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INDUSTRIAL GAZETTE

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(1796)

SERIAL C3665**BORAL EMU PLAINS QUARRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Construction Materials Group Ltd.

(No. IRC 7035 of 2004)

Before Mr Deputy President Sams

15 December 2004

AWARD

Clause No. Subject Matter

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PART A

1. New Award

1.1 Preamble

This award has been amended and remade following the introduction of the Tolling Agreement between Boral Resources (NSW) Pty Ltd and Hanson Ltd.

The Tolling Agreement means that Emu Plains will now produce quarried materials for Hanson Ltd.

The impact of the Tolling Agreement has been discussed at length with you and the consultative committee.

From these discussions we and the union acknowledge that:

- (a) we and the union will use our best endeavours to meet the production demands of the quarry (subject to relevant safety and fatigue management requirements) without the use of two full production shifts; but
- (b) if the production demands of the quarry cannot be met we and the union will use our best endeavours to satisfactorily introduce two full production shifts.

1.2 Commitment

We and the union acknowledge that the Emu award will:

- (a) introduce new practices and methods of working;
- (b) result in changes to the way we work that are different from the past; and
- (c) be fully implemented in an atmosphere of mutual co-operation.

2. Dictionary

2.1 Definitions

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

Boral	Boral Construction Materials Group Limited;
You	an employee employed by Boral at the quarry;
Us	see "we";
Your	belonging to you;
We	also "us" and "our" refers to you and to Boral;
Start Date	the day when the Industrial Relations Commission of NSW makes this award;
Union	the Australian Workers' Union NSW;
Wife, Husband	shall include de facto wife or husband;
Father, mother	shall include foster-father or mother and stepfather or mother;
Afternoon Shift	means any shift finishing after 6.00pm and at or before midnight and shall receive a shift penalty of thirty three and one third percent;
Night Shift	means any shift finishing subsequent to midnight and at or before 8.00am and shall receive a shift penalty of thirty three and one third percent;
Weeks pay	means the ordinary time weekly rate of pay;

Significant effects	include termination of employment, major changes in the composition, operation or size of Boral's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of you to other work or locations and the restructuring of jobs. (Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect);
Technological change notice	means 3 months notice of termination or payment in lieu of such notice;
Quarry	means the Emu Plains quarry owned and operated by Boral Resources (NSW) Pty Ltd;
Leading Hand	when you are required to supervise or direct or be in charge of other employees. There is no requirement to appoint leading hands merely because groups of employees work together. Leading hand is an appointment at the absolute discretion of management;
Primary skill	the skill you have listed in Schedule A which you would, subject to this award, primarily use;
Vacant primary skill	when someone with a primary skill leaves the quarry permanently and their primary skill becomes vacant and subject to this award, available for you to transfer to;
Standard	National Competency Standard as contextualised to the quarry;
Medical certificate	documentation provided by a registered medical practitioner proving that you are incapable of attending work due to a medically diagnosed condition;
Emu award	Boral Emu Plains Quarry (State) Award;
External auditor	a reputable and qualified auditor who is not an employee of Boral or a company related to Boral within the meaning of the Corporations Law;
Ordinary time weekly rate of pay	the weekly rate of pay you receive for working ordinary hours of work ascertained from this award inclusive of any all purpose allowances;
Salaried employees	any employee (who has actually worked as a salaried employee at a site within the Metropolitan Division for the majority of the preceding 12 months) who does not have their terms of employment covered by an award and is not remunerated on a 'total cost' basis;

Metropolitan Division	the operations of Boral Resources (NSW) Pty Ltd comprising the Emu Plains, Prospect, Peat's Ridge and Dunmore quarries and any other quarry or similar site operated by them from time to time and the Drill and Blast Team;
Percentage salary increase	the percentage before being adjusted to take into account a salaried employee's 'compa ratio' (and excluding any regrading variations);
An award	an award of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales;
Gross earnings	the total amount earned exclusive of any expense related allowances;
General wage increase	any increase granted by the Industrial Relations Commission of New South Wales in accordance with section 50 or 51 of the Act.
Act	the <i>Industrial Relations Act</i> 1996;
Miscellaneous work	manual labouring, shovelling, hosing, greasing and fuelling; and
Federal Act	the <i>Workplace Relations Act</i> 1996.

3. Parties and Application

3.1 Application

This award shall apply to and is binding on you, Boral and the Union.

3.2 Replacement

This award rescinds and replaces the Boral Resources (NSW) Pty Limited Emu Plains Quarry (State) Award (310 IG 802) and the Boral Resources (NSW) Pty Limited Emu Plains Quarry Enterprise Award 1999 (333 IG 955) in totality.

3.3 Supersession

This award supersedes and replaces all previous agreements, understandings and practices between the parties to the making of this award and Boral and you, except those set out in Schedule B, D, E, F, G and H to this award.

3.4 Commencement and Nominal Term

This award shall take effect on and from 15 December 2004 and shall have a nominal term of 24 months.

4. Contract of Employment

4.1 Weekly Employment

Subject to this clause you will be employed as a weekly employee.

4.2 Probation

From your commencement date you will be employed on probation for a period of three months.

4.3 Resignation

You may terminate your employment by giving Boral one week's notice or by paying to Boral an amount of money equivalent to one week's pay.

4.4 Boral Termination Option

Except when terminating your employment for reasons of technology related redundancy, for which technological change notice applies, if Boral terminates your employment, they must give you notice in accordance with section 170CM of the Federal Act.

4.5 Part Time Employment

Where agreed you may be employed as a part-time employee and:

- (a) you will be paid per hour one thirty eighth of a week's pay for the level you have been accredited to for the hours you work;
- (b) you will be entitled to payments in respect of annual leave, public holidays and sick leave on a proportionate basis;
- (c) you will work a constant number of ordinary hours which shall average less than thirty-eight but not less than sixteen hours per week;
- (d) you will be paid overtime rates if you commence work prior to your usual starting time or finish work after your usual ceasing time;
- (e) you and all other part time employees in the quarry cannot exceed 20% of all of Boral's employees in the quarry unless the consultative committee agree; and
- (f) before being so employed Boral must have consulted with the consultative committee about your employment.

4.6 Casual Employment

Where agreed you may be engaged as a casual and:

- (a) you will be paid per hour one-thirty-eighth of a week's pay for the work which you perform plus 15 percent at the rate set out in Table 1 for a Level 1 Operator and when assessed as competent a Level 2 Operator;
- (b) you must not be employed as such for more than ninety consecutive days;
- (c) the following clauses of this award shall not apply to you, 4.1, 4.2, 4.3, 4.4, 4.5, 6, 10, 11, 13.2, 13.3, 13.4, 13.5, 22.1, 22.2, 25, 27, 28, 29, 30 and 38; and
- (d) your engagement may be terminated by you or Boral by one days notice or payment in lieu.

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

4.7 Change In The Nature Of Your Contract Of Employment

To avoid doubt, the nature of your contract of employment; weekly, part-time, casual, may only be changed if you genuinely agree.

5. Consultation

5.1 The Committee

We must each do all that is reasonably needed to form, maintain and operate a consultative committee comprising Boral representatives and your representatives.

5.2 Sub-Committees

The consultative committee may form (and dissolve) a sub-committee to deal with a stated issue or issues and may act through that sub-committee.

5.3 Proceedings

All procedures of the consultative committee are to be determined by the consultative committee. All procedures of any sub-committee of a consultative committee are to be determined by the consultative committee, and to the extent that the consultative committee does not determine them, by the sub-committee itself.

5.4 Functions

Boral must use its best efforts to ensure that the Boral representatives, and you must use your best efforts to ensure that your representatives, each do whatever is necessary to ensure that the consultative committee performs the functions set out in this award, and performs those functions properly and speedily.

5.5 Powers

The consultative committee and any sub-committee are empowered to discuss, debate and make recommendations on any subject matter referred to it by you or Boral. To avoid any doubt, subject to any express provision of this award, Boral can decide to accept or reject any such recommendation.

6. Redundancy

6.1 Preservation of Employment

Where practicable and having regard to the needs of the quarry, we:

- (a) will co-operate to preserve existing employment and enhance future employment opportunities generally; and
- (b) recognise that this is best achieved when we co-operate to ensure that what can be done is done, to produce sustainable improvements in the competitive performance of the quarry.

6.2 Selection

When redundancies are to occur, Boral will:

- (a) call for volunteers; and
- (b) accept volunteers unless to do so will leave the quarry without the necessary skills to operate satisfactorily, then

if there are insufficient volunteers those to be made redundant will be selected by Boral by reference to their:

- (c) skills;
- (d) experience;
- (e) training; and
- (f) performance.

And:

having undertaken such an assessment, if it is necessary to make redundant individuals that are comparatively equal in terms of the assessment [unless some other pressing domestic issue is raised by the individuals concerned] if you have the shortest period of service you will be retrenched first.

6.3 Introduction of Change

Where Boral has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on you, Boral shall consult with the consultative committee about the changes and discuss the introduction of the changes, the effects the changes are likely to have on you, measures to avert or mitigate the adverse affects of such changes on you and shall give prompt consideration to matters raised by you before any redundancies are affected.

6.4 Redundancy Pay

If, following a decision made by Boral in accordance with clause 6.3 Boral decides that your position in the quarry is redundant then Boral must pay you:

- (a) If you are under 45 years of age

Less than 1 year's service	Nil,
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

- (b) If you are 45 years of age or over

Less than 1 year's service	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

6.5 Resignation During Notice of Redundancy

If your position in the quarry is made redundant you may terminate your employment during the period of notice and still receive any monies arising from clause 6.4.

7. Disputes Procedure

7.1 Steps

The following steps shall 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 within a reasonable time:

- (a) consultation between you and a representative of Boral at the quarry;
- (b) consultation between you and the quarry manager;
- (c) consultation involving the consultative committee;
- (d) consultation between you and a senior manager of Boral;
- (e) reference of the matter to the Industrial Relations Commission of NSW for conciliation/arbitration no later than 48 hours after the step in (a) above unless otherwise agreed; and

7.2 Continuation of Normal Work

While the procedure above is being followed and until the matter is resolved work must continue normally.

8. Classifications

8.1 Levels

You shall be classified into one of the levels set out below:

- (a) Level 1 Operator: A Level 1 Operator is an employee who has not yet acquired any skills and is undertaking basic competency and operator training to progress to Level 2 Operator;
- (b) Level 2 Operator: A Level 2 Operator is an employee who has acquired the basic competency skill and one (1) skill other than the Miscellaneous Support Equipment skill;
- (c) Level 3 Operator: A Level 3 Operator is an employee who has acquired the basic competency skill and two (2) other skills not including the Miscellaneous Support Equipment skill;
- (d) Level 4 Operator: A Level 4 Operator is an employee who has acquired the basic competency skill and three (3) other skills;
- (e) Level 5 Operator: A Level 5 Operator is an employee who has acquired the basic competency skill and four (4) other skills;
- (f) Level 6 Operator: A Level 6 Operator is an employee who has acquired the basic competency skill and five (5) other skills;
- (g) Level 7 Operator: A Level 7 Operator is an employee who has acquired the basic competency skill and six (6) other skills; or
- (h) Level 8 Operator: A Level 8 Operator is an employee who has acquired the basic competency skill and seven (7) other skills.

