;
- (D) In accordance with 7-day roster provisions at sub-clause 24.6.3; or
- (E) A mix of site and non-site related duties in which case the relevant site duty provisions will apply.
- (b) Employees rostered to work without having their ten (10) hour rest break will be paid at time and one half for the first two hours and double time thereafter from the commencement of the next shift until they are released from duty. They will then be entitled to be absent for a rest break of ten (10) consecutive hours without loss of pay if the ten (10) hours or part thereof fall on a normal workday.

24.6.2 Site duties - First 24 hours

- (a) The first shift falling within or following the declaration of an Incident may extend to a maximum of sixteen (16) hours. Hours include normal hours of work and continuous overtime hours. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).
- (b) In the above circumstances, an employee will be entitled to be paid for hours worked as follows
- (i) Double time (normal pay plus single pay) for all continuous hours worked on week days; and
- (ii) Double time and a half for all continuous hours worked on Saturdays, Sundays and Public Holidays.
- (c) Payment under this sub-clause will be regarded as overtime for relevant purposes.
- (d) Following a sixteen (16) hour shift, the employee must have a ten (10) hour rest break before returning to normal hours or work on a shift without loss of pay. Ten (10) hours

include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.

- (e) For full-time employees, normal salary (single time) is paid if the ten (10) hour rest break (or part thereof) falls between the span of hours of 7.00 am and 6.00 p.m. Monday to Friday. Part-time employees will be entitled to receive payment if they would have worked on that day.

24.6.3 Site duties - 7 day roster

- (a) The following provisions apply to an employee who completes a 7-day roster to work in relation to an Incident with the pattern of
 - (i) Three (3) consecutive shifts (maximum of twelve (12) hours per shift);
 - (ii) One (1) day (24 hours) paid rest day; the employee will be paid a normal day's pay at single rates regardless of day of week on which the rest day falls; and
 - (iii) Three (3) consecutive shifts (maximum of twelve (12) hours per shift).
- (b) Employees, who have completed a 7-day roster in accordance with the above, must have two (2) days off prior to returning to normal work or on site work. Such days off will be unpaid, regardless of the day of the week on which the days fall. However, an employee may elect to take flexiday(s) due if the rest break falls on a day during Monday to Friday.
- (c) If the 7-day roster includes night shift, payment will be made in accordance with sub-clause 24.6.4(b). In all other circumstance the relevant penalty rates under sub-clause 20.3 - Overtime, will apply to overtime.
- (d) Following the completion of rostered hours (including continuous overtime), employees must have a 10-hour rest break before returning to normal hours or another shift. These ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.
- (e) Employees directed to resume or continue work without having their ten (10) hour rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten (10) consecutive hours without loss of pay if the rest break falls on a day between Monday to Friday.

24.6.4 Site duties - night shift

- (a) An employee cannot
 - (i) Be rostered on night shift on any day when normal hours have been worked on the day when the night shift commences;
 - (ii) Return to normal hours on the same day on which a night shift finishes; or
 - (iii) Be rostered on another shift before a 10-hour break is taken between the shifts.
- (b) An employee rostered to work normal hours as night shift will be entitled to be paid as follows:
 - (i) Night shift during the period commencing between 6.00 pm and 11.59 pm Monday to Friday - double time for all continuous hours worked on a shift (normal pay plus single pay).

- (ii) Night shift during the period commencing between 6.00 pm and 11.59 pm on Saturday, Sunday or a Public Holiday - double time and a half for all continuous hours worked on a shift (normal pay plus single pay and a half).
- (c) Payment is regarded as overtime for relevant purposes.
- (d) Employees must have a 10-hour rest break between shifts or before returning to normal hours without loss of pay if the break falls on a weekday. Ten (10) hours include all time spent on any travel between the site and home or the accommodation provided by the SCA under sub-clause 24.4 above.

24.6.5 Meal breaks and meal allowances

- (a) No employee shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break. Where meals are provided to an employee on the ground and eaten in conjunction with Incident duties, no deduction will be made from pay.
- (b) Employees will be entitled to be paid meal allowances provided under sub-clause 41(b) as follows:
 - (i) If day shift and continuous overtime finishes after 6.00 pm but before midnight - meal 3,
 - (ii) If day shift and continuous overtime finishes after midnight but before 6.00 am the next day - meals 3 and 2
 - (iii) If day shift or night shift and continuous overtime finishes after 6 am the next day - meals 3 and 2 and 1.

24.6.6 Travelling time

- (a) "Travelling time" for the purposes of this clause means the period of travel between the employee's home and site duty or from site duty to the employee's home.
- (b) Travelling time will be paid at the employee's normal pay at single rate.
- (c) Travelling time cannot be claimed as overtime.
- (d) Travelling time is part of the rest break.

PART V - LEAVE AND PUBLIC HOLIDAYS

25. Public Holidays

25.1 Entitlements

- (a) Employees are entitled to be absent on full pay for all public holidays proclaimed as such for the state of New South Wales or the County of Cumberland (except the first Monday in August).
- (b) Employees will also be entitled to one additional day, which they may elect to take either:
 - (i) Between Christmas Day and New Years Day; or
 - (ii) The Union Picnic Day.
- (c) The Union Picnic Day will occur on or before the first Monday in November of each year or another date to be approved by the Employer.

- (d) Part-time employees shall be entitled to be absent on full pay on public holidays, provided that the public holiday falls on a day that the employee is scheduled to work.
- (e) Payment will only be made if the employee is at work for the full day, or on approved absence, on both their scheduled working days immediately before and after the public holiday.
- (f) Employees will be regarded as having worked when they are on:
 - (i) Recreation leave on full pay;
 - (ii) Flexidays off;
 - (iii) Study leave;
 - (iv) Union training leave;
 - (v) Approved sick leave with or without pay;
 - (vi) When the job has been closed by the Employer for reasons other than industrial action; and
 - (vii) Leave without pay (provided the Public Holiday falls within the first fourteen (14) calendar days of the leave).
- (g) Public holidays occurring during periods when an employee is on long service leave shall not be counted as part of the long service leave
- (h) Where a five (5) day week is worked, no payment shall be made for holidays observed on a Saturday or Sunday.

26. Recreation Leave

26.1 Entitlement

- (a) Permanent full-time employees receive twenty (20) working days (four (4) weeks) recreation leave, for each year of service.
- (b) Part-time and temporary employees will be entitled to recreation leave on a pro-rata basis.
- (c) During the year, recreation leave accrues on a proportional basis.
- (d) For the purpose of calculating recreation leave, any period in excess of seven (7) working days during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service, except for employees referred to in sub-clause (e) below.
- (e) Any employee who is:
 - (i) An accredited delegate of the union/association contained in the clause 3 - Definitions, of this Award;
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee; or
 - (iii) A member of a consultative committee, and
 - (iv) Who takes leave without pay to attend Union business, will not lose any rights which accrue under this clause.

26.2 Taking of leave

- (a) Recreation leave shall be taken at a time convenient to the Employer.
- (b) All full time employees are required to take their twenty (20) day recreation leave within six (6) months of its accrual date, part-time employees on a pro-rata basis, unless they have the written permission of an authorised employee to defer their leave. Employees shall take leave to ensure that the maximum entitled annual leave balance shall be no more than 40 days (or pro rata equivalence for part time work) by the end of May and November each year which will be known as the six monthly balance review periods.
- (c) Unless it is not practical, or there are exceptional circumstances, employees should seek approval of their leave application at least one (1) month before the date from which the leave is to commence.
- (d) If no application for leave is received before the commencement of leave, leave will be taken as Leave without Pay unless the employee provides acceptable reasons to the Chief Executive.
- (e) The Employer may direct an employee, by the giving of four (4) weeks notice, to take the balance of their current year's entitlement.

26.3 Conserved leave

- (a) The Chief Executive may approve the taking of conserved leave on request from an employee where the employee demonstrates the need for leave in excess of the leave days otherwise available to the employee.
- (b) Recreation leave deemed to be conserved (less already taken) will be paid out on termination of service at the employee's pay point most paid during the twelve (12) months immediately prior to termination date, but in any case at a rate no less than the employee's substantive pay point.