8.2 Skills

For the purposes of clause 8.1 the skills are:

(a) Basic Competency Skill (requiring all following units)

NMITAB units:	MNQGEN210	-Work Safely
	A	
	MNQGEN200	- Conduct local risk control
	A	
	MNQGEN240	- Communicate in the workplace
	A	
	MNQGEN230	- Contribute to site quality outcomes
	A	
Quarry units	-	Miscellaneous Work;

(b) Wash Plant Operation Skill (requiring all following units)

NMITAB units:	MNQOPS223A	-Conduct sand wash plant operations
	12	- Conduct Minor Repairs and Maintenance
	MNQOPS225A	- Operate programmable logic control systems
	MNQOPS262A	- Operate Medium Vehicles - table top truck
Quarry units	-	Miscellaneous Work;

(c) Crushing Plant Operation Skill (requiring all following units)

NMITAB units:	MNQOPS321A	- Conduct crushing & screening plant operations
	12	- Conduct Minor Repairs and Maintenance
	MNQOPS225A	- Operate Programmable Logic Control Systems
	MNQOPS262A	- Operate Medium Vehicles table top truck
Quarry units	-	- Miscellaneous Work;

(d) Front End Loader Operation Skill (requiring all following units)

NMITAB units:	MNQOPS231A	- Service & handover front end loaders
	MNQOPS331A	- Conduct face loader operations
	MNQOPS339A	- Conduct Sales Loader Operations
	MNQOPS262A	- Operate Medium Vehicles - table top truck
	28	-Service Quarry Plant, Vehicles and Equipment
Quarry units	-	-Miscellaneous Work;

(e) Excavator Operation Skill (requiring all following units)

NMITAB units:	MNQOPS232A	- Service & handover hydraulic Shovel/excavators
	MNQOPS332A	- Conduct hydraulic shovel/Excavator Operations
	MNQOPS262A	- Operate Medium Vehicles - tabletop truck and/or service truck
	28	- Service Quarry Plant, Vehicles and Equipment
Quarry units	-	Miscellaneous Work;

(f) Haul Truck Operation (Bin truck, Water truck, Off Road Haul truck) Skill (requiring all following units)

NMITAB units:	MNQOPS233A	- Service & handover haul trucks
---------------	------------	----------------------------------

- | | | |
|--------------|------------|--|
| | MNQOPS333A | - Conduct Haul Truck Operations |
| | MNQOPS237A | - Conduct bulk water truck operations |
| | MNQOPS262A | - Operate Medium Vehicles |
| | 28 | - Service Quarry Plant, Vehicles and Equipment |
| Quarry units | - | Miscellaneous Work; |
- (g) Heavy Road Operations Skill (requiring all following units)
- | | | |
|---------------|----|--|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | 13 | - Stockpile, Load and Dispatch Product |
| | 26 | - Operate Medium Vehicles - On road tipper(within the confines of the quarry) , all terrain articulated dump truck,, table top truck and service truck |
| | 28 | - Service Quarry Plant, Vehicles and Equipment |
| Quarry units | - | Miscellaneous Work; |
- (h) Weighbridge Operation Skill (requiring all following units)
- | | | |
|---------------|-----------|---|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | MNQGEN351 | - Conduct Weighbridge Operations |
| | A | |
| Quarry units | - | Miscellaneous Work; |
- (i) Laboratory Skill (requiring all following units)
- | | | |
|---------------|-----------|---|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | MNQGEN231 | - Conduct Sampling Operations |
| | A | |
| | MNQGEN332 | -Conduct site Laboratory Operations |
| | A | |
| Quarry units | | - Miscellaneous Work; |
- (j) Miscellaneous Support Equipment (Mobile Crane and Dogger) Skill (requiring all following units)
- | | | |
|---------------|-----------|---|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | MNCG1041A | - Conduct non slewing crane operations |
| | MNCG1043A | - Conduct dogging operations |
| | MNCG1040A | - Operate Gantry Crane |
| Quarry units | | - Miscellaneous Work; |
- (k) Miscellaneous Support Equipment (Other than Mobile Crane) Skill (requiring all following units)
- | | | |
|---------------|----|---|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | 27 | - Miscellaneous Support Equipment for any two items, such as Dogger, Elevated Work Platform, forklift, tractor, small wheel loader, backhoe etc |
| Quarry units: | | - Miscellaneous Work; |
- (l) Service Quarry Plant Vehicles and Equipment Skill - (requiring all of the following units)
- | | | |
|---------------|------------|---|
| NMITAB units: | 12 | - Conduct Minor Repairs and Maintenance |
| | MNQOPS262A | - Operate Medium Vehicles - Table top truck and |

	28	fuel truck Service Quarry Plant, Vehicles and Equipment (all mobile equipment) Miscellaneous Work;
Quarry units		

8.3 Rates Of Pay

The rates of pay to be paid to you are set out in Table 1 of this award.

9. Training

9.1 Training Program To Be Established

Boral shall organise a training interview between you and the quarry manager to agree on a training program for you that is consistent with the operational needs of the quarry.

9.2 Training Program

Your training program should identify:

- (a) a new skill, in addition to those already recognised, to gain recognition in;
- (b) the process by which you will gain such recognition (on the job, off the job, mentor program, etc);
- (c) an indicative timetable for gaining such recognition; and
- (d) the process by which you will work to maintain the skills you have already recognised.

10. Progression

10.1 Provisional Accreditation and Reclassification

- (a) You may request to be assessed to determine whether the new skill identified in your training program can be performed to the Standard during, at the completion of or after the completion of your training program.
- (b) If the quarry manager, shift supervisor and the quarry trainer-assessor agree (utilising the form set out in schedule "I") that you are ready to be assessed then you shall be:
 - (i) provisionally accredited with that new skill and shall be provisionally reclassified into the relevant classification in clause 8.1; and
 - (ii) paid in accordance with the rates of pay in Table 1 of this award for that classification within 7 working days.

10.2 Progression Assessment

Boral shall use its reasonable endeavours to assess you to determine whether the new skill identified in the training program can be performed to the Standard within two weeks of being provisionally reclassified in accordance with clause 10.1.

10.3 Assessor And Appeal

- (a) A qualified assessor will undertake your assessment.

- (b) If you disagree with the assessment of an assessor in relation to any skill, you can request that you be assessed again by a neutral assessor (some one not employed by Boral) to be selected by you from the NMITAB register whose decision shall be final.

10.4 New Skill Recognition

Should the assessment in clause 10.2, demonstrate that you can reliably perform the new skill to the Standard then that new skill shall be recognised through the Construction Materials Group Recognition Scheme.

10.5 Progression To New Classifications In Clause 8.1

Having had a new skill recognised through the process in clause 10.6, you shall have your provisional reclassification confirmed. To avoid any doubt, upon having your provisional reclassification confirmed you shall continue to be paid in accordance with the rates of pay in Table 1 of this award for that classification.

10.6 Failure To Gain Recognition

Should you fail to perform the new skill to the Standard then you and Boral will revise the training program established in accordance with clause 9.2 to be undertaken within the following thirty days.

10.7 Reassessment To Gain Recognition

At the completion of the revised training program in clause 10.6 or earlier by agreement between Boral and you, you shall be reassessed to determine whether the skill identified in the revised training program can be performed to the Standard. To avoid any doubt, clause 10.3, 10.4 and 10.5 shall apply to any such reassessment.

10.8 Further Failure To Gain Recognition

Should you fail to perform to the Standard in accordance with clause 10.7, then:

- (a) the steps in clauses 10.6 and 10.7 may be repeated until agreed otherwise by you and Boral; and
- (b) (despite anything else in this clause) you shall be reclassified to the relevant classification that you were in before having the new skill provisionally accredited in accordance with clause 10.1 until the reassessment in demonstrates that you can reliably perform the new skill to the Standard then that new skill shall be recognised through the Construction Materials Group Recognition Scheme.

10.9 Level While Training

To avoid doubt, while you are training to gain recognition for a new skill you shall continue to be classified and paid in accordance with your then, current classification and rate.

10.10 Payment For Training

Training undertaken in accordance with your training program may be either on or off the job, provided that if training is undertaken during ordinary working hours it shall be paid as such.

10.11 Course Fees

Boral shall pay for the cost of all-training courses and training course material and textbooks.

11. Team Leader and Assessor Skills

11.1 Team Leader And Assessor Skills Competencies

The team leader and assessor skills are:

- | | | | |
|-----|-----------------------------------|--------|--|
| (a) | Team Leader Unit:
NMITAB unit: | 9C | - Boral Front Line Supervisor Competency
- Participate in, Lead and Facilitate Work Teams |
| (b) | Assessor
NMITAB units: | 7
8 | - Workplace Trainer
- Workplace Assessor. |

11.2 To Become A Team Leader Or Assessor

Despite anything else contained in this award, you can only train to acquire the team leader or assessor skill in 11.1 above, after having been offered such opportunity by Boral who may make or not make such offer at its complete discretion.

11.3 Use Of Team Leader And Assessor Skills

Upon having the team leader or assessor skill recognised in accordance with clause 10, a team leader or assessor will be appointed, by Boral, to such a role when such a role is available.

12. Recognition, Reassessment and Redundant Skills

12.1 Timing Of Reassessment

Boral may at any time reassess you to determine whether you can still perform the skills you have been accredited with to the Standard.

12.2 Failure Of A Reassessment

Should you fail to perform a skill to the Standard through the reassessment process in clause 12.1 you shall be provided with an agreed amount of training as a matter of priority and reassessed by an assessor within a month (or earlier by agreement) to determine whether the skill can be performed to the Standard.

12.3 Further Failure And Reclassification To A Lower Level

Should you still fail to perform a skill to the Standard through the reassessment process in clause 12.2 you shall no longer receive recognition for that skill and you shall be reclassified into the relevant (lower) classification in clause 8.1. Upon being so reclassified, and not until, you shall be paid in accordance with the rates of pay in Table 1 of this award for that (lower) classification.

12.4 Assessor And Appeal

To avoid doubt clause 10.2 and 10.3 shall apply to the process in clauses 12.2 and 12.3.

12.5 Redundant Skills

If a skill becomes redundant and is no longer required to be performed at all in the quarry (most likely through a change in technology) you will remain on the same classification level and paid as such until you acquire further skills to advance beyond your current classification (i.e acquire two skills to advance).

13. Work Practices

13.1 Using Skills As Directed

Subject to clause 13.2, you must fully utilise the skills you have had recognised in accordance with clause 10 as and when directed by Boral.

13.2 Rotation From Primary Skill

Boral may direct you to perform a skill other than your primary skill:

- (a) sufficiently to make your best efforts to maintain your skills;
- (b) to meet any unplanned operational requirements of the quarry; or
- (c) to cover other employees who are:
 - (i) absent from the quarry; or
 - (ii) undertaking rotation themselves consistent with their training program,

and

to avoid any doubt, should there be any dispute about whether you or another person are to perform a skill other than your primary skill the contest shall be resolved in accordance with paragraphs (a), (b) and (c) of clause 13.4.

13.3 Ascertaining A Primary Skill

If and only if you were employed at the quarry before the start date:

- (a) you may nominate a primary skill and that primary skill shall be set out in Schedule A to this award; and
- (b) you may change your nominated primary skill in accordance with clause 13.4.

13.4 Change To Nominated Primary Skill

When there is a vacant primary skill and you already have a primary skill (set out in Schedule A) you may request Boral to change your primary skill to the vacant primary skill. If more than one person with a primary skill makes such a request then the contest will be resolved:

- (a) firstly be choosing those persons who are accredited as competent in that skill ahead of those who are not; then if not resolved
- (b) by choosing those persons who can change to the vacant skill without disrupting the satisfactory operation of the quarry ahead of those persons who cannot change to the vacant skill without disrupting the satisfactory operation of the quarry; and then if not resolved
- (c) by choosing the person with the longest service at the quarry.

13.5 To Avoid Doubt

To avoid doubt, if no one with a primary skill requests to change their primary skill to the vacant primary skill it shall no longer be a primary skill and shall be performed as directed by Boral in accordance with clause 13.1.

14. Payment of Wages

14.1 Electronic Funds Transfer

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

14.2 Late Pay

When your wages are not in your nominated account on the designated pay day the quarry manager if requested to do so by the you, must provide your wages to you in cash by conclusion of the next day's shift.

15. Tools

15.1 Supply of Tools

All tools required by you shall be provided free of charge by Boral.

16. First Aid

16.1 Certificate

(a) If you are appointed by Boral:

- (i) to perform first-aid duties you shall be paid an allowance as set out in Item 5 of Table 2 of Part B per day; and
- (ii) as a first aid attendant you shall be paid an allowance as set out in Item 12 of Table 2 of Part B per day in lieu of the allowance set out in clause 16.1 (a) (i).

(b) To avoid any doubt:

- (i) A first aid attendant must hold an occupational first aid certificate and shall maintain the first aid room, assist in the completion of paper work associated with the administering of first aid, maintain first aid kits and administer first aid.
- (ii) If you are appointed to perform first aid you must hold a current first aid certificate.
- (iii) Just because you hold a first aid certificate or occupational first aid certificate does not mean that you will be appointed by Boral in accordance with clause 16.1 (a).

17. Temporary Transfer

17.1 Transfer Terms

If you agree, Boral may temporarily transfer you to work somewhere other than at the quarry. When this occurs we must agree on the terms of the transfer including payment (if any) of travelling time, accommodation etc.

18. Hours of Work

18.1 Average Week

Subject to this Award you must work an average of 38 ordinary hours each week as directed by Boral.

18.2 Spread of Hours

Your ordinary hours of work shall be worked:

- (a) on any day of the week Monday to Friday inclusive; and
- (b) between the hours of 6.30am and 6.00pm (or if your name appears in Schedule B to this award 7.00am and 6.00pm); or
- (c) between such spread of hours as is agreed between Boral and the majority of you in the section of the quarry concerned:

Or if you are a shift worker:

- (d) any day of the week Monday to Friday inclusive; or
- (e) by agreement with the majority of you in the section of the quarry concerned on any day of the week Monday to Sunday inclusive.

18.3 Ten Hour Days

Unless it is agreed between Boral and the majority of you in the section of the quarry concerned your ordinary hours of work must not exceed ten on any day.

18.4 Change to or from Shift Work

Unless otherwise agreed, Boral may direct you to change from regularly working day work to regularly working shift work (or vice versa) by giving you one month's notice in writing and you shall then work your ordinary hours on the shifts/days you have been rostered to work.

18.5 Rosters

Boral shall give you a roster for working your ordinary hours at least seven days in advance.

18.6 Change to Rosters

Despite clause 18.5, if due to unforeseen circumstances Boral needs to change your roster to keep the quarry operating effectively Boral may change your roster:

- (a) upon giving you no less than notice on the previous day of any such change if you are a day worker; or
- (b) upon giving you no less than notice on the previous day of any such change if you are a shift worker provided that if you are given less than seven days notice you shall continue to be paid your shift penalty for the balance of the such seven days even if you are transferred to day work.

18.7 Afternoon Shifts

If you are rostered to work an afternoon shift you shall be paid the afternoon shift allowance.

18.8 Night Shifts

If you are rostered to work a night shift you shall be paid the night shift allowance.

18.9 Saturday Shifts

If you work a shift that part of which is between midnight on Friday and midnight on Saturday you shall be paid at the rate of time and a half for the first two hours and double time thereafter and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

18.10 Sundays and Holidays

If you work a shift that part of which is on a Sunday you shall be paid at the rate of double time and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

18.11 Holidays

If you work a shift that part of which is on a public holiday you shall be paid at the rate of double time and one half and such extra rate shall be in substitution for and not cumulative upon your shift allowance.

19. Method of Working the 38 Hour Week

19.1 Work Cycles

The method of working the 38-hour week shall be any one of the following:

- (a) by Boral fixing one work day in the 4th week of a 4 week work cycle as a rostered day off on which you will be off work;
- (b) by Boral fixing two rostered work days on which you may be rostered off for two half days during a particular 4 week work cycle;
- (c) (subject to agreement between you and Boral) by you working less than eight ordinary hours on each day; or
- (d) by Boral fixing the recognised building and construction industry rostered day off as a rostered day off on which you will be off work.

19.2 Accumulation of Rostered Days Off

Subject to the quarry's fatigue management plan, rostered days off may be:

- (a) accumulated for a specific purpose (taking with annual leave etc) and taken at a time agreed by you and Boral (such agreement to be reduced to writing); or
- (b) accumulated for no specific purpose in which case they will:
 - (i) be taken on at least 24 hours notice on a day that does not disrupt the satisfactory operation of the quarry; or
 - (ii) be paid out by Boral to you at the rate of 7.6 ordinary hours pay per rostered day off accumulated but not taken as at 31 January each year.

Notation: RDO's may be taken in accordance with this clause in whole days, half days or two hour blocks.

19.3 Rostered Days Off on Public Holidays

When a rostered day off falls on a public holiday as prescribed in clause 22.1 the next working day shall be taken in lieu of the rostered day off unless an alternate day is agreed to between you and Boral.

19.4 Accrual

Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for the purposes of accruing a rostered day off.

19.5 Taking a Rostered Day Off

A rostered day off shall be taken as a paid day off.

19.6 Rostered Days Off

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

20. Meal Breaks

20.1 Work Before Break

You shall not be required to work for more than five ordinary hours of work without a break for a meal which shall be taken as unpaid. Provided that you and Boral may agree to extend the five ordinary hours before taking a break up to six.

20.2 Continuity of Operations

The time of your taking a scheduled meal break may be altered by agreement between you and Boral or by Boral if it is necessary to maintain continuity of quarry operations.

20.3 Staggering Breaks

Boral may stagger the time of taking a meal break to meet operational requirements.

20.4 Meal Breaks for Shift Workers

Despite the provisions of this clause, if you are a shift worker you shall be allowed a thirty (30) minute paid meal break during each shift, which shall be counted as time worked.

20.5 Working Through a Meal Break

Except as provided for in clause 20.1 and 20.2, you shall be paid at the rate of time and one half of ordinary time for all work done during your meal break and thereafter until a meal break is taken.

21. Rest Breaks

21.1 Daily Break

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

21.2 Staggering

Boral may stagger the time of taking a rest break to meet operational requirements.

21.3 Continuous Operation

The time of your taking a scheduled rest break may be altered by agreement between you and Boral or by Boral if it is necessary to maintain continuity of quarry operations.

21.4 Shift Workers

In the case of shift workers the rest break may be combined (by Boral) with the paid meal break so as to enable a forty-minute paid meal break.

22. Sundays and Holidays

22.1 Holidays

The days on which the following holidays are observed shall be granted to you without loss of pay as a holiday:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Queen's Birthday;
- (h) Eight Hour Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) Union Picnic Day, the first Monday in December (or a substitute day agreed to by you and Boral and taken by 31 December in the following year); and
- (l) any other day gazetted as a public holiday for the State.

22.2 Absence

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

22.3 Working on a Holiday

For work done on any of the holidays referred to in clause 22.1 (except (k) Union Picnic Day), you shall be paid at the rate of double time and one-half with a minimum payment for four hours' work.

22.4 Sundays

For work done on a Sunday you shall be paid at the rate of double time with a minimum payment for four hours' work.

23. Overtime

23.1 Payment

Subject to clause 22.3 and 22.4, for all work performed by you outside of and/or in excess of your ordinary hours you shall be paid at the rate of time and one-half for the first two hours and double time thereafter; such double time to continue until the completion of the overtime worked.

23.2 Day Stands Alone

Except as provided in clause 23.3 in computing your overtime each day's work shall stand-alone.

23.3 10 Hour Rest Period

(Subject to clause 23.4) When:

- (a) overtime work is necessary it shall wherever reasonably practicable, be so arranged that you have at least ten consecutive hours off duty between the work of successive days;
- (b) you work so much overtime between the termination of your ordinary work on one day and the commencement of your ordinary work on the next day that you have not had at least ten consecutive hours off duty between those times you shall be released after completion of such overtime until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; and
- (c) on the instruction of Boral you resume or continue work without having had such ten consecutive hours off duty you shall be paid at double time rates until you are released from duty for such period and you shall then be entitled to be absent until you have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

23.4 8 Hour Rest Period for Shift Workers

The provisions of clause 23.3 shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty.

23.5 Call Back

- (a) If you are recalled to work overtime after leaving the quarry (whether notified before or after leaving) you shall be paid for a minimum of four hours' work (whether worked or not) or where you have been paid for standing by you shall be paid a minimum of three hours' pay at the appropriate rate.
- (b) This clause shall not apply in cases where it is customary for you to return to the quarry to perform a specific job outside your ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked in the circumstances set out above, shall not be regarded as overtime for the purposes of clause 23.6 when the actual time worked is less than three hours on each such recall.

- (d) If you are directed to hold yourself in readiness to work after your ordinary hours you shall be paid stand-by time, at ordinary rates of pay, until released.

23.6 Overtime Bonus and Breaks

If you are required to work overtime:

- (a) for one and one half hours after your normal ceasing time and you were not notified on the day before (or earlier) of the need to work overtime you shall be paid the amount set out in Item 8 of Table 2 of Part B of this award;
- (b) for two hours or more after your normal ceasing time you shall be paid the amount set out in Item 8 of Table 2 of Part B of this award ;
- (c) for four hours after your normal ceasing time (and for each four hours thereafter) you shall be provided with a 30 minute break without loss of pay provided that overtime work continues after any such break; and
- (d) for six hours or more after your normal ceasing time (and for each four hours thereafter) you shall be paid the amount set out in Item 8 of Table 2 of Part B of this award.

23.7 Not Required to Work Overtime

Despite clause 23.6, if you are notified of the intention to work overtime but you are not called upon to work that overtime you shall be paid an amount ascertained from clause 23.6 (a).

23.8 Weekend Crib Breaks

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, you shall be given a paid break for a meal of 30 minutes between 12.00 noon and 1.00pm, provided that the work continues after the meal break.

23.9 Weekend Minimum

If you are required to work overtime on a Saturday you shall be given at least four hours' work or receive four hours' pay.

23.10 Requirement To Work Reasonable Overtime

- (a) Subject to clause 23.10 (b), Boral may require you to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) You may refuse to work overtime in circumstances where the working of such overtime would result in you working hours which are unreasonable.
- (c) For the purposes of clause 23.10 (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risks to employee health and safety;
 - (ii) your personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the quarry;
 - (iv) the notice (if any) given by Boral of the overtime and by you of their intention to refuse it; and
 - (v) any other relevant matters.

23.11 Time Off in Lieu of Payment for Overtime

- (a) You may elect, with the consent of Boral, to take time off in lieu of payment for overtime at a time or times agreed with Boral within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with clause 23.11 (a), the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with clause 23.11 (a), you shall be paid overtime rates in accordance with the award.

23.12 Make-up Time

- (a) You may elect, with the consent of Boral, to work "make-up time", under which you take time off ordinary hours, and work those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) If you are on shift work you may elect, with the consent of Boral, to work "make-up time" (under which you take time off ordinary hours and work those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

24. Annual Leave

24.1 Entitlement

See *Annual Holidays Act 1944* as amended.

24.2 Single Days

- (a) You may elect with the consent of Boral, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) You and Boral may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

25. Annual Leave Loading

25.1 Payment of Loading

Whenever you enter a period of annual leave you shall be paid, in addition to your annual leave pay a loading of 17.5 percent on top of your annual leave pay.

25.2 Calculation of Loading

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

25.3 Shift Workers

Despite any thing else contained in this award, if you are a shift worker when you enter a period of annual leave then you shall be entitled to the greater of the following:

- (a) your shift work allowances and/or weekend penalty rates for the ordinary time (not including time on a public holiday) which you would have worked during the period of the leave; or
- (b) the loading calculated in accordance with this clause.

26. Long Service Leave

26.1 Entitlement

See *Long Service Leave Act 1955* as amended.

27. Parental Leave and Personal/Carers Leave

27.1 Parental Leave

See *Industrial Relations Act 1996* as amended.

27.2 Personal Carers Leave

- (a) If you are a full time or part time employee, with responsibilities in relation to a class of person set out in clause 27.2 (c) (ii) who needs your care and support, you shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 30 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) You shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, you must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) you being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (A) your spouse; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person or;
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an exnuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of yours; or
 - (D) a same sex partner who lives with you as your de facto partner on a bona fide domestic basis; or

- (E) a relative who is a member of the same household, where for the purposes of this paragraph:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (d) You shall, wherever practicable, give Boral notice prior to the absence or the intention to take leave, the name of the person requiring care and that person's relationship to you, the reasons for taking such leave and the estimated length of absence. If it is not practicable for you to give prior notice of absence, then you shall notify Boral by telephone of such absence at the first opportunity on the day of absence.

27.3 Unpaid Leave for Family Purpose

You may elect, with the consent of Boral, to take unpaid leave for the purpose of providing care and support to a class of person set out in clause 27.2 (c) (ii) above who is ill.

28. Bereavement Leave

28.1 Entitlement

You shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in clause 27.2 (c) (ii).

28.2 Notification

You must notify Boral as soon as practicable of the intention to take bereavement leave and will, if required by Boral, provide to the satisfaction of Boral proof of death.