26.4 Payment for leave

- (a) Recreation leave will represent time off work, and in no case shall an employee receive two (2) pays for the same day.
- (b) Employees are entitled to be paid in advance for their period of leave on request. Where an employee has given notice that they require their leave to be paid in advance, and through the fault of the Employer, this has not occurred, the employee will be entitled to:
 - (i) A maximum of two (2) hours ordinary pay; and
 - (ii) Reasonable fares for collecting their pay once leave has commenced.
- (c) Upon termination, employees will receive the monetary value of their untaken leave balance.
- (d) Recreation leave will be paid at the pay point most paid during the twelve (12) months immediately before the date of termination but in any case at a rate no less than the employee's substantive pay point

27. Recreation Leave Loading

27.1 Entitlement

- (a) For the purposes of calculation, a leave year is from 1 December one year to 30 November the next year, and the amount paid will be in respect of each calendar year completed.

- (b) The rate of leave loading is 17.5% of up to four (4) calendar week's recreation leave provided that the maximum monetary amount of leave loading will not exceed the value of the leave loading for pay point 2 of Grade 14.
- (c) Leave loading is paid only once for a leave year.
- (d) The monetary value of the leave loading will be paid in the first pay in December each year.
- (e) Loading is not paid: -
 - (i) On resignation,
 - (ii) Where the employee has been dismissed by the Employer for serious misconduct,
 - (iii) Upon the death of an employee,
 - (iv) In respect of broken periods of service, or
 - (v) To employees regarded as trainees on full time courses at Universities.

28. Long Service Leave

28.1 Definitions

- (a) The term "days" shall include all days, excluding Saturdays and Sundays the employee would have been normally scheduled to work. Public holidays that fall whilst an employee is on a period of long service leave will be paid and not debited from an employee's leave entitlement.
- (b) The term "service" for purposes of this clause means all periods of broken service of employment recognised under the *Public Sector Employment and Management Act 2002*, or the *Public Sector Management Act 1988*, employment with the Sydney Water Corporation including its predecessors and employment with the SCA.
- (c) "Net service" means recognised service less any period of unpaid leave in excess of 10 days, subject to sub-clause 29.14 - Sick Leave Without Pay.

28.2 Entitlement

28.2.1 Full-time employees

- (a) Full-time employees receive 44 days long service leave after ten (10) years of continuous net service.
- (b) After completion of the first ten (10) years of continuous service, long service leave will accrue, on a daily basis, at the rate of 10.9 days per year.
- (c) From the commencement date of this Award, employees with 7 years or more service will be entitled to take or be paid out on resignation long service leave in the usual manner.

28.2.2 Part-time employees

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

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

28.2.3 Casual employees

- (a) Casual employees are entitled to long service leave on a proportional basis on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

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

28.3 Taking of leave

- (a) Long service leave may only be taken at a time convenient to the Employer.
- (b) Accrued long service leave may be taken on full pay (i.e. one day's pay for one day's leave) or on half pay (i.e. half a day's pay for one day's leave).
- (c) Unless there are exceptional circumstances or where it is not practical, employees shall seek approval of their leave application at least one (1) month of the date from which the leave is to commence.

28.4 Accrual of leave

- (a) Long service leave is fully accumulative.
- (b) Long service leave accrues whilst employees are on any type of paid leave.
- (c) Any employee who is:-
- (i) An accredited delegate of the union/association contained in clause 3 - Definitions, of this Award; or
 - (ii) Elected to a Committee of Management or Welfare and Emergency Fund Committee,
 - (iii) Member of Consultative Committee, and
 - (iv) Who takes leave without pay to attend Union business
- will not lose any rights which accrue under this clause.

28.5 Pro-rata entitlement on termination

- (a) Employees who have completed between five (5) and less than seven (7) years continuous service and whose services are terminated in the circumstances set out in sub-clause (b) below, are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three (3) months leave for fifteen (15) years of service. There is no requirement for an employee with seven (7) or more years of service to have been terminated or resign due to one of the requirements of sub clause (b) to claim an entitlement.
- (b) Employees are entitled to payment of a proportional amount of long service leave where their services are terminated:
- (i) By the Employer for any reason other than serious and wilful misconduct;
 - (ii) By the employee because of illness, incapacity, domestic or other pressing necessity;
 - (iii) Due to the death of the employee; or

- (iv) Due to work not being available at the pay point to which the employee has been appointed and where the only alternative employment with the Employer is at a lower pay point.

28.6 Payment for leave

- (a) Long service leave will be paid at the rate prescribed for the pay point most paid during the twelve (12) months immediately prior to commencing such leave or ceasing duty in the Employer's service, but in any case at no less than the employee's substantive rate at time of taking leave.

29. Sick Leave

29.1 Purpose of sick leave

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

29.2 Amount of leave

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

29.3 First year of service

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

29.4 Part-time employees

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

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

29.5 Temporary employees

- (a) Temporary employees are entitled to sick leave on a pro rata basis.

29.6 Taking of sick leave

- (a) Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity which has not been caused by their own misconduct.

29.7 Notice of illness

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

29.8 Provision of medical certificate

- (a) A medical certificate must be supplied to the Employer for an absence of sick leave of four (4) or more consecutive days.
- (b) An employee with less than twelve (12) months' service who is absent on sick leave for any period, may be required by the Employer to submit a medical certificate showing the nature of the illness.
- (c) These provisions do not restrict the Employer from directing employees to provide medical certificates for any period of sick leave.
- (d) The term "medical certificate" includes the following:
 - (i) Where the absence is for a period of one week or less, a certificate issued by a dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo-facial surgeon or, at the discretion of the Chief Executive, another registered health service provider;
 - (ii) When the absence exceeds one week, and unless the registered health service provider is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

29.9 Supplement to workers compensation payments

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

29.10 Payment for sick leave

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

29.11 Illness whilst on recreation or long service leave

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

29.12 Workers compensation

- (a) Workers compensation will be in accordance with the relevant workers compensation legislation.

29.13 Claims other than workers compensation

- (a) If the circumstances of any injury to or illness of a employee give rise to a claim for damages or to compensation, other than compensation under the Workplace Injury and Illness Management Act or Work Health and Safety Act, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-
 - (i) Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the SCA to the employee; and
 - (ii) In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the SCA the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a employee who refuses or fails to complete an undertaking, except in cases where the Chief Executive is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to the SCA of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay, shall be restored to the credit of the employee.

29.14 Sick leave without pay

- (a) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.
- (b) Sick leave without pay, which does not exceed six (6) months, counts as service for the accrual of long service leave for employees with ten (10) years or more of service.
- (c) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

30. Carer's Leave**30.1 Use of sick leave**

- (a) An employee with responsibilities in relation to a family member set out in sub-clause (d) below, who needs the employee's care and support, shall be entitled to use, in accordance with this provision, any current or accrued sick leave credits for absences to provide care and support for such persons when they are ill.

- (b) Such leave may be taken for part of a single day.
- (c) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (d) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (A) A spouse or former spouse of the employee;
 - (B) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee;
 - (C) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or the de facto spouse of the employee;
 - (D) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic dwelling. In this context, "affinity" means that one spouse or partner has to the relatives of the other.
- (e) An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship with 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.

30.2 Leave without pay for carer's leave purposes

- (a) An employee may elect, with the consent of the Employer, to take leave without pay for the purpose of providing care and support to a member of a class of person set out in sub-clause 30.1(d)(ii) who is ill.

30.3 Annual leave taken for carer's leave purposes

- (a) An employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten (10) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Notwithstanding the provision of sub-clause 27.1(c) - Leave Loading, the employee and the Employer may agree to the payment of the full annual leave loading, if available, when the employee takes annual leave days for purposes of carer's leave.
- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

30.4 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with sub-clause (a) above, 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.