28.3 Responsibility For Care

Bereavement leave shall be available to you in respect to the death of a person prescribed for the purposes of Personal/Carer's leave in clause 27.2 (c) (ii), provided that for the purposes of bereavement leave, you need not have been responsible for the care of the person concerned.

28.4 Bereavement Leave Not When Other Leave Granted

You shall not be entitled to bereavement leave under this clause during any period in respect of which you have been granted other leave.

28.5 Bereavement Leave In Conjunction With Other Leave

Bereavement leave may be taken in conjunction with other leave available under clause 27.3, 24.2, 23.11 and 23.12. In determining such a request Boral will give consideration to your circumstances and the reasonable operational requirements of the quarry.

29. Jury Service

29.1 Entitlement

If you are required to attend for jury service during your ordinary working hours you shall be reimbursed by Boral an amount equal to the difference between the amount paid in respect of your attendance for such jury service and the amount of wages you would have received in respect of the ordinary time you would have worked had you not been on jury service.

29.2 Notification

You must notify Boral as soon as possible of the date upon which you are required to attend for jury service. Further, you must give Boral proof of your attendance, the duration of such attendance and the amount received in respect of such jury service.

30. Sick Leave

30.1 Entitlement

You shall, subject to clause 30.2 and the production of a medical certificate be entitled to ten days' sick leave during the first and subsequent years of service on full pay (provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence in any year).

30.2 Notification

You must notify Boral of your absence prior to your normal starting time on the same day of your absence and in any event before 9.00am on that day unless because of the nature of the illness you are incapable to do so in which case you must notify Boral as soon as possible.

30.3 Workers Compensation

You shall not be entitled to sick leave for any period in respect of which you are entitled to workers' compensation

30.4 Accumulation

If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

30.5 Absent on Holidays and Rostered Days Off

If an award holiday or rostered day off occurs during your absence on sick leave then such award holiday or rostered day off shall not be counted as sick leave.

31. Protective Clothing

31.1 Entitlement

At the commencement of your employment Boral shall provide you with five sets of clothes, two pairs of boots and in May a winter jacket (or agreed substitute), which shall be replaced on an item for item exchange basis.

32. Protective Equipment

32.1 Entitlement

Boral shall provide you with all personal protective equipment required to perform your work.

33. Use of Car

33.1 Allowance

If you are required to use your car by Boral you will be paid per km the amount set out in Item 6 of Table 2 of Part B.

34. Salary Increase

34.1 Wage Adjustment

On the first full pay period to commence on or after 15 November each year the rates set out in Table 1 Wages and the allowances set out in Table 2 Other Rates and Allowances shall be increased by the greater of the average percentage salary increase given that year to salaried employees employed in:

- (a) the Metropolitan Division; or
- (b) the Emu Plains quarry.

Notation: A salaried employee will be taken to be employed in the Emu Plains quarry if they have worked in the quarry for the majority of the preceding 12 months.

34.2 Bonus

On the first full pay period to commence on or after 15 November each year you shall be paid an amount of money equivalent to the greater of the average percentage bonus paid to salaried employees employed in:

- (a) the Metropolitan Division; or
- (b) the Emu Plains quarry,

applied to your gross earnings for the preceding twelve months.

Notation: A salaried employee will be taken to be employed in the Emu Plains quarry if they have worked in the quarry for the majority of the preceding 12 months.

34.3 Audit

If requested to do so by the majority of you, Boral shall at its expense have an external auditor validate the:

- (a) average salary increase determined for the purposes of clause 34.1; and/or
- (b) average percentage bonus determined for the purposes of clause 34.2.

34.4 Change To Salary System

Should Boral at any time alter the method by which they remunerate the salaried employees relevant to this award they shall confer with you and the union about those changes and whether any variation to this award is necessary to ensure that the original purpose of this award is maintained.

34.5 Safety Net

Despite any thing else in his award, the wage increase paid in accordance with clause 34.1 shall not be less than any general wage increase granted in that year.

35. Fares

35.1 Payment

From the start date you shall receive in compensation for fares incurred travelling to and from work at irregular hours when public transport is not necessarily available the amount set out in Item 7 of Table 2 of Part B per week, provided that the above allowance shall be payable to employees who commence prior to 6:30am or finish subsequent to 7:00pm.

36. Additions to Wage

36.1 Allowances

In addition to the rate of pay ascertained from clause 8.3, you shall receive the following allowances (paid for all purposes of this award):

- (a) if appointed a leading hand or team leader and you are in charge of:-
- | | |
|-------------------------|--|
| 2 - 5 employees: | the amount set out in Item 1 Table 2 of Part B per week |
| 6 - 10 employees: | the amount set out in Item 2 Table 2 of Part B per week |
| 11- 20 employees: | the amount set out in Item 3 Table 2 of Part B per week |
| More than 20 employees: | the amount set out in Item 4 Table 2 of Part B per week; |
- (b) if appointed as an assessor the amount set out in Item 9 of Table 2 of Part B per week.; and
- (c) if you hold NATA signatory status the amount set out in Item 10 of Table 2 of Part B per week.

37. Delegates

37.1 Appointment

Boral shall recognise the appointed delegates for the union at the quarry.

37.2 Time

Boral shall provide the delegate with reasonable time while at work to perform the proper functions of the delegate.

38. Counselling

38.1 Principles

It is the intention of the parties to use the Procedure set out in clause 38.2 in all cases where behaviour and/or work performance is unsatisfactory.

Except in cases of misconduct, Boral will use a three warning approach involving a verbal warning, written warning and then final warning.

38.2 Procedure

Upon Boral becoming aware that your conduct, behaviour and/or work performance was/is unsatisfactory they should:

- (a) undertake an investigation of the matter;
- (b) put the matter to you with any relevant supporting information Boral is aware of and allow you to respond;
- (c) consider your response;
- (d) conclude whether or not your conduct, behaviour and/or work performance was/is unsatisfactory;
- (e) explain why the conclusion reached has been arrived at; and then
- (f) (subject to this clause) take such action as they see fit (which may include but not be limited to nothing, verbal warning, written warning, training, termination of employment).

38.3 Suspension Without Pay

Boral may suspend your employment without pay for up to 10 days (but only if the consultative committee agrees) as an alternative to terminating your employment.

38.4 Validity Of Warnings

Any warning given to you in accordance with clause 38 shall be valid for 12 months from the date such warning was given.

39. Kitchen

39.1 Tea and Coffee

Boral shall provide you with a reasonable supply of coffee, tea, milk and sugar for use during meal and crib breaks.

40. Timekeeping

40.1 Decimal Proportion

Boral shall:

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

40.2 Latecomers

If you:

- (a) do not commence work at the time you are rostered to; or
- (b) cease work before your rostered finish time,

Boral may pay you only for the time that you actually worked.

41. Rain

41.1 Working in the Rain

If you are called upon to work in the rain, by Boral, you will be paid per day the amount set out in Item 11 of Table 2 of Part B.

42. Leave Reserved

42.1 Clauses

Leave is reserved to the parties in relation to clause:

- (a) 8.2; and
- (b) 34.5.

43. Anti Discrimination

43.1 Obligation

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

NOTATION:

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

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

44. 2003 Fatigue Management Program Saturday No Disadvantage

44.1 Preamble

In 2003 in consultation with its employees at Emu Plains Quarry, Boral instituted a fatigue management program and rostered work accordingly to meet its then business needs to the limits of that program. As a consequence of this some employees work within and to the limits of the fatigue program Monday to Friday while others to meet the operational needs of the quarry are required to work Monday to Saturday and have their hours arranged so to comply with the program. It has been agreed that with the current roster arrangements these employees suffer a disadvantage to others working Monday to Friday only. Clause 44.2 is intended to resolve this disadvantage.

44.2 Entitlement

As of the first full pay week period in November 2004, any employee who is required to and directed by Boral to work Monday to Saturday inclusive to meet the operational needs of the quarry while genuinely trying to comply with the fatigue management program shall be paid per week an additional one hours pay calculated at their ordinary time rate of pay.

45. Superannuation Benefits

45.1 Obligation

The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act*, 1992, the *Superannuation Guarantee Charge Act* 1992, the *Superannuation Industry (Supervision) Act* 1993 and the *Superannuation (Resolution of Complaints) Act* 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

PART B

Table 1 - Rates Of Pay

Subject to this award, you shall be paid in accordance with the following table of rates from the first full pay week period in November 2004:

Classification	Weekly Ordinary Time Rate of Pay \$
Level 1 Operator	654.47
Level 2 Operator	759.19
Level 3 Operator	772.30
Level 4 Operator	785.38
Level 5 Operator	798.46
Level 6 Operator	811.56
Level 7 Operator	824.65
Level 8 Operator	838.87

Notation:

The rates in Table 1 above include and consume the "Industry Disability" allowance and the "Inclement Weather" allowance. Accordingly, the rates in Table 1 above compensate you for working in the open in quarries and thereby being subject to climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work, etc. and for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and underdeveloped locations: "inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

The rates in Table 1 also compensate for working in confined spaces.

Table 2 - Other Rates And Allowances

Subject to this award, you shall be paid in accordance with the following table of allowances from the first full pay week period in November 2004:

Item No.	Clause No.	Brief Description	Amount \$
	36.1(a)	Team Leader/Leading Hand Allowances	
1		2 to 5	20.81 per week
2		6 to 10	29.58 per week
3		11 to 20	41.89 per week
4		More than 20	53.40 per week
5	16.1	First Aid Allowance	2.16 per day
6	33.1	Motor Vehicle Allowance	0.58 per km
7	35.1	Transport not Available	6.88 per day
8	23.6	Meal Allowance	12.63
9	36.1(b)	Assessor	26.30 per week
10	36.1(c)	NATA	26.30 per week
11	41.1	Working in the Rain	2.49 per day
12	16.1	First Aid Attendant	4.33 per day

SCHEDULE A

Pearson	H	Excavator Operation Skill
Penellum	JT	Truck Operation Skill
O'Hare	MH	Truck Operation Skill
Madigan	BG	Miscellaneous Support Equipment (Mobile Crane and Dogger) Skill
Potbury	KD	Wash Plant Operation Skill
Daniel	MA	Crushing Plant Operation Skill
Dries	RV	Truck Operation Skill
Maguire	BM	Front End Loader Operation Skill
Swadling	SH	Basic Competency Skill (afternoon shift)
Marion	PD	Basic Competency Skill (afternoon shift)
Anderson	BJ	Front End Loader Operation Skill
Clarke	DM	Front End Loader Operation Skill
Woods	PG	Front End Loader Operation Skill (afternoon shift)
Clarke	MG	Laboratory Skill

SCHEDULE B

Notation:

MOBILE CRANE PROTOCOL

1. Operators must be competent for the task as authorised by the Quarry Manager.
2. The operator will be chosen on the basis of making the most efficient use of the Boral employees and the principle maintenance contractor on site, as determined by the Quarry Manager.
3. Where a Boral employee is available without effecting other operations, s/he will be the first choice.
4. If the use of a Boral employee adversely effects other operations, then s/he would not be asked and the following would happen:
 - (a) A person from the principle maintenance contractor may be used; or
 - (b) A hired external crane would be used.

Examples of this type of situation would be where the use of a haul truck operator would reduce raw feed supply to the plant or where the use of a sales loader operator would cause delay to loading of trucks.
5. When a substantial amount of crane work is required on a weekend, the most efficient approach would be to use a Boral employee on a pre-arranged overtime basis to do the crane work and other duties as required.
6. Where no competent Boral employees are on site and the principle maintenance contractor cannot safely or efficiently perform the tasks, the following would happen:
 - (a) A competent Boral employee would be called back from the list of approved operators; or
 - (b) A hired external crane will be used, if a Boral employee is not available for call back.
7. Within the workshop areas, all competent maintenance personnel have free use of the crane.