30.5 Make up time

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, an employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

30.6 Flexidays off

- (a) Notwithstanding the provisions of clause 17 - Hours of Work, for the purposes of carer's leave, an employee may elect, with the consent of the Employer, to take -
 - (i) A flexiday off at any time; and
 - (ii) Flexidays off in part day amounts.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all Flexidays off for the purposes of creating a bank to be drawn upon for carer's leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

31. Family and Community Service Leave

31.1 Purpose

- (a) The Chief Executive may grant to an employee some, or all of their accrued FACS leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- (b) Such cases may include but not be limited to the following:
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) 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;
 - (iii) Emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities or attending child's school for emergency reasons

- (v) Attendance at court by an employee to answer a charge for a criminal offence, only if the Chief Executive considers the granting of FACS leave to be appropriate in a particular case;
 - (vi) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; and
 - (vii) Absence during normal working hours
 - (A) To attend meetings, conferences; and
 - (B) To perform duties associated with holding office in Local Government, and which duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) "Family" or "relative" used here means:
- (i) A spouse or a former spouse of the employee; or
 - (ii) A de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (iii) A child or an adult son or daughter (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 of the spouse or of the de facto spouse of the employee; or
 - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) A person related by blood, marriage, affinity or Aboriginal kinship structures and living in the same domestic arrangement. In this context, "affinity" means that one spouse or partner has to the relatives of the other.

31.2 Entitlement

- (a) The maximum amount of FACS leave on full pay which may be granted to an employee is as follows:
 - (i) New employees
 - (A) An employee will be credited with 2 ½ days of FACS leave at the commencement of service with the SCA, and
 - (B) On completion of the first year of service, the employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
 - (C) After the completion of two (2) year's continuous service, the available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee,

whichever is the greater of sub-clauses (B) and (C) above.
 - (ii) Employees employed in the SCA at the time this Award comes into operation:

- (A) An employee may be granted five (5) of the employee's working days as FACS leave in any period of two (2) years; or
- (B) The available FACS leave is determined by allowing one (1) day's leave for each completed year of service less the total amount of short leave or FACS leave previously granted to the employee;

whichever is the greater of sub-clauses (A) and (B) above.

- (b) Part-time employees - pro rata.
- (c) If the available FACS leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional FACS leave, if some other emergency arises. On the death of a person defined in clause 30- Carer's Leave, additional paid FACS leave of up to two (2) days may be granted on a discrete, per occasion basis to a employee.

31.3 Carer's Leave and Family & Community Service leave

- (a) In cases of illness of a family member as defined under sub-clause 30.1(d)(ii) - Carer's Leave, should be used.

31.4 Other leave

- (a) The Chief Executive may grant employees other forms of leave such as accrued recreation leave or time off in lieu and so on for FACS leave purposes.
- (b) Notwithstanding the provisions of sub-clauses 17.7 and 17.8, an employee may elect, with the consent of the Employer, to accrue some or all flexidays off for the purposes of creating a bank to be drawn upon for FACS leave purposes at a time mutually agreed between the Employer and employee, or at reasonable notice by the employee or the Employer.

32. Maternity Leave

32.1 Entitlements

32.1.1 Paid maternity leave

- (a) For the purposes of this clause "weeks" means calendar weeks.
- (b) A full 40-week continuous period of employment determines the employee's eligibility for purposes of maternity leave entitlements.
- (c) A female employee who has completed forty (40) weeks' continuous service (as recognised by the Employer) prior to the birth of her child is eligible for:
 - (i) Fourteen (14) weeks leave on full pay; or
 - (ii) Twenty eight (28) weeks leave on half pay.
- (d) Where there has been a break in service, i.e. the employee has left the organisation and later been re-employed another forty (40) weeks' continuous service must be completed in order to become eligible for paid maternity leave.
- (e) Unless there has been a break in service as described in (d) above, an employee who has met the conditions for paid maternity leave once, will not be required to again work the forty (40) weeks' continuous service in order to become eligible for another period of paid maternity leave.

- (f) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the initial forty (40) weeks.

32.1.2 Unpaid maternity leave

- (a) A female employee is entitled to unpaid maternity leave when a medical certificate verifying her pregnancy and expected date of birth accompanies her leave application.
- (b) Employees eligible for maternity leave will be entitled to the equivalent of twelve (12) months unpaid maternity leave after the actual date of birth of the child. The twelve (12) month maternity leave entitlement may be taken as follows:
 - (i) On a full-time basis, for up to a maximum of twelve (12) months, from the child's date of birth; or
 - (ii) On a part-time basis, up to a maximum of two (2) years, from the child's date of birth; or
 - (iii) Combinations of full-time and part-time leave, provided that no more than twelve months' (full-time equivalent unpaid) maternity leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday.
- (c) The total amount of maternity leave will conclude prior to the child's second birthday.
- (d) Sick leave is not available during the unpaid period of maternity leave after the birth.

32.1.3 Notice of expected date of birth, amount of leave and return to work

- (a) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth.
- (b) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (c) The amount of maternity leave may be varied, provided that the total period of maternity leave does not exceed the maximum leave available under sub-clause 32.1.2, as follows:
 - (i) The employee may apply in writing, giving fourteen (14) days notice, to extend the period of maternity leave. This can only be done once.
 - (ii) The period of maternity leave may, with the consent of the Manager, be shortened provided that the employee gives fourteen (14) days notice.
- (d) Employees must confirm, in writing, their intention to return to work at least four (4) weeks prior to the date of return.
- (e) An employee's paid recreation leave or long service leave entitlements may be taken instead of, or in addition to, unpaid maternity leave.

32.1.4 Taking paid maternity leave

- (a) Paid maternity leave can commence anytime from nine (9) weeks before the expected date of birth, up to the actual date of birth, or in the period following confinement.
- (b) Paid maternity leave is not available any earlier than nine (9) weeks before the expected date of birth, provided that if an employee gives birth prematurely and this occurs before

she was to commence her maternity leave, she will be regarded as immediately on maternity leave from the date she takes leave to give birth.

32.1.5 Payment for maternity leave

- (a) Payment for maternity leave is at the rate applicable when maternity leave is taken.
 - (i) A full time employee will be paid at their normal rate of pay.
 - (ii) A part-time employee employed under sub-clause 5.1.4(a) will be paid at the employee's usual rate of pay.
 - (iii) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) immediately prior to taking maternity leave will be paid at the employee's usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the hours specified in the approved part-time work arrangement immediately prior to taking paid maternity leave.
 - (iv) A part-time employee who has completed forty (40) weeks continuous part-time service pursuant to sub-clause 5.1.4(b) and reduces the part-time hours immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the usual rate of pay applicable under the approved part-time arrangement prior to the reduction in the hours.
 - (v) Where a full-time employee who has completed forty (40) weeks continuous full-time service converts to part-time employment under sub-clause 5.1.4(b) immediately before taking maternity leave for reasons relating to the pregnancy, the employee will be paid at the full-time rate.
 - (vi) Where a full-time employee takes part-time LWOP in accordance with clause 39, the employee will be paid as follows:
 - (A) If the period of part-time LWOP is at least forty (40) weeks immediately prior to taking maternity leave, the employee will be paid at the rate most paid during that period;
 - (B) If the period of part-time LWOP is for a period of less than 40 weeks immediately prior to taking maternity leave, the employee will be paid at the full-time rate.
- (b) A full-time employee who becomes pregnant and is eligible for further maternity leave during a period of part-time maternity leave, will be paid maternity leave at the full-time rate.
- (c) A staff member who commences a subsequent period of maternity leave for another child within 24 months of commencing an initial period of maternity leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

- (d) Leave can be paid as follows:
 - (i) As a lump sum in advance; or
 - (ii) On a normal pay basis at either fully pay or half pay; or
 - (iii) In a combination of full and half pay.

32.2 Other Conditions

32.2.1 Pregnancy related illness, miscarriage, still birth, or death of new born

- (a) The term "miscarriage" refers to the loss of an unborn child during the first twenty (20) weeks of the pregnancy.
- (b) The term "still birth" refers to a birth whereby the child is born dead and the death occurs after the first twenty (20) weeks of the pregnancy.
- (c) In the event of a still birth occurring within nine (9) weeks of the expected date of confinement, an employee who is eligible for fourteen (14) weeks paid maternity leave will still be entitled to this leave. A medical certificate must be presented.
- (d) If the miscarriage or still birth occurs before this time, the employee will be entitled to take sick leave for the period a doctor recommends as necessary.
- (e) Where an employee chooses not to take paid sick leave, she will be entitled to unpaid "special maternity leave" for the period a doctor deems necessary. This leave will be treated as maternity leave.
- (f) If the newborn child dies while the employee is on paid maternity leave, the entitlement remains.
- (g) If because of an illness or risk associated with pregnancy, an employee is unable to continue to work, then she may elect to take any available paid leave (sick, recreation or long service leave) or to take sick leave without pay provided
 - (i) Where an employee not yet on maternity leave suffers illness related to pregnancy, and she has already exhausted her paid sick leave credits, she may take further unpaid leave for the duration her doctor certifies necessary. This leave will be known as special maternity leave.
- (h) Subject to the consent of their Manager and based on the demands of the business, notwithstanding the provisions of clause 17 - Hours of Work, pregnant employees will be allowed to vary starting and finishing times provided they work the normal weekly hours for which they are employed.

32.2.2 Right of return to former position

- (a) An employee returning from maternity leave, whether maternity leave had been taken full-time or part-time or a combination of thereof, will be entitled to return to her former position, including one which is redesigned during the maternity leave period.
- (b) The employee has a right to return part-time or full-time, provided that if the employee returns part-time, the provisions contained in sub-clauses 5.1.4(b)(iii) and 5.1.4(c) will apply.
- (c) If the former position has been abolished, the employee shall be transferred to a position at the same level of responsibility and pay and where practicable, at the former location. Transfer to that position does not diminish the employee's right to return part-time.

- (d) If the former position has been relocated, an employee has a right to return to her former position at the new location. Transfer to that location does not diminish the employee's right to return part-time.
- (e) In cases where an employee had been temporarily transferred to a "safe" job during her pregnancy, "former position" will mean the position occupied by the employee before the transfer.

32.2.3 Temporary transfer to a "safe" job

- (a) If, because of an illness or risk associated with the pregnancy, an employee cannot carry out the essential duties of their position, the employee will be temporarily transferred to a more suitable position.
- (b) The position will be as close as possible in status and pay to the substantive position.
- (c) If there is no "safe" job available, the employee may, or the Employer may require the employee to, take leave for the period certified as necessary by a doctor. Such leave is to be treated as maternity leave for these purposes.

32.3 Effect of maternity leave on all types of leave

- (a) Paid maternity leave will count as service for the purposes of calculating all types of leave entitlements provided that part-time maternity leave will count as service on a pro-rata basis for the purposes of calculating recreation leave.
- (b) Although unpaid maternity leave does not count as service for the purposes of calculating leave entitlements, it will not mean a break in the continuity of an employee's service.

32.4 Employees entitled to maternity leave shall also have an additional entitlement as set out in Schedule 5

33. Adoption Leave

33.1 Definitions

- (a) "Adoption leave" means leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of eighteen (18) years (other than a child who has previously lived continuously with the employee for a period of at least six (6) months or who is a child or step-child of the employee or of the employee's spouse).
- (b) "Spouse" includes a de facto spouse and same sex partner.

33.2 Entitlements - paid adoption leave

33.2.1 Paid short adoption leave

- (a) Paid adoption leave available to eligible employees, commencing from the date of placement of the child is either:
 - (i) Where the employee is the primary care giver, the maximum entitlements available are either:
 - (A) Unbroken period of fourteen (14) weeks at full pay; or
 - (B) Unbroken period of twenty eight (28) weeks at half pay.
 - (ii) If the child is aged 1-18 years old, the maximum entitlements available are either:
 - (A) Unbroken period of three (3) weeks at full pay; or

(B) Unbroken period of six (6) weeks at half pay

- (b) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.
- (c) Only one person in a family can be nominated as primary care giver at any one time.

33.2.2 Eligibility

- (a) Paid adoption leave is available to employees who have completed twelve (12) months continuous service as recognised by the Employer, prior to the child being placed in their care. For the purposes of this clause "week" shall mean calendar week.
- (b) Paid adoption leave can commence from the date the child is placed in the employee's care.
- (c) When there has been a break in service whereby the employee has left the organisation and later been re-employed, another twelve (12) months continuous service must be completed in order to qualify for paid adoption leave.
- (d) Unless there has been a break in service as described above, an employee who has met the conditions for paid adoption leave once, will not be required to again work the twelve (12) months continuous service in order to qualify for further periods of paid adoption leave.
- (e) Periods of leave without pay do not constitute a break in the continuity of service. However, the period of leave without pay is not included in determining the twelve (12) months.

33.2.3 Notices and documents required to be given to Employer

- (a) Employees must notify in writing, within fourteen (14) days of the expected date of placement, or where not practicable, as soon as they are aware of the date, their intention to take short adoption leave and the expected date of commencement of such leave.
- (b) Notification and application for adoption leave must be supported by documentary evidence from either the adoption agency or government authority certifying the intended adoption.

33.2.4 Payments for leave

- (a) Full time employees will be paid at their normal rate of pay.
- (b) Part-time employees will be paid at their usual rate of pay. For the purposes of this clause "usual rate of pay" will mean the amount paid for the contracted hours immediately prior to taking adoption leave.
- (c) Leave can be paid as follows:
 - (i) As a lump sum in advance
 - (ii) At their normal pay point at either full pay or half pay; or
 - (iii) In a combination of full and half pay.
- (d) Full-time employees who complete at least forty (40) weeks' continuous service and then transfer to part-time employment immediately before taking adoption leave, will be paid at their equivalent full-time rate.

- (e) If the period of part-time employment immediately before adoption leave is 40 weeks or more, the employee will be paid as a part-time employee.
- (f) A staff member who commences a subsequent period of adoption leave for another child within 24 months of commencing an initial period of adoption leave will be paid:
 - (i) At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 months period; or
 - (iii) At a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

33.3 Entitlements - unpaid adoption leave

33.3.1 Unpaid extended adoption leave

- (a) Employees will be entitled to unpaid adoption leave from the date of placement of their child.
- (b) Employees who seek leave for an extended period when adopting a child may be granted unpaid leave of absence for up to twelve (12) months from the date of placement of the child. Leave may be taken as follows:
 - (i) On a full-time basis, up to twelve (12) months from the date of placement of the child; or
 - (ii) On a part-time basis, up to a maximum of two (2) years from the date of placement of the child; or
 - (iii) A combination of full-time and part-time leave, whereby, no more than twelve (12) months' adoption leave on a full-time basis is taken and the balance taken part-time will conclude before the second anniversary of the child being placed.
- (c) Other forms of paid leave may be taken as special adoption leave for the purposes of attending any compulsory interviews necessary during the adoption process. Appropriate documentation will need to be provided to certify that the absence is for this purpose.

33.3.2 Conditions

- (a) During an employee's absence on unpaid adoption leave, paid sick leave will not be available.
- (b) Recreation leave or long service leave may be taken in conjunction with, or in lieu of, unpaid adoption leave. In these circumstances, if the employee's return to work is more than twelve (12) months after the adoption of the child, the right to return to their former position is no longer guaranteed.

33.3.3 Notices and documents required to be given to Employer

- (a) Employees must give at least ten (10) weeks' notice, or where not practicable, as practicable after the employee is notified of the expected date of placement of the child in writing:
 - (i) Of the dates on which the employee proposes to start and end the period of leave;

- (ii) If applicable, the period of any adoption leave sought or taken by his or her spouse; and
 - (iii) That the employee is seeking that period of adoption leave to become the primary caregiver of a child.
- (b) An employee must notify the Employer of any change in the information provided under this section within two (2) weeks after the change.