SCHEDULE C

Employees with a span of hours of 7:00 am to 6:00 pm as per Clause 18.2 (B) of the Emu Award

That is Employees who Prior to 9th November 1990, Regularly Worked Before 7:00 am each day

Name		Date Start Boral
Anderson	BJ	15/02/88
Clarke	MG	06/05/89
Daniel	MA	17/04/85
Dries	RV	07/01/83
Madigan	BG	06/06/84
O'Hare	MH	09/11/75
Pearson	H	05/05/69
Penellum	JT	03/04/68
Potbury	KD	08/01/90
Turner	JC	18/05/70
Woods	PG	01/04/84

SCHEDULE D

Notation:

TOP UP LABOUR PROTOCOL

Boral will source external labour (casuals or labour hire) to meet the operational needs of the quarry provided that:

1. Subject to the Emu Plains Award, all of the quarry's full time employees will be allocated to unmanned plant and equipment before external labour is used.
2. Labour hire labour will be paid by their employer no less than level 1 Operator and when assessed as competent level 2 Operator.
3. Subject to paragraph 2, labour hire labour will be given the benefits of this award by their employer.
4. All overtime will be offered first to full time employees of Boral before it is offered to external labour.
5. If external labour is used so much that the consultative committee believes it is assuming the role of full time Boral employees the committee will discuss the appropriate manning levels of the quarry.
6. To avoid any doubt, if a new full time Boral position is justified, such person will be recruited in accordance with the recruitment process determined by the quarry manager.
7. Prior to using external labour, the quarry manager will inform the delegate of the reason for their use, the number to be used and the work they will perform.

SCHEDULE E

Notation:

WET HIRE OF PLANT AND EQUIPMENT LABOUR PROTOCOL

Boral will source external plant and equipment on wet hire as it sees to meet its operational needs, provided that:

1. Subject to the Emu Plains Award, all of the quarry's full time employees will be allocated to unmanned plant and equipment.
2. Prior to using external plant or equipment, the quarry manager will inform the delegate of the reason for its use, the period it is required and the work it will perform.
3. The wet hiring of plant or equipment will not be used to contract out by stealth a full time Boral job.
4. If the members of the consultative committee are able to suggest a source of dry hire for plant or equipment that is more commercially viable than wet hire the quarry manger will give the suggestion genuine consideration.

SCHEDULE F

Notation:

WEEKEND WORK ABSENTEEISM PROTOCOL

Where an employee confirms their availability for work on a weekend or public holiday they are expected to attend punctually on those days.

If an employee cannot get to work on the day, they are to duly telephone the provided contact number and leave a message.

Failure to give such notice or a valid and proven reason for not attending work will, at the quarry manager's discretion, result in that person being excluded from working on the following weekend that work is undertaken.

SCHEDULE G

Notation :

WEEKEND WORK PREFERENCE PROTOCOL

Day	Preference Shift
Saturday	Day Shift
Sunday	Afternoon Shift

Except that, no one can take preference over another employee's Primary Skill and casuals or labour hire employees have no preference.

SCHEDULE H

Notation :

NEW EQUIPMENT PROTOCOL

If a new piece of plant or equipment is introduced into the quarry it will be available as a primary skill subject to:

1. There being no contest for the "new primary skill" within 12 months of its introduction or such other period as agreed between the Consultative Committee and the quarry manager.
2. A review of the training programs to accommodate the introduction of the new plant or equipment.
3. After 12 months (or such other period as agreed) a contest for the new primary skill will occur in accordance with clause 13.4 of the award.
4. After the contest has occurred if there are any primary skill in Schedule "A" that have not been assigned (to employees who already have a primary skill) they will be deleted in accordance with clause 13.5 of the award.

SCHEDULE I

ASSESSMENT & RECLASSIFICATION REQUEST FORM

Date:

Trainee Name:

Current Skills Level:

Competence Requested:

Assessment to include:

The above named trainee has under taken training and demonstrated the ability to perform the requested skill to the assessment standard for a period of

I the Emu Plains Quarry Manager AGREE/DISAGREE the trainee has demonstrated the ability to perform the required skill to the assessment standard.

I the Emu Plains Quarry Shift Supervisor AGREE/DISAGREE the trainee has demonstrated the ability to perform the required skill to the assessment standard.

I the Emu Plains Quarry Trainer - Assessor AGREE/DISAGREE the trainee has demonstrated the ability to perform the required skill to the assessment standard.

If all persons above agree that you the trainee are ready to be assessed then you shall be:

Provisionally accredited with that new skill and shall be provisionally reclassified into the relevant classification in clause 8.1 of the Emu Plains Quarry Award, and

Paid in accordance with the rates of pay in Table 1 of the award for the classification.

You the trainee must allow a maximum time of 7 working days for your rate of pay to be adjusted, in accordance with the new classification.

If all persons above agree that you the trainee are ready to be assessed then a skill level and pay rate adjustment form must be completed and forwarded onto the relevant person/department.

The Training and Progression clause 10 as set out in the Emu Plains Quarry Award must be adhered to, the relevant clauses are as follows:

Provisional Accreditation and Reclassification, clause 10.3.

Progression Assessment, clause 10.4

Assessor and Appeal, clause 10.5

New Skill Recognition, clause 10.6

Progression to New Classifications In Clause 8.1, clause 10.7

Failure to Gain Recognition, clause 10.8

Reassessment To Gain Recognition, clause 10.9

Further failure to Gain Recognition, clause 10.10

Payment For Training, clause 10.12

Course fees, clause 10.13

Quarry Manager signed:

Shift Supervisor signed:

Trainer / Assessor signed

Trainee signed:

P. J. SAMS D.P.

Printed by the authority of the Industrial Registrar.

(700)

SERIAL C3624

**CROWN EMPLOYEES (NSW FIRE BRIGADES RETAINED
FIREFIGHTING STAFF) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees' Union, industrial organisation of employees.

(No. IRC 2057 of 2004)

Before The Honourable Justice Wright, President
The Honourable Justice Boland
Mr Deputy President Grayson
Commissioner Tabbaa

9 March 2005

AWARD

PART A

Clause 1 - Introduction

- 1.1 This Award shall be known as the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2005.
- 1.2 This Award regulates the rates of pay and conditions of employment for employees covered by this Award.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Basic Wage

4. Definitions
5. Intentions and Commitments
6. Rates of Pay and Allowances
7. Higher Duties
8. Meals and Refreshments
9. Use of Personal Transport
10. Annual Leave
11. Long Service Leave
12. Military Leave
13. Parental Leave
14. Personal/Carer's Leave
15. Sick Leave
16. Special Leave for Union Activities
17. Court Attendance Entitlements
18. Training Course Attendance Entitlements
19. Travelling Compensation
20. Transfers
21. Procedures Regarding Reports and Charges
22. Acknowledgment of Applications and Reports
23. Training and Staff Development
24. Protective Clothing and Uniforms
25. Disputes Avoidance Procedures
26. Attendance Requirements at Incidents and Drills
27. Attendance at Major Emergencies
28. Drug and Alcohol Protocol
29. Salary Sacrifice to Superannuation
30. Wage/Salary Packaging Arrangements
31. Bereavement Leave
32. Anti-Discrimination
33. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Payment Entitlement Codes
 Table 2 - Travelling Compensation Allowances
 Table 3 - Authorised Duties

3. Basic Wage

- 3.1 This Award, in so far as it fixes rates of pay, is made by reference and in relation to a basic wage for adults of \$121.40 per week.
- 3.2 The said basic wage may be varied by the Commission under subclause 2 of Clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and other provisions, of the *Industrial Relations Act 1996*.
- 3.3 A reference in this Award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

4. Definitions

"Brigade" for the purposes of this Award means any individual brigade of the NSW Fire Brigades constituted under the *Fire Brigades Act 1989*.

"Commissioner" means Commissioner of the Department holding office as such under the *Public Sector Employment and Management Act 2002*.

"Department" means NSW Fire Brigades established by the *Fire Brigades Act 1989* and as a Department under Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Employee" means a person classified by the Department as a Retained Firefighter and appointed as a Volunteer Firefighter pursuant to the provisions of the *Fire Brigades Act 1989*.

"Fire District" has the same meaning as in the *Fire Brigades Act 1989*.

"GSA" (Greater Sydney Area) means within the area bounded by the Local Government areas of Pittwater, Hornsby, Baulkham Hills, Hawkesbury, Penrith, Liverpool, Wollondilly, Campbelltown and Sutherland.

"Incident" means a fire call or any other emergency incident attended by the NSW Fire Brigades.

"PEO" means the Public Employment Office.

"Retainer" means the relevant amount set out at Entitlement Codes A, B, C, D, E or F paid per month to employees in accordance with their classification, less \$25.

"Service" for the purposes of determining leave entitlements, means continuous service.

"Special Leave Without Pay" means a period of approved unpaid leave during which the employee's retainer shall be unaffected.

"Substantial Meal" means a meal similar in standard to that provided by domestic airlines to inflight passengers travelling interstate economy class.

"Union" means the New South Wales Fire Brigade Employees' Union.

5. Intention

5.1 The intention of this Award is to regulate the rates of pay and conditions of employment for employees covered by this Award.

6. Rates of Pay and Allowances

6.1 Rates of pay and retainers shall be paid in accordance with the Entitlement Codes for an employee's classification, as prescribed in subclause 6.3.1. The monetary amounts corresponding to the Entitlement Codes are as set out in Table 1 - Payment Entitlement Codes, of Part B, Monetary Rates.

6.2 The retainers include a loading in compensation for:

6.2.1 Annual leave loading.

6.2.2 The driving and operating of all vehicles operated by appropriately qualified employees as at 30 September 1999 and rescue and hazmat vehicles outside the GSA and the Newcastle, Lake Macquarie, Wollongong, Shellharbour, Gosford, Wyong and Blue Mountains Local Government Areas. The operation of any other vehicles shall be by agreement between the Union and the Department.

6.2.3 Rescue, Cordage, Hazmat & Unit Trainer capabilities and CBT qualifications required to be held under subclause 6.3.

6.3 Rates of Pay and Classifications

6.3.1 Entitlement Codes

Classification	Type of Payment and Entitlement Code		
	Retainer per month	Rate of Pay 1st Hour	Each subsequent half-hour or part thereof

Captain A	A	G	I
Captain B	B	G	I
Deputy Captain A	B	H	J
Deputy Captain B	C	H	J
Firefighter A	D	H	J
Firefighter B	E	H	J
Firefighter C	F	H	J

- 6.3.2 All employees shall commence employment in the classification of Retained Firefighter and shall be paid the Level C retainer rate.
- 6.3.3 Progression of Retained Firefighters from Level C retainer payment to Level B retainer payment shall be subject to the satisfactory completion of:
- 6.3.3.1 12 months service from the date of commencement of employment as a retained firefighter; and
- 6.3.3.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.4 Progression of Retained Firefighters from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
- 6.3.4.1 24 months service from the date of commencement of employment as a retained firefighter; and
- 6.3.4.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.5 Progression from Retained Firefighter to Deputy Captain or Captain, or from Deputy Captain to Captain shall in each case be subject to a vacancy and shall be determined solely on the basis of competitive merit selection. Selection Committees shall be constituted in accordance with the Recruitment and Employment Guidelines and Procedures of the NSW. Public Service.
- 6.3.6 Progression of Deputy Captains from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
- 6.3.6.1 12 months service from the date of appointment as Deputy Captain; and
- 6.3.6.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.7 Progression of Captains from Level B retainer payment to Level A retainer payment shall be subject to the satisfactory completion of:
- 6.3.7.1 12 months service from the date of appointment as Captain; and
- 6.3.7.2 the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for such progression.
- 6.3.8 All employees who, at the date of commencement of this Award, had completed less than twelve months service shall be paid at the Level C retainer rate applying to their classification.
- 6.3.9 All employees who, at the date of commencement of this Award, had completed more than twelve months but less than two years service shall be paid at the Level B retainer rate applying to their classification.

6.3.10 All employees who, at the date of commencement of this Award, had completed two or more years service shall be paid at the Level A retainer rate applying to their classification.

6.4 Restowing of Firefighting Vehicles

6.4.1 When a firefighting vehicle at a Brigade is required to be restowed the following provisions and conditions shall apply:

6.4.2 With 24 Hours Notice -

6.4.2.1 Where at least 24 hours notice has been given, where possible, a minimum of four employees shall undertake the restow. The payment for each employee undertaking the restow of the firefighting vehicle shall be an amount calculated in accordance with the following formulae. The formulae are to be applied irrespective of whether or not the number of employees undertaking the restow is four.

6.4.2.1.1 Payment to be made to each employee, other than a Captain:

$$\frac{8 \times H}{y}$$

6.4.2.1.2 Payment to be made to a Captain, where a Captain also undertakes the restow:

$$\frac{8 \times G}{y}$$

6.4.2.1.3 Key:

H = The Hourly Rate of Pay specified at Entitlement Code "H" at Table 1 of Part B.

y = Total number of employees undertaking the restow, including the Captain if the Captain also undertakes the restow

G = The Hourly Rate of Pay specified at Entitlement Code "G" at Table 1 of Part B.

6.4.3 Restows shall, where possible, be carried out between 1800 and 2000 hours.

6.4.4 Without 24 Hours Notice

6.4.4.1 Where less than 24 hours notice has been given, the restow is to be regarded as an attendance at an incident. Each employee undertaking the restow shall be paid for all time so spent at the rate(s) prescribed for the employee's classification.

6.4.5 General Provisions

6.4.5.1 Restows of firefighting vehicles shall include road testing and pump testing and, under normal circumstances, should be completed within one hour.

6.5 Employees appointed as Unit Trainers shall receive payment at the rates prescribed at Items G and I when delivering training at normal station drills, for the duration of the drill.

6.6 Calculation of Payment for Duties Performed

- 6.6.1 Employees shall be paid, subject to the provisions of subclause 6.6.2, for the total period of time spent performing duties, which shall be calculated as follows:
- 6.6.1.1 Attendance at Scheduled Weekend Training courses - the period of attendance shall be equivalent to the scheduled training hours.
 - 6.6.1.2 Major Emergencies - Periods of attendance for the purpose of calculating payment shall be calculated having regard to the provisions of subclause 27.5.
 - 6.6.1.3 Attendance at Zone Conferences - the period of attendance shall be equivalent to the scheduled hours of the conference.
 - 6.6.1.4 In all other instances - employees shall be paid for the period that elapses from the time the employee signed on in the occurrence book at the employee's station, until the time such employee signs off in the occurrence book at the employee's station.
- 6.6.2 The minimum periods of payment shall be as follows:
- 6.6.2.1 Attendance at an incident, hazard reduction, and unit training - a minimum payment of one hour. All subsequent time thereafter shall be paid to the half hour.
 - 6.6.2.2 Regular drills - a minimum payment of two hours.
 - 6.6.2.3 All other authorised duties (excepting Travelling Time) - a minimum payment of one hour. All subsequent time to be paid to the minute.
 - 6.6.2.4 Travelling time - where an employee is entitled to travelling time in terms of this Award, all such time shall be paid to the minute.
 - 6.6.2.5 Standing By - where an employee performs stand by duties in accordance with subclause 6.8, such employee shall receive a minimum payment of one hour. All subsequent time thereafter shall be paid to the minute.
 - 6.6.2.6 Attendance at scheduled weekend training courses and zone conferences - a minimum payment of eight hours per day spent in attendance.
- 6.7 Attendance at Authorised Meetings and Other Duties
- 6.7.1 Where an employee is required to attend meetings or to perform other authorised duties, payment shall be made at the appropriate rate of pay for the employee's classification for the time spent in attendance. Such authorised duties include, but are not limited to, those duties that are set out in Table 3 - Authorised Duties, of Part B, Monetary Rates.
- 6.7.2 Employees seeking to attend meetings and/or perform duties in accordance with subclause 6.7.1 which are not referred to in the said Table 3 must receive authorisation from the relevant Captain, Inspector or higher ranking officer prior to the performance of such duties.
- 6.8 Standing By for Non-Available Staff
- 6.8.1 Where an employee is required to stand by with a brigade to fill a vacancy created through the non-availability of firefighting staff, retained or permanent, such employee shall be paid at the rate prescribed at Entitlement Code L of Table 1 of Part B of this Award for the period which elapses from the time the employee signed on in the occurrence book of the stand by station, until the time such employee signs off in the occurrence book of the stand by station. Provided that employees who perform stand by duties in accordance with this subclause shall not attract additional payment under this Clause for attendance at incidents or performing authorised duties or drills during the period of the stand by.

- 6.8.2 Employees who stand by at a station other than their own shall be paid the appropriate rate per hour prescribed for the employee's classification for the duration of the forward and return journeys between the employee's station and the location of the stand-by. All such time shall be paid to the minute.
- 6.8.3 Where it is necessary for an employee to use the employee's private vehicle to perform stand by duties, such employee shall be paid the rate per kilometre prescribed at Entitlement Code "K" of Table 1 of Part B for the forward and return journeys between their residence and their station, and the forward and return journeys between their station and the location of the stand-by.
- 6.9 Overtime
- 6.9.1 Where an employee works in excess of ten (10) consecutive hours, such employee shall be paid at overtime rates for the hours worked in excess of ten (10). Provided that the provisions of this subclause shall not apply to employees receiving payment under either Clause 27, Attendance at Major Emergencies, or subclause 6.8, Standing By for Non-Available Staff.
- 6.9.2 Overtime shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter, for the rate(s) prescribed for the employee's classification, provided that all overtime shall be paid to the half hour in accordance with subclause 6.6.2.1.
- 6.10 Overpayments
- 6.10.1 In cases where an employee has been overpaid, the Department shall be entitled to recover such overpayment in full. Unless the employee agrees otherwise, the maximum rate at which the overpayment can be recovered is an amount calculated on a per month basis, equivalent to 10% of the employee's gross monthly remuneration.
- 6.10.2 In all cases where overpayments have occurred, the Department shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Department will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- 6.10.3 The recovery rate of 10% of an employee's gross monthly remuneration referred to in subclause 6.10.1, may be reduced by approval of the Commissioner if the Commissioner is satisfied that such a rate of recovery would cause undue hardship to the employee concerned.
- 6.10.4 Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the monthly basis prescribed in subclause 6.10.1, the Department shall have the right to deduct any balance of such overpayment from any monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
- 6.11 Payment of Monies
- 6.11.1 Employees shall be paid monthly.
- 6.11.2 Payments shall be made into a bank account specified by the employee, or other financial institutions acceptable to the Department and Union.
- 6.12 Payroll Deductions
- 6.12.1 Except as provided for in subclause 6.12.2, all salary deductions shall be made in accordance with Treasury Guidelines.

- 6.12.2 Upon application by an employee, the Department shall make deductions from the employee's pay for Union subscriptions.

6.13 Method of Calculation of any Future Adjustment

- 6.13.1 In the event of any future adjustment which is to be applied to the rates for Retainers, or Rates of Pay, then subject to subclause 6.13.2, the formulae in the following table shall be applied:

Type of Payment	Method of Calculation of Future Adjustment
Retainer	Add increase then round off to the nearest ten cents
Rate of Pay - 1st Hour	Multiply by 38, add the increase, round off to the nearest 10 cents, then divide by 38 and round off to the nearest cent
Each subsequent Half-hour or part thereof	Divide the "1st hour" rate by 2 and round off to the nearest cent.

- 6.13.2 The formulae prescribed in subclause 6.13.1 are not applicable in cases where a future adjustment is a flat dollar amount per week. In the event of such a flat increase occurring, any adjustments are to be made in accordance with the provisions prescribed for the application of that increase.

7. Higher Duties

- 7.1 Except in the case of a Deputy Captain performing Higher Duties as a Captain, the provisions and procedures of this clause shall apply when an employee acts up and performs Higher Duties. Provided that when a Deputy Captain performs Higher Duties as a Captain, the Deputy Captain shall be paid for such duties in terms of subclause 7.3.
- 7.2 An employee shall not be entitled to perform Higher Duties unless the employee is qualified to perform such duties.
- 7.3 An employee performing Higher Duties shall be paid for the period of relief, the difference between the employee's usual rate of pay and the minimum rate of pay for the classification in which the Higher Duties are performed. Provided that the difference between the employee's retainer and the retainer for the classification in which the Higher Duties are performed shall not be paid unless the Higher Duties are performed for a continuous period of seven days or more.
- 7.4 In selecting employees to perform Higher Duties the following procedures shall apply:
- 7.4.1 Where the period of relief is to be less than one month, a merit based selection process need not be applied. However, the Department shall have regard to the principles of equitably sharing career development opportunities.
- 7.4.2 Where the period of relief is to be more than one month and the need for the relief is known in advance, expressions of interest shall be called for and selection made on the basis of merit.
- 7.4.3 Where the need for the relief is not known in advance, but it subsequently becomes known that the duration of the relief is anticipated to be for two months or more, the initial appointment shall be made in accordance with subclause 7.4.1. However, immediately following that initial appointment expressions of interest are to be called for and selection made on the basis of merit.
- 7.4.4 Where the period of relief is anticipated to be for six months or more, expressions of interest shall be called for and selection made on the basis of merit. Unless otherwise agreed between the Department and the Union, the period of this relief shall be divided equally between the successful applicants. Provided that in dividing the periods of this relief, the minimum period shall be three months. For example, if the period of relief is eight months and five applicants are

found to be suitable, only the top two applicants would perform the relief and in this case, for a period of four months each.

7.4.5 For the purposes of this clause, merit shall be determined consistent with the principles and processes underlying merit based selection in the NSW Public Service.

7.5 Attendance at an Incident

7.5.1 Any Higher Duties entitlement in terms of this clause which was actually being paid, or which should have been paid, during a period immediately prior to an incident, shall not be diminished as a consequence of the incident.

7.5.2 Except as provided for in 7.5.1, the only other circumstances under which a Higher Duties payment is to be made during an incident is in a case where the Captain of that Brigade does not attend the incident. In such cases, only one employee shall be entitled to a Higher Duties payment in terms of this clause and that employee shall be the employee who was in charge of the incident for the majority of the time. To avoid doubt, in the case of attendance by multiple Retained Brigades, a Higher Duties payment shall be made to the relevant employee from each Brigade whose Captain does not attend the incident.

7.5.3 For the purposes of 7.5.2, the term "Captain" shall also mean "Acting Captain" in cases where an employee was, during the period immediately prior to the incident, the Acting Captain in terms of this clause.

8. Meals and Refreshments

8.1 Attendance at an Incident

8.1.1 For the purposes of this clause, an "incident" also includes hazard reduction.

8.1.2 Where an employee attends an incident which extends for two hours or more:

8.1.2.1 In the GSA, Newcastle, Broken Hill, Wollongong, Gosford and Wyong Fire Districts, refreshments shall be provided no later than two hours after the start of the incident.

8.1.2.2 In all other Fire Districts, refreshments shall be provided as soon as possible after two hours but no later than three hours after the start of the incident.

8.1.3 Where such an incident extends for four hours or more, the employee shall be provided with a substantial meal. After every subsequent four hours of attendance at such an incident, a further substantial meal shall be provided.

8.2 Payment in Lieu of the Provision of Refreshments/Meals

8.2.1 Where refreshments are not provided in terms of subclause 8.1.2, an allowance set at Entitlement Code "N" of Table 1 of Part B, shall be paid.

8.2.2 Where meals are not provided in terms of subclause 8.1.3, an allowance set at Entitlement Code "M" of Table 1 of Part B, shall be paid.

8.3 Method of Payment of Allowances in Lieu of Refreshments/Meals

8.3.1 The payments referred to in this clause shall, subject to 8.3.1.1, be made prior to or at the cessation of duty.

8.3.1.1 In cases where the Officer-in-Charge is not, or due to circumstances beyond his or her control does not have sufficient funds available to make payment, the

employee shall be paid at the earliest practicable opportunity after the cessation of duty.

8.4 Calculation of Future Adjustments to Refreshments/Meal Allowances

8.4.1 The allowances referred to in this clause shall be calculated as follows:

8.4.1.1 The amount at Entitlement Code "M" of Table 1 of Part B, is the average, rounded to the nearest five cents, of the amounts prescribed for the overtime meal allowances for breakfast, lunch and dinner at Item 19 of Table 1 Part B of the Crown Employees (Public Service Conditions of Employment) Award 2002.

8.4.1.2 The amount at Entitlement Code "N" of Table 1 of Part B, is half, rounded to the nearest five cents, of the amount at Entitlement Code "M" of Table 1 of Part B.