33.3.4 Right of return to former position

- (a) Provided an employee returns to work within twelve calendar (12) months of placement of their child, they will be entitled to return to their former position, including one which is redesigned during the adoption leave period.
- (b) If the employee's former position has been abolished they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

33.3.5 Variation of adoption leave

- (a) Provided that the total period of adoption leave does not exceed the maximum leave available under sub-clauses 33.2.1 and 33.2.2, the employee may apply in writing, giving fourteen (14) days notice, to extend the period of adoption leave. This can only be done once.
- (b) The period may only be further lengthened by agreement between the employee and the Employer.
- (c) The period of adoption leave may be shortened with the consent of the Employer provided the employee seeks approval fourteen (14) days in advance.

33.4 Effect of adoption leave on other leave entitlements

- (a) Paid adoption leave will count as service for the purposes of calculating all leave entitlements.
- (b) Adoption leave at half pay will count as service on a pro-rata basis for the purposes of calculating all leave entitlements.
- (c) Although unpaid adoption leave will not count as service for the purposes of calculating any leave entitlements, it will not mean a break in the continuity of an employee's service.

33.5 Employees entitled to adoption leave shall also have an additional entitlement as set out in Schedule 5

34. Parental Leave

34.1 Entitlements

- (a) Employees will be eligible for parental leave when a medical certificate verifying their partner's pregnancy and expected date of birth accompanies their leave application.
- (b) Employees eligible for parental leave will be entitled to a maximum of twelve (12) months' unpaid parental leave, following the birth of their child.
- (c) Employees will be granted one (1) weeks paid leave following the birth of their child.

- (d) Employees must give the Employer at least ten (10) weeks written notice of the expected date of birth of their child.
- (e) Employees must give four (4) weeks written notice of the commencement date and the amount of leave sought.
- (f) Employees must confirm in writing their intention to return to work at least four (4) weeks prior to the date of return.
- (g) The leave can be taken as follows:
 - (i) An unbroken period of up to one week at the time of the child's birth, and
 - (ii) A further unbroken period of up to 51 weeks, or on a part-time basis up to the child's second birthday.
- (h) The maximum entitlements available under this provision are as follows
 - (i) On a full-time basis up to twelve (12) months, from the child's date of birth; or
 - (iii) On a part-time basis up to a maximum of two (2) years from the child's date of birth; or
 - (iii) A combination of full-time and part-time leave, provided that no more than twelve (12) months' parental leave on a full-time basis is taken, and that the balance taken part-time will conclude before the child's second birthday.
- (i) Recreation leave or long service leave may be taken instead of, or in addition to, parental leave.
- (j) During an employee's absence on parental leave, paid sick leave will not be available.

34.2 Premature birth

- (a) In the event that an employee's partner gives birth prematurely, the employee will be able to commence his paternity leave from an earlier date.

34.3 Still birth

- (a) An employee is entitled to up to one (1) week's unpaid parental leave in the event of a still birth occurring during the period nine (9) weeks before the partner's expected date of birth.

34.4 Right of return to former Position

- (a) Provided an employee returns to work within twelve (12) calendar months of their partner giving birth, they will be entitled to return to their former position, including one which is redesigned during the parental leave period.
- (b) If the employee's former position has been abolished, they will be transferred to a position of the same level of responsibility and pay, and where possible, in the former location.
- (c) If the former position has been relocated, the employee has the right to their former position in the new location.

34.5 Effect of parental leave on other leave entitlements

- (a) Although unpaid parental leave does not count as service for the purposes of calculating leave entitlement, it will not constitute a break in the continuity of an employee's service.
- (b) Part-time parental leave will count as service on a pro rata basis for the purposes of calculating all types of leave entitlements.

34.6 Employees entitled to parental leave shall also have an additional entitlement as set out in Schedule 5

35. Union Training Leave

35.1 Purpose

- (a) Employees may be granted leave to attend training courses or seminars conducted or supported by the Union.

35.2 Entitlements

35.2.1 Full-time employees

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

35.2.2 Part-time employees

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

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

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

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

35.2.3 Temporary employees

- (a) Temporary employees receive Union training leave on a pro rata basis.

35.2.4 Conditions

- (a) Employees must be nominated by the recognised union of which they are a member to attend a training course or seminar conducted or supported by the Union to apply for Union training leave.
- (b) The two (2) year and one (1) year periods will be the time immediately preceding the commencement date of the Union training leave requested.
- (c) Union training leave (including LWOP) will count as service for all purposes.
- (d) The amount of leave requested can include reasonable travelling time required during working hours to attend the course or seminar.

35.2.5 Taking of leave

- (a) Union training leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief employee.
- (b) A statement from the relevant Union must support an application that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

35.2.6 Payment for leave

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

36. Emergency Services Leave

36.1 Fire fighting

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

36.2 Emergency operations

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

36.3 Certificates of attendance

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

36.4 Emergency services courses

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

37. Military Leave

37.1 Entitlement

- (a) Employees with a minimum of six (6) months' continuous service who are members of the Naval, Military or Air Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:
- (i) In respect of annual training where the employee is a member of the:
- Naval Forces - 13 Calendar days on full pay per year
- Military Forces - 14 Calendar days on full pay per year
- Air Forces - 16 Calendar days on full pay per year
- PLUS IF REQUIRED
- (ii) In respect of attendance at a school, class or course of instruction where the employee is a member of the:
- Naval Forces - another 13 Calendar days on full pay per year
- Military Forces - another 14 Calendar days on full pay per year
- Air Forces - another 16 Calendar days on full pay per year
- PLUS
- (iii) In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in sub-clauses (i) and (ii) of this sub-clause, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.
- (b) The terms "Annual Training", "School, Class or Course of Instruction" and "Obligatory Training" shall be regarded as synonymous for the purpose of determining an employee's entitlement to paid leave.

37.2 Medical examinations

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

37.3 Conditions

- (a) If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (e.g. recreation leave or LWOP).
- (b) Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.
- (c) For the purpose of this clause, the year shall be from 1 December in one year to 30 November of the following year.

37.4 Former Armed services personnel - War Caused Disabilities Leave

- (a) Employees who were former armed services personnel may be granted up to ten (10) days war caused disabilities leave in a leave year to cover absences for the following purposes:
 - (i) Attending a hospital or medical officer for review;
 - (ii) Attending a hospital to report for periodical examination or attention in connection with a war caused disability;
 - (iii) Obtaining, replacing or repairing an artificial limb or member, prosthesis or surgical appliance; or
 - (iv) Attending the Department of Veterans' Affairs in connection with claims for military pensions.
- (b) If an employee has used their maximum entitlement of war caused disabilities leave, any further absences will be taken as sick leave.
- (c) War caused disabilities leave is not cumulative.
- (d) Applications for war caused disabilities leave must be supported by relevant documentation, including medical certificates, Department of Veterans' Affairs letters or appointment confirmations.

38. Jury Service Leave**38.1 Entitlement**

- (a) Employees shall be granted leave on full pay to attend court for jury service upon notification to an authorised employee. Full-time employees and part-time employees will be granted leave for jury service if they are required on a day(s) they are scheduled to work.
- (b) The amount of leave is dependent upon the length of the case.
- (c) To be granted leave on full pay, an employee must fulfil the following requirements:-
 - (i) The jury service must fall at a time when the employee would otherwise be on duty;
 - (ii) The employee must accept jury fees and travelling and out-of-pocket allowances for the period of jury service leave; and
 - (iii) The employee must provide a certificate from the Sheriff or Registrar of the Court certifying the amount of jury fees the employee received.
- (d) An amount equivalent to the jury fees received by the employee will be deducted from the employee's pay.
- (e) Leave for jury service is not available if: -
 - (i) The jury service falls during a period of approved absence such as recreation leave, long service leave, roster days, etc.; or
 - (ii) An application for jury service leave is lodged without the Sheriff's or Registrar's certificate as to payment of fees.

38.2 Payment for leave

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

39. Leave Without Pay

- (a) The Chief Executive may grant LWOP to an employee on application showing reasons.
- (b) LWOP may be granted on a full-time or a part-time basis.
- (c) Where an employee is granted LWOP for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where an employee is granted LWOP, which when aggregated, does not exceed five (5) working days in a period of twelve (12) months, such leave shall count as service for accrual of recreation leave.
- (e) An employee, who has been granted LWOP, shall not engage in private employment of any kind during the period of LWOP, unless prior approval has been obtained from the Chief Executive.
- (f) An employee shall not be required to exhaust accrued paid leave before proceeding on LWOP but, if the employee elects to combine all or part of accrued paid leave with LWOP, the paid leave shall be taken before LWOP.
- (g) No paid leave shall be granted during a period of LWOP.

PART VI - ALLOWANCES AND REIMBURSEMENTS

40. Travel Allowances

40.1 Conditions

- (a) The provisions of this clause apply to an employee who is required to sleep away from home when travelling on work approved by the Employer.
- (b) The amount payable under this clause is calculated as follows:
 - (i) If travel is by the use of private vehicle, from the time the employee leaves their home or usual place of work, whichever is the later, to the time they return to either their recognised home or place of work, whichever is the earlier;
 - (ii) If travel is by air, on the day of departure from the time of the scheduled flight less one hour, on the day of return the time of actual flight arrival plus one hour.

40.2 Entitlements

40.2.1 Accommodation and meals not provided

- (a) Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid the "reasonable allowance amounts" for overnight travel as determined by the Australian Taxation Office from time to time.
- (b) This allowance covers the cost of accommodation and relevant meals (breakfast, lunch and/or evening meals) and incidentals for each full day the employee is away on travel.
- (c) Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee may seek reimbursement of the actual excess cost, but such a

reimbursement will be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

40.2.2 Accommodation and meals provided by Employer

- (a) Where the Employer provides an employee with accommodation and meals, the allowance in sub-clause 40.2.1 above other than incidentals shall not apply.
- (b) The employee shall be paid Incidental allowance at a rate established by the Australian Taxation Office from time to time for each full day the employee is away on travel.

40.2.3 Accommodation but no meals provided by Employer

- (a) Where the Employer provides the employee with accommodation but not meals, the employee shall be paid the relevant reasonable amount determined by the Australian Taxation Office for the relevant breakfast, lunch and/or dinner and incidentals for each full day the employee is away on travel.

40.2.4 Transport

- (a) The Employer shall pay the cost of transport or provide transport.
- (b) Mode of travel will need to be approved in advance; transport will be paid as follows:
 - (i) Economy fare air fare;
 - (ii) Motor vehicle cost - mileage at Australian Taxation Office rates or cost of economy air fare, whichever is the lesser; or
 - (iii) Reimbursement of actual cost of public transport.

41. Overtime Meal Allowances

- (a) Subject to sub-clause (c) below, an employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:
 - (i) Monday to Friday
 - (A) If work overtime continuing with normal work
 - (1) Commences before 6.00 am - Meal 1.
 - (2) Finishes after 6.00 pm - Meal 3.
 - (3) Finishes after midnight - Meals 3 and 4.
 - (4) Finishes after 6.00 am next day - Meals 3 plus 4 plus 1.
 - (B) If recalled to work after their normal ceasing time,
 - (1) Upon the completion of the first four (4) hours overtime worked - Meal 3.
 - (2) Upon the completion of further four (4) hours overtime worked - Meal 4.
 - (ii) Saturday, Sunday or Public Holiday
 - (A) If overtime commences before 6.00 am - Meal 1.
 - (B) If overtime goes beyond noon - Meal 2.

- (C) If overtime goes beyond 6.00 pm - Meal 3.
 - (D) If overtime goes beyond midnight - Meal 4.
 - (E) If work overtime finishes after 6.00 am next day - Meal 1.
- (b) The amount of meal allowance will be adjusted in line with adjustments made to the reasonable amounts for the overtime meal allowance determined by the Australian Taxation Office from time to time, rounded to the nearest five (5) cents. The amounts of meal allowance at the time the Award is varied are as follows:
- (i) Meal 1 - Breakfast - \$ 14.35.
 - (ii) Meal 2 - Lunch - \$ 18.80
 - (iii) Meal 3 - Dinner - \$ 27.10
 - (iv) Meal 4 - Supper - \$ 13.25.
- (c) Overtime meal allowance will not be paid where the employee is in receipt of payments under clause 40 - Travel Allowances.

42. Fire Fighting Allowance

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance of \$1.72 per hour as outlined in Schedule 2 Summary- Allowances for the hours they are so engaged in fighting fires.
- (b) The amount of allowance will be adjusted in accordance with general adjustments to pay under clause 10 - Rates of Pay, rounded to the nearest five (5) cents.

43. Camping Allowance

- (a) Where an employee is required to temporarily live at or near the work site the following shall apply:
- (i) Where the Employer provides quarters and/or established camping facilities (including cooking and eating facilities) employees will receive:
 - (A) An allowance of \$44.75 for each day the employee is required to camp or live in quarters to cover food, Incidentals and general disability
 - (B) An allowance of \$ 3.05 each day a cook is not provided.
- (b) The Employer shall pay the cost of transport to and from the campsite, including weekend trips home.
- (c) A meal allowance will not be paid during periods of overtime if the employee is in receipt of camping allowance.
- (d) The allowance payable under this provision will be adjusted on 1 July in line with the CPI Index for Sydney in the previous year, rounded to the nearest five (5) cents.
- (e) The allowance payable under this provision may be subject to tax at the employee's marginal rate and the whole amount of the allowance will be shown on the employee's Payment Summary.

44. First Aid Allowance

- (a) An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Employee will be paid a

flat rate allowance \$26.92 per fortnight for the duration of the appointment as outlined in Schedule 2 Summary- Allowances.

- (b) A current recognised first aid certificate means one issued by St John Ambulance Australia or the Australian Red Cross, or an equivalent qualification recognised by those organisations, and which has been obtained within the previous three (3) years.
- (c) The First Aid Allowance shall not be paid during leave or any other continuous period of leave that exceeds four weeks.
- (d) When the First Aid Employee is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Employee's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Employee.
- (e) The amount of allowance payable under this clause is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

45. Community Language Allowance

- (a) Employees 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 employees are not:
 - (i) Employed as interpreters and translators; and
 - (ii) Employed in those positions where particular language skills are an integral part of essential requirements of the position;
 - (iii) Shall be paid an allowance as follows:
 - (A) Base Level Rate \$ as outlined in Schedule 2 Summary - Allowances
 - (B) Higher level rate \$ as outlined in Schedule 2 Summary - Allowances
- (b) Allowance is treated as salary for all purposes and adjusted in accordance with general increases to pay, rounded to the nearest five (5) cents.

46. Reimbursement of Out of Pocket Expenses

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

47. Tools and Equipment to be Supplied By the Employer

- (a) All tools and equipment deemed necessary by the Employer will be made available to employees.

48. Protective Clothing and Uniforms

- (a) The Employer shall continue to provide such items of protective clothing and uniforms as was customarily provided at the time of making this Award and as agreed between the parties.
- (b) The Employer will be responsible for the supply and replacement of protective clothing and uniform, as agreed between the parties from time to time.

- (c) Employees must use and wear the protective clothing and/or uniforms that are issued to them by the Employer.
- (d) Where the Employer requires an employee to wear spectacles with toughened lens, the Employer will pay for the cost of the process.

49. Use of Private Motor Vehicle

- (a) The Employer may authorise an employee to use a private motor vehicle for work where:
 - (i) Such use will result in greater efficiency or involve the Employer in less expense than if travel were undertaken by other means; or
 - (ii) Where the employee is unable to use other means of transport due to a disability.
- (b) If use of private vehicle is approved, the appropriate rate of mileage allowance as set by the Australian Taxation Office from time to time shall be paid.
- (c) The employee 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 Chief Executive.
- (d) Expenses such as tolls etc. shall be refunded to an employee where the charge was incurred during approved work related travel.
- (e) Except as otherwise specified in this award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and recognised office.
- (f) 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 Employer, provided:
 - (i) The damage is not due to gross negligence by the employee; and
 - (ii) The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- (g) Provided the damage is not the fault of the employee, the Employer shall reimburse to a employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - (i) The damage was sustained on approved work activities; and
 - (ii) The costs cannot be met under the insurance policy due to excess clauses.