8.4.1.3 The amounts specified in subclauses 8.4.1.1 and 8.4.1.2 shall be re-calculated and shall take effect from the same date, as any adjustments made to the overtime meal allowances for breakfast, lunch and dinner allowances in the Crown Employees (Public Service Conditions of Employment) Award 2002.

9. Use of Personal Transport

9.1 Attendance at an incident

9.1.1 Where it is necessary for an employee to use the employee's private vehicle to attend an incident, the employee shall be paid at the rate prescribed at Entitlement Code "K" of Table 1 of Part B, per kilometre, as follows:

9.1.1.1 The return distance from the employee's residence to the station or the distance actually travelled on the forward and return journeys to the station, which ever is the lesser; and

9.1.1.2 The return distance from the station to the incident, if it is necessary for the employee to use the employee's private vehicle to travel from the station to the incident.

9.2 Attendance at Authorised Meetings and Other Duties

9.2.1 Where an employee is required to use the employee's private vehicle to attend such meetings or to perform such other authorised duties as prescribed in subclause 6.7, the employee shall be paid the rate prescribed at Entitlement Code "K" of Table 1 of Part B, of this Award per kilometre for the actual distance necessarily and reasonably travelled for that purpose.

9.2.1.1 Provided that where an employee is authorised to, and does, use his or her own private vehicle and the principal purpose of the journey is, or is as a consequence of, the transportation of the Department's equipment and/or appliances from one location to another, then such employee shall be paid the appropriate rate per hour prescribed for the employee's classification in addition to the rate per kilometre prescribed at Entitlement Code "K" of Table 1 of Part B. Provided further that, for the purposes of this subclause:

9.2.1.1.1 An employee's turnout gear shall not be regarded as equipment.

- 9.2.1.1.2 The hourly rate shall be paid on a basis similar to travelling time. That is, no minimum period of payment and all time to be paid to the minute.
- 9.2.1.1.3 Where the reason for the journey is to attend an incident, the normal provisions of this Award shall apply in lieu of the provisions of this subclause.
- 9.2.2 In cases where more than one employee is required to attend such meetings or to perform such other authorised duties, the total amount to be paid in terms of subclause 9.2.1, shall be limited to the amount which would be payable if the minimum number of vehicles necessary to provide the transport for the employees concerned, were used.
- 9.2.3 The provisions of this clause shall not apply where transport is provided by the Department.
- 9.2.4 Employees who are required to attend such meetings or perform such authorised duties, but do not use their private vehicle and are therefore not entitled to claim the rate prescribed at Entitlement Code "K" of Table 1 of Part B, shall be entitled to claim travelling time and/or travelling expenses in accordance with clause 19, Travelling Compensation.
- 9.3 Restowing of Firefighting Vehicles
- 9.3.1 Where an employee uses the employee's private vehicle to travel to the fire station for the purpose of undertaking restowing duties as prescribed in subclause 6.4, the employee shall be paid at the rate prescribed at Entitlement Code "K" of Table 1 of Part B, per kilometre for the return distance from the employee's residence to the station or the actual distance travelled, which ever is the lesser.
- 9.3.2 Where employees are required to transport a Firefighting Vehicle for servicing and/or repairs from the Station to another location, such duty shall be regarded and paid as an authorised duty.

10. Annual Leave

- 10.1 On each anniversary of an employee's appointment to the Brigade, an employee shall be entitled to annual leave. Such annual leave shall accrue at the rate of four weeks for each completed year of service and shall be taken in multiples of one week.
- 10.2 An employee with less than twelve months service may, subject to approval by the Department and the requirements of subclause 10.1, take in advance leave which has accrued.
- 10.3 Wherever possible, annual leave shall be taken within six months of the date on which the leave becomes due. Provided that, in all cases, annual leave must be granted and taken within twelve months of the date on which it becomes due.
- 10.4 As far as possible, annual leave shall be granted to coincide with the employee's leave period from the employee's primary form of employment.
- 10.5 Payment for annual leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department, excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 10.6 An employee who is directed to return to duty in the case of an emergency whilst on annual leave, shall have any day or part thereof recredited.
- 10.7 An employee shall be paid in advance for a period of approved annual leave, providing such employee has given a minimum of six weeks written notice of the date on which the leave is to commence.

11. Long Service Leave

- 11.1 Subject also to the provisions of subclause 11.9, an employee shall be entitled to long service leave calculated on the following bases:
- 11.1.1 For all continuous service prior to 1 April 1963, and provided that such previous service is also continuous with the employee's current service, at the rate of three months, for twenty years of service.
- 11.1.2 For all continuous service on and subsequent to 1 April 1963, in the case of an employee who has completed ten years service, two months long service leave and for each five years completed service thereafter, a further one month long service leave.
- 11.2 On termination of services, in respect of the number of years service with the Department since the employee last became entitled to an amount of long service leave, a proportionate amount on the basis of two months for ten years service.
- 11.3 In the case of an employee who has completed at least ten years service and whose services are terminated or cease for any reason, such employee shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 11.4 In the case of an employee who has completed at least five years but less than seven years service and whose services are terminated by the Department for any reason, other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, such employee (or in the event of the death of the employee, the employee's estate) shall be paid a proportionate amount calculated at the rate of two months for ten years service.
- 11.5 Long service leave shall be granted subject to the convenience of the Department, as and when such leave becomes due (i.e. after seven (7) years) or any time thereafter. Provided that an employee shall give at least 30 days notice in writing of the intention to take such leave.
- 11.6 Long service leave shall be paid at the rate of full pay which, for the purposes of this clause, shall mean the greater average monthly remuneration received by the employee calculated over either the preceding twelve months or five years excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. The averages referred to in this subclause shall be calculated up to and including the end of the month immediately prior to the month during which the long service leave is taken or commences, as the case may be.
- 11.7 The term "remuneration" referred to in subclause 11.6 shall include all payments made to the employee by the Department, excluding payments made as compensation or reimbursement for expenses (e.g., payments for meals, accommodation and for kilometres travelled).
- 11.8 An employee who is directed to return to duty in the case of an emergency while on long service leave shall have any day or part thereof recredited.
- 11.9 Notwithstanding anything elsewhere provided by this clause, effective on and from the date of operation of this Award:
- 11.9.1 employees may apply to take pro-rata Long Service leave after the completion of seven (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 11.9.2 employees may apply to take a period of Long Service leave at double pay provided that:

- 11.9.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
 - 11.9.2.2 The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
 - 11.9.2.3 Other leave entitlements, e.g., recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
 - 11.9.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.
 - 11.9.2.5 Where an employee elects to take Long Service leave at double pay, the minimum period of actual absence should be not less than one (1) week.
- 11.9.3 where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of the leave.
- 11.9.3.1 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

12. Military Leave

- 12.1 Military leave may be granted to employees who are volunteer part-time members of the Defence Forces Reserves.
- 12.2 Such leave shall be available in accordance with the following provisions on a twelve month to twelve month basis, commencing on 1 July each year:
 - 12.2.1 For members of the Navy Reserve - thirteen calendar days for the purpose of annual training and thirteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
 - 12.2.2 For members of the Army Reserve - fourteen calendar days for the purpose of annual training and fourteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
 - 12.2.3 For members of the Air Force Reserve - sixteen calendar days for the purpose of annual training and sixteen calendar days for the purposes of attending a school, class or course of instruction, including in a teaching capacity.
- 12.3 Where a Commanding Officer certifies in writing that it is obligatory for a member of the Reserves to attend training for a period that exceeds the leave granted under subclause 12.2, the Commissioner may grant further Military Leave up to four calendar days in any one Military Leave year.
- 12.4 Periods of approved Military Leave shall be regarded as Special Leave without Pay.

13. Parental Leave

- 13.1 Definition of Parental Leave
 - 13.1.1 For the purposes of this clause, Parental Leave is Maternity Leave, Paternity Leave or Adoption Leave.

13.1.2 Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.

13.1.3 Paternity Leave is leave taken by a male employee who becomes a parent but is ineligible to be granted either Maternity Leave or Adoption Leave, but is to be the primary care giver of a child or who wishes to share the child caring duties with their partner.

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

13.1.5 For the purposes of this clause, "spouse" includes a de facto spouse and a former spouse.

13.2 Entitlement to Parental Leave

13.2.1 An employee is entitled to parental leave, as provided by this clause, in connection with the birth or adoption of a child.

13.2.2 Maternity Leave - all female employees who do not have the necessary service as prescribed in subclause 13.3.1 for paid Maternity Leave, shall be entitled to unpaid Maternity Leave of up to fourteen (14) weeks before the expected date of birth of the child.

13.2.3 Paid Maternity Leave may be granted to a female employee subject to the following conditions:

13.2.3.1 The female employee has applied for Maternity Leave within such time and in such manner as herein set out.

13.2.3.2 Before the expected date of birth has completed not less than forty weeks' continuous service. Paid Maternity Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay from the date Maternity Leave commences.

13.2.3.3 In addition to the unpaid or paid Maternity leave referred to in 13.2.2 & 13.2.3.2 respectively, all female employees shall be entitled to a further period of unpaid Maternity leave, provided that the total period of absence on Maternity leave shall not exceed sixty-one (61) weeks.

13.2.3.4 The period over which Annual and/or Long Service Leave combined with unpaid Maternity Leave, shall not exceed a total period of two years from the date of birth of the child.

13.2.4 Short Adoption Leave is an unbroken period of fourteen (14) weeks of unpaid leave, taken by an employee who does not have the necessary service for paid Adoption Leave as prescribed in subclause 13.3.1, from the time of placement of the child.

13.2.5 Paid Adoption Leave may be granted to an employee adopting a child subject to the following conditions:

13.2.5.1 The employee has applied for Adoption Leave within such time and in such manner as herein set out.

13.2.5.2 Before the commencement of Adoption Leave the employee has completed not less than forty weeks' continuous service.

13.2.5.3 The employee is to be the primary care giver of the child.

13.2.5.4 Paid Adoption Leave shall be for a period of fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay of Adoption Leave or the period of Adoption Leave taken, whichever is the lesser period.

13.2.5.5 In addition to the unpaid or paid Adoption leave referred to in 13.2.4 & 13.2.5.4 of this subclause respectively, all employees shall be entitled to a further period of unpaid Adoption leave, provided that the total period of absence on Adoption leave shall not exceed sixty-one (61) weeks.

13.2.6 Paternity Leave is a period of up to a maximum of fifty-two (52) weeks of either unpaid or a combination of paid and unpaid parental leave taken from the date of birth of the child, or other termination of the pregnancy. Application for such leave must be made within such time and in such manner as herein set out. Paternity leave shall consist of:

13.2.6.1 an unbroken period of up to one (1) week unpaid leave at the time of the birth of the child, or other termination of the pregnancy (short paternity leave)

an unbroken period of up to one (1) week on full pay or two (2) weeks on half pay at the time of the birth of the child, or other termination of the pregnancy provided that at such time the employee has completed not less than forty (40) weeks continuous service

13.2.6.2 In addition to the unpaid or paid Paternity leave referred to in 13.2.6.1, all male employees shall be entitled to a further period of unpaid Paternity leave in order to be the primary care-giver of the child (extended paternity leave), provided that the total period of absence on Paternity leave shall not exceed fifty-two (52) weeks.

13.2.7 Except as provided for in subclause 13.2.3 and 13.2.5, Parental Leave shall not extend beyond a period of one year after the child was born or adopted.

13.3 Length of Service for Eligibility

13.3.1 A female employee is entitled to paid Maternity Leave or, in the case of both male and female employees, paid Adoption Leave only if the employee has had at least forty weeks' continuous service.

13.3.2 There is no minimum period of employment for eligibility for unpaid Parental Leave.

13.3.3 Continuous service is service under one or more unbroken contracts of employment, including:

13.3.3.1 Any period of authorised leave or absence.

13.3.3.2 Any period of part-time work.

13.3.3.3 Full or part-time service within the Public Service or within a Public Sector organisation listed in the schedules attached to the *Transferred Officers Extended Leave Act 1961*, and in Appendices A and B contained in the Personnel Handbook published by the PEO.