50. Damage to Private Property

- (a) For the purposes of this clause, the term "personal property" means a employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- (b) Where damage to or loss of the employee's private property occurs in the course of employment, a claim may be lodged under the Workplace Injury and Illness Management Act and/or under any insurance policy of the Employer covering the damage to or loss of the personal property of the employee.
- (c) If a claim under sub-clause (b) of this clause is rejected by the insurer, the Chief Executive may compensate a employee for the damage to or loss of private property, if such damage or loss:
 - (i) Is due to the negligence of the Employer, another employee, or both, in the performance of their duties; or

- (ii) Is caused by a defect in a employee's material or equipment; or
 - (iii) Results from a employee's protection of or attempt to protect SCA property from loss or damage.
- (d) Compensation in terms of sub-clause (c) 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 Chief Executive 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.
- (e) Compensation for the damage sustained shall be made by the SCA where, in the course of work, personal property is damaged or destroyed by natural disasters or by theft or vandalism.

51. Renewal of Licences

- (a) The following licences will be renewed at the Employer's expense as follows:
- (i) A Drivers' licence issued by the Roads and Traffic Authority for motor cars, motor lorries and/or plant where their operation require the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence;
 - (ii) A boat licence where operating a boat requires the possession of such a licence, provided that the employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (iii) A Licence issued by the NSW Police for the possession and use of firearms on the Employer's lands in accordance with the conditions attached to the possession and the use of the firearms provided that
 - (A) The employee's Position Description specifies that the employee is required by the Employer to possess such licence; and
 - (B) Notwithstanding the requirement for the possession of the licence being in the Position Description of an employee, the employee is specifically authorised by the Employer to use the firearm.

52. Health and Safety of Employees

- (a) All parties to this Award are strongly committed to ensuring safety in the workplace and that safety systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.
- (b) Employees will ensure to the best of their ability that workplace hazards are identified and controlled and that safe work practices are followed by themselves and to the best of their ability fellow workers.
- (c) Employees and their unions will support and implement all systems designed to achieve a "no injuries" for example, signing work permits, hazard identification, and risk assessment processes.
- (d) The Employer will
- (i) Provide and maintain an appropriate first aid kit at all places of work;
 - (ii) Display a notice in every recognised office where the first aid kit is normally kept listing the name(s) of persons qualified to provide first aid; and
 - (iii) Provide safety instructions in respect of any work employees are required to perform and will pay employees as if at work.

- (e) The Employer will comply with the Work Health and Safety Act 2011 and Regulations and Employer's Standards of Practice as amended from time to time.

53. Delegates' Rights

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

54. Employees on Union and/Or Consultative Committee Business

- (a) Any:
- (i) Accredited delegate of a Union respondent to this Award; or
 - (ii) Employee representative elected to a consultative committee; or
 - (iii) Employee elected to a union committee of management; or
 - (iv) Employee acting in any of the above capacities

who takes LWOP to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under clause 26 - Recreation Leave, and clause 28 - Long Service Leave, of this Award.

PART VII- CONSULTATION AND DISPUTE RESOLUTION**55. Consultative Procedures**

55.1 Commitments - Proposals for change shall be consistent with the following commitments by the Employer:

- (a) A commitment to direct appointment
- (b) A commitment to the effective retention of skills within the SCA
- (c) A commitment to retraining in order to maximise the redeployment of displaced staff within the business, and
- (d) A commitment to creating career development opportunities for existing and future staff.

55.2 Proposal for change covered by this clause will include but not be limited to:

- (a) Termination of employment
- (b) Changes in the composition, operation or size of the SCA workforce
- (c) Changes in the skills required
- (d) The elimination or diminution of job opportunities, promotion opportunities or job tenure
- (e) Management initiated changes to the defined hours of work or Overtime arrangements outside those allowed for under Clause 17 Hours of Work.
- (f) The need for retraining or transfer of employees to other work or locations
- (g) The restructuring of work areas or significant change to individual position descriptions
- (h) The introduction of new Technology
- (i) Any decision to contract out or outsource work performed by the SCA that could result in the loss of direct employment.

55.3 Principles

55.3.1 Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice on any likely effects and consequences and all parties take the views of each other into account.

55.3.2 At the development stage and prior to a definite decision to introduce changes as outlined in 55.2, the SCA will advise unions in writing of proposed changes. This advice will be given at the stage in which change is being contemplated for the purpose of consulting with the employees and their union who may be affected by the proposed changes so that the views of all the affected parties can be taken into account.

55.3.3 The SCA and the unions shall take all necessary measures to minimise the adverse effects on employees of workplace changes, in particular the displacement of employees.

55.3.4 In developing proposals for significant change, including restructures, management will discuss with the employees affected and their union the broad principles involved in the proposal including, where available, efficiency gains, cost benefit analysis, rationale for required changes, expected changes to number and type of positions and the reasons for them.

55.3.5 In this process there will be full disclosure of supporting material including participation in the evaluation of positions within the restructure; how the restructure will contribute to the career opportunities for existing staff and proposed implementation schedule.

55.3.6 In developing proposals for significant change, SCA will consult with affected employees and their union(s) regarding staff placement policies (including direct appointment, priority assessment, merit selection, etc) and redeployment systems and opportunities.

55.4 Process

55.4.1 SCA will genuinely attempt to avoid the displacement of employees by ensuring a proper process of evaluation for each position.

55.4.2 Once a definite proposal is submitted to effected employees and their union(s), up to four weeks will be allowed for consultation between the SCA and the Unions. Once SCA makes a decision to structure and/ or make significant changes, they will enter into consultation with affected employees and their union(s). Consultation will continue throughout the process.

55.4.3 During a period of up to four (4) weeks from a Union receiving the employer's proposals, the employer will not implement the proposed changes unless otherwise agreed with the Unions(s).

55.4.4 When the proposed changes are not agreed, either party may enact the dispute resolution clause.

55.4.5 Where the proposed changes have been agreed, or the SCA has decided to proceed to implement them and the parties have been through the dispute resolution clause, regular communication and consultation with affected staff and their union(s) will continue to review and monitor the change with a view to providing a forum for continued discussion around unforeseen repercussions.

55.4.6 The SCA will allow sufficient paid time meetings for the unions to consult with affected employees.

56. Dispute Resolution Procedures

56.1 Objectives

(a) The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation and cooperation and negotiation.

(b) Accordingly,

(i) The SCA undertakes to provide relevant information and explanation and to consult with employees and employee representatives on matters covered by this Award; and

- (ii) Employees and their unions undertake to raise their concerns at an early stage and for providing as much information as possible to assist in an effective resolution.

56.2 Processes

- (a) All attempts should be made to prevent or settle matters at the level at which they are raised, wherever possible.
- (b) It is the responsibility of the parties to this Award to take reasonable and genuine internal steps to prevent or settle disputes by early and timely consultation and discussion. Where a matter covered by this Award arises, which is of concern to an employee the following procedure will apply. In each instance the steps taken will be aimed at achieving the early settlement of the particular matter in dispute:

Step 1 In the first instance the employee(s) and/or their union representative and their immediate supervisor are to discuss the matter at the workplace level by no longer than five (5) working days;

Step 2 If the matter is not resolved at the workplace level, further discussions involving the employee(s) and/or their union representative and the relevant General Manager are to be arranged within five (5) working days;

Step 3 If the matter is not resolved at Step 2, further discussions involving the union and a nominated representative of the Employer are to be arranged within five (5) working days;

Step 4 If a matter has not been resolved through these procedures, the matter may be notified to the Industrial Relations Commission of NSW by either party to the dispute. Matters may only be referred to the Industrial Relations Commission of NSW when all steps in these procedures have been exhausted.

- (c) Nothing in sub-clause (b) above precludes
 - (i) The Union(s) and the Employer entering into direct negotiations on any matter, or
 - (ii) To seek the early involvement of human resources specialists from the Human Resources Section, or
 - (iii) Referring the matter to a mutually agreed third party for mediation at any stage, or
 - (iv) The matter being immediately handled under Step 3 if that will resolve the matter.
- (d) Without prejudice to either the Employer or the employees, the parties to this Award must ensure that work continues in accordance with existing custom and practice in the workplace while the procedures in sub-clause 56.2 are followed. Exceptions to this is where a bona fide occupational health and safety issue is involved employees will not be expected to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved. An employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.
- (e) The above provisions will not apply in the case of a stop-work meeting called for purposes of report-back to a mass meeting of members to consider matters of a general nature, provided that the Union gives the Employer 72 hours notice (not including weekends and public holiday(s) of the meeting being called and provides a contact person to consider matters of life and limb.
- (f) Where a dispute is referred to the Industrial Relations Commission of NSW and the dispute would be assisted by the presence of a union representative(s), a union representative may be granted leave of absence with pay of up to twelve days in a two year period for attending

proceedings in the Industrial Relations Commission of NSW and reasonable time for preparation, provided that

- (i) The Union request the person(s) attendance in writing,
 - (ii) SCA operating requirements permit the grant of leave; and
 - (iii) Payment for the leave shall not include penalty payments or overtime.
- (g) Any leave approved under this provision shall count as service for all purposes.

SCHEDULE 1

Rates of Pay

Award subclause 10(a)

Column 1 Grade	Column 2 Pay Point	Column 3 2.5% First pay on or after 1 July 2012
Grade 19	19.4	\$191,836
	19.3	\$188,072
	19.2	\$184,385
	19.1	\$180,769
Grade 18	18.4	\$177,225
	18.3	\$173,751
	18.2	\$170,344
	18.1	\$167,004
Grade 17	17.4	\$163,728
	17.3	\$160,518
	17.2	\$157,370
	17.1	\$154,285
Grade 16	16.4	\$151,260
	16.3	\$148,294
	16.2	\$145,387
	16.1	\$142,535
Grade 15	15.4	\$139,741
	15.3	\$137,000
	15.2	\$134,315
	15.1	\$131,681
Grade 14	14.4	\$129,099
	14.3	\$126,567
	14.2	\$124,087
	14.1	\$121,651
Grade 13	13.4	\$119,267
	13.3	\$116,929
	13.2	\$114,636
	13.1	\$112,387
Grade 12	12.4	\$110,183
	12.3	\$108,024
	12.2	\$105,907
	12.1	\$103,829
Grade 11	11.4	\$101,792
	11.3	\$99,797
	11.2	\$97,841
	11.1	\$95,923

Grade 10	10.4	\$94,042
	10.3	\$92,197
	10.2	\$90,390
	10.1	\$88,616
Grade 9	9.4	\$86,880
	9.3	\$85,176
	9.2	\$83,505
	9.1	\$81,868
Grade 8	8.4	\$80,263
	8.3	\$78,689
	8.2	\$77,147
	8.1	\$75,634
Grade 7	7.4	\$74,151
	7.3	\$72,698
	7.2	\$71,271
	7.1	\$69,875
Grade 6	6.4	\$68,504
	6.3	\$67,160
	6.2	\$65,845
	6.1	\$64,552
Grade 5	5.4	\$63,288
	5.3	\$62,045
	5.2	\$60,829
	5.1	\$59,638
Grade 4	4.4	\$58,467
	4.3	\$57,322
	4.2	\$56,197
	4.1	\$55,096
Grade 3	3.4	\$54,013
	3.3	\$52,956
	3.2	\$51,918
	3.1	\$50,900
Grade 2	2.4	\$49,902
	2.3	\$48,923
	2.2	\$47,963
	2.1	\$47,023
Grade 1	1.10	\$46,101
	1.9	\$45,198
	1.8	\$44,311
	1.7	\$43,442
	1.6	\$42,591
	1.5	\$41,756
	1.4	\$40,939
	1.3	\$40,134
	1.2	\$39,347
	1.1	\$38,576

SCHEDULE 2

SUMMARY - ALLOWANCES

The amount of the following allowances will be adjusted in accordance with general adjustments to pay under subclause 10(a) - Rates of Pay:

The allowance rates shown apply from the first pay period on or after the dates detailed below:

Clause	Allowance	2.5% First pay on or after 1 July 2012
Cl.42	Fire Fighting	\$1.76 per hour
Cl. 44 (a)	First Aid	\$27.59 per fortnight
Cl. 45	Community Language (A) Base Level	\$1,122.66 pa
Cl. 45	Community Language (B) High Level	\$1,683.89 pa

The following allowances will be adjusted in accordance with the mechanism specified:

Clause No.	Allowance	Variation date	Variation methodology
40	Travel Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amounts.
41	Overtime Meal Allowances	1 July each year	Varied in line with annual ATO ruling for reasonable allowance amount for Meal 3.
43	Camping Allowance	1 July each year	Varied in line with CPI adjustments for Sydney.
49	Use of Private Motor Vehicle	1 July each year	Varied in line with annual ATO ruling for reasonable allowance.

SCHEDULE 3

Secure Employment

- (a) Objective of this Clause
- (i) The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving such notice under paragraph (b)(ii) or after expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall

be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council

SCHEDULE 4

PERSONAL CARERS ENTITLEMENT FOR CASUAL EMPLOYEES

- (i) 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 30.1 (d) (ii) of this 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) of this.
 - (b) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required,
 - (A) 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
 - (B) 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.
- (ii) 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 employer 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) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (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.

SCHEDULE 5

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details, which might affect the employer's capacity to comply with paragraph (a).

M. J. WALTON *J, Vice-President.*

(1334)

SERIAL C7980

STATE SPORTS CENTRE TRUST CASUAL EVENT STAFF (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 702 of 2012)

Before Commissioner Bishop

18 July 2012

VARIATION

1. Delete clause 4, Rates of Pay of the award published 30 January 2009 (367 I.G. 125) and insert in lieu thereof the following:

4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 of Part B of this award
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

any equivalent over award payments, and/or

award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary rates and insert in lieu thereof the following:

PART B

Table 1 - Hourly Rates

The following shall be the ordinary hourly rates for employees engaged under this award:

Classification	Monday to Sunday \$	Public Holidays \$
Level 1	18.36	38.25
Level 2	19.74	41.12
Level 3	21.87	45.56
Level 4	26.03	54.23

3. This variation shall take effect from the first full paid period to commence on or after 1 July 2008.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(1334)

SERIAL C7981

STATE SPORTS CENTRE TRUST CASUAL EVENT STAFF (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 703 of 2012)

Before Commissioner Bishop

18 July 2012

VARIATION

1. Delete clause 4, Rates of Pay of the award published 30 January 2009 (367 I.G. 125) and insert in lieu thereof the following:

4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 of Part B of this award
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

any equivalent over award payments, and/or

award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary rates and insert in lieu thereof the following:

PART B

Table 1 - Hourly Rates

The following shall be the ordinary hourly rates for employees engaged under this award:

Classification	Monday to Sunday \$	Public Holidays \$
Level 1	18.87	39.32
Level 2	20.29	42.27
Level 3	22.48	46.35
Level 4	26.76	55.74

3. This variation shall take effect from the first full paid period to commence on or after 1 July 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(1334)

SERIAL C7983

STATE SPORTS CENTRE TRUST CASUAL EVENT STAFF (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 704 of 2012)

Before Commissioner Bishop

18 July 2012

VARIATION

1. Delete clause 4, Rates of Pay of the award published 30 January 2009 (367 I.G. 125) and insert in lieu thereof the following:

4. Rates of Pay

- (i) The minimum rates of pay for employees covered by this award shall be those set out in Table 1 of Part B of this award
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:

any equivalent over award payments, and/or

award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete Part B, Monetary rates and insert in lieu thereof the following:

PART B

Table 1 - Hourly Rates

The following shall be the ordinary hourly rates for employees engaged under this award:

Classification	Monday to Sunday \$	Public Holidays \$
Level 1	19.67	40.99
Level 2	21.15	44.06
Level 3	23.44	48.84
Level 4	27.90	58.12

3. This variation shall take effect from the first full paid period to commence on or after 1 July 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.