13.4 Notices and Documents required to be given to the Commissioner

13.4.1 Maternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Maternity Leave are as follows:

13.4.1.1 The female employee should give at least eight weeks' written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).

- 13.4.1.2 The female employee must, at least four weeks before proceeding on leave, give written notice of the dates on which the employee proposes to start and end the period of leave.
- 13.4.1.3 The female employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee is pregnant and the expected date of birth.
- 13.4.2 Paternity Leave - The notices and documents to be given to the Commissioner for the purposes of taking Paternity Leave are as follows:
- 13.4.2.1 In the case of extended Paternity Leave, the employee should give at least ten weeks written or oral notice of the intention to take the leave (unless it is not reasonably practicable to do so in the circumstances).
- 13.4.2.2 The employee must, at least four weeks before proceeding on leave, give notice of the dates on which the employee proposes to start and end the period of leave.
- 13.4.2.3 The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that the employee's spouse is pregnant and the expected date of birth.
- 13.4.2.4 In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- 13.4.2.4.1 Any period of Maternity Leave sought or taken by his spouse.
- 13.4.2.4.2 That he is seeking that period of extended Paternity Leave to become the primary care-giver of the child.
- 13.4.3 Adoption Leave - The notices and documents to be given to the Commissioner for the purposes of taking Adoption Leave are as follows:
- 13.4.3.1 In the case of extended Adoption Leave, the employee should give written or oral notice of any approval or other decision to adopt a child at least ten weeks before the expected date of placement (unless it is not reasonably practicable to do so in the circumstances).
- 13.4.3.2 The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least fourteen days before proceeding on such leave.
- 13.4.3.3 The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- 13.4.3.4 In the case of extended Adoption Leave, the employee must, before the start of such leave, provide a statutory declaration by the employee stating:
- 13.4.3.4.1 Any period of Adoption Leave sought or taken by his or her spouse.
- 13.4.3.4.2 The employee is seeking that period of extended Adoption Leave to become the primary care-giver of the child.
- 13.4.4 An employee does not fail to comply with this clause if the failure was caused by:

13.4.4.1 The child being born (or the pregnancy otherwise terminating) before the expected date of birth.

13.4.4.2 The child being placed for adoption before the expected date of placement.

13.4.4.3 Other compelling circumstances.

13.4.5 In the case of the birth of a living child, notice of the period of leave is to be given within two weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within two weeks after the placement of the child.

13.4.6 An employee must notify the Commissioner of any change in the information provided under this clause within two weeks after the change.

13.4.7 If required by the Commissioner, an employee who applies for Parental Leave is to give the Commissioner a statutory declaration, or enter into an agreement with the Commissioner, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

13.5 Continuity of Service

Parental leave does not break an employee's continuity of service, but subject to subclauses 13.5.1, 13.5.2 and 13.5.3 is not to be taken into account in calculating an employee's period of service for any other purposes.

13.5.1 Any period of paid Adoption, paid Maternity or paid Paternity Leave shall count as full service for the purposes of determining progression either within a classification or from one classification to another. However, unpaid Parental Leave shall not count as service for determining such progression.

13.5.2 Adoption Leave on full pay, Maternity Leave at full pay and Paternity Leave at full pay shall count as full service for the purposes of determining all forms of leave.

13.5.3 Unpaid Parental Leave shall not count as service for determining any form of leave entitlement, except for Long Service Leave in cases where at least ten years of service has been completed and unpaid Parental Leave does not exceed six months.

13.6 Parents not to take Parental Leave at the same time

13.6.1 An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave.

13.6.2 If subclause 13.6.1 is contravened the period of parental leave to which the employee is entitled under this clause is reduced by the period of leave taken by his or her spouse. However, this subclause does not apply to short paternity leave or short adoption leave.

13.7 Cancellation of Parental Leave

13.7.1 Before starting leave - Parental leave applied for but not commenced is automatically cancelled if:

13.7.1.1 The employee withdraws the application for leave by written notice to the Commissioner.

13.7.1.2 The pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

13.7.2 After starting leave -

If:

13.7.2.1 The pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, provided:

13.7.2.1.1 If a child is still-born the female employee may elect to take available Sick Leave or Maternity Leave.

13.7.2.1.2 In the event of a miscarriage any absence from work is to be covered by the current Sick Leave provisions.

13.7.2.2 The child in respect of whom an employee is then on Parental Leave dies, or

13.7.2.3 The placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by the Commissioner within two weeks after the date on which the employee gives the Commissioner a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

13.7.3 The provisions of subclause 13.7 do not affect an employee's entitlement to special maternity leave or special adoption leave.

13.8 Parental Leave and other Leave

13.8.1 An employee may take any annual leave or long service leave to which the employee is entitled instead of, or in conjunction with parental leave.

13.8.2 However, the total period of leave cannot be so extended beyond the maximum period of Parental Leave authorised by this clause.

13.8.3 The maximum period of Parental Leave authorised by this clause is reduced by any period of paid sick leave taken by the employee while on Maternity Leave.

13.8.4 Any paid absence authorised by law or by an award, enterprise agreement or contract of employment is not available to an employee on Parental Leave, except if the paid absence is:

13.8.4.1 Annual Leave or Long Service Leave.

13.8.4.2 In the case of Maternity Leave - Sick Leave.

13.9 Employee and Commissioner may agree to interruption of Parental Leave by return to work -

13.9.1 An employee on Parental Leave may, with the agreement of the Commissioner, break the period of leave by returning to work for the Department, provided that:

13.9.1.1 A female employee who gives birth to a living child shall not resume duty until six weeks after the birth of the child, unless special arrangements for early return are made at the request of the female employee and supported by a certificate from a qualified medical practitioner.

13.9.1.2 A female employee who has returned to full-time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full-time or part-time basis if she so elects. This election may be exercised only once and a minimum of four weeks notice (or less if acceptable to the Commissioner) of her intention to resume maternity leave must be given.

13.9.2 The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this clause.

13.10 Extension of period of Parental Leave

13.10.1 An employee may extend the period of parental leave once only, by giving the Commissioner notice in writing of the extended period at least fourteen days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this clause.

13.10.2 An employee may extend the period of Parental Leave at any time with the agreement of the Commissioner. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this clause.

13.10.3 This subclause applies to an extension of leave whilst the employee is on leave or before the employee commences leave.

13.11 Shortening of period of Parental Leave

13.11.1 An employee may shorten the period of Parental Leave with the agreement of the Commissioner and by giving the Commissioner notice in writing of the shortened period at least fourteen days before the leave is to come to an end.

13.12 Return to work after Parental Leave

13.12.1 An employee returning to work after a period of Parental Leave is entitled to be employed in:

13.12.1.1 The classification (if possible, at the same location) held by the employee immediately before proceeding on that leave.

13.12.1.2 If the employee was transferred to a safe job before proceeding on Maternity Leave - the classification (if possible, at the same location) held immediately before the transfer.

13.12.2 If the classification no longer exists but there are other classifications available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a classification as comparable as possible in status and pay to that of the employee's former classification.

13.12.3 The provisions of subclause 13.12 extend to a female employee returning to work after a period of Special Maternity Leave and Sick Leave.

13.13 Payment

13.13.1 Payment for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Maternity Leave may be made:

13.13.1.1 In advance in a lump sum.

13.13.1.2 On a normal monthly basis.

- 13.13.1.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 13.13.2 Payment to eligible employees for the fourteen (14) weeks on full pay or twenty-eight (28) weeks on half pay paid Adoption Leave may be made:
- 13.13.2.1 In advance in a lump sum.
- 13.13.2.2 On a normal monthly basis.
- 13.13.2.3 Payment for such period of leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced. For the purposes of this subclause "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 13.14 Commissioner's Obligations
- 13.14.1 Information to Employees - On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, the Commissioner must inform the employee of:
- 13.14.1.1 The employee's entitlements to Parental Leave under this clause.
- 13.14.1.2 The employee's obligations to notify the Commissioner of any matter under this clause.
- 13.14.2 Records - The Commissioner must keep for at least six years, a record of Parental Leave granted under this clause to employees and all notices and documents given under this clause by employees or the Commissioner.
- 13.15 Termination of Employment because of Pregnancy etc
- 13.15.1 The Commissioner must not terminate the employment of an employee because:
- 13.15.1.1 The employee is pregnant or has applied to adopt a child.
- 13.15.1.2 The employee has given birth to a child or has adopted a child.
- 13.15.1.3 The employee has applied for, or is absent on Parental Leave, but otherwise the rights of the Commissioner in relation to termination of employment are not affected by this clause.
- 13.15.2 For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was a substantial and operative reason for termination.
- 13.15.3 This clause does not affect any other rights of a dismissed employee.

13.16 Replacement Employees

- 13.16.1 A replacement employee is a person who is specifically employed as a result of an employee proceeding on Parental Leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- 13.16.2 Before a replacement employee is employed, the Commissioner must inform the person of the temporary nature of the employment and of the rights of the employee on Parental Leave to return to work.
- 13.16.3 A reference in this clause to an employee proceeding on leave includes a reference to a pregnant employee exercising a right to be transferred to a safe job.

13.17 Transfer to a Safe Job

- 13.17.1 This subclause applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the Commissioner under the *Occupational Health and Safety Act 2000*.
- 13.17.2 The Commissioner is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to risk as follows:
- 13.17.2.1 Where a female employee is confirmed pregnant she is to notify the Regional Commander or Officer-in-Charge as soon as possible who will, in turn, direct that she be withdrawn from operational firefighting duties.
- 13.17.2.2
- 13.17.2.2.1 The standard issue uniform is to be worn by members until the pregnancy becomes apparent prior to the birth and from the tenth week, if practicable, following the birth.
- 13.17.2.2.2 Employees will be provided with a maternity uniform for use when appropriate.
- 13.17.2.3 An employee on maternity leave who gives birth to a living child shall not resume operational firefighting duties until thirteen weeks have elapsed after the birth of the child, unless a special request for early return is made by the employee supported by a medical certificate from a qualified medical practitioner, subsequently endorsed by the Department's Occupational Health Physician.
- 13.17.2.4 Duties other than fire fighting may be undertaken after six weeks following the birth of the child, if endorsed by the Occupational Health Physician.
- 13.17.2.5
- 13.17.2.5.1 Upon withdrawal from operational firefighting duties alternate work of a suitable nature is to be provided.
- 13.17.2.5.2 Allocation of duties will be determined by the Department following consultation between the Department's Occupational Health Physician, the employee's Officer-in-Charge and the employee.

13.17.3 If such an adjustment is not feasible or cannot reasonably be required to be made, the Commissioner is to transfer the employee to other work where she will not be exposed to that risk.

13.17.4 If such a transfer is not feasible or cannot reasonably be required to be made, the Commissioner is to grant the employee Maternity Leave under this clause (or any available paid Sick Leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

13.18 Special Maternity Leave and Sick Leave

13.8.1 If the pregnancy of an employee not then on maternity leave terminates before the expected date of birth (other than by the birth of a living child) or she suffers illness related to her pregnancy:

13.18.1.1 The employee is entitled to such period of unpaid leave (to be known as special Maternity Leave) as a medical practitioner certifies to be necessary before her return to work.

13.18.1.2 The employee is entitled to such paid sick leave (either instead of or in addition to special Maternity Leave) as she is then entitled to and as a medical practitioner certifies to be necessary before her return to work.

13.19 Special Adoption Leave

13.19.1 An employee who is seeking to adopt a child is entitled to up to two days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

14. Personal/Carer's Leave

14.1 Use of Sick Leave

14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.3.2, who needs the employee's care and support shall be entitled to use, in accordance with this clause, any current or accrued Sick Leave entitlement, provided for at clause 15, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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

14.1.3 The entitlement to use Sick Leave in accordance with this clause is subject to:

14.1.3.1 The employee being responsible for the care of the person concerned.

14.1.3.2 The person concerned being:

14.1.3.2.1 A spouse of the employee.

14.1.3.2.2 A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and 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.

- 14.1.3.2.3 A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.
 - 14.1.3.2.4 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.
 - 14.1.3.2.5 A relative of the employee who is a member of the same household where, for the purposes of this subclause:
 - 14.1.3.2.5.1 "Relative" means a person related by blood, marriage or affinity.
 - 14.1.3.2.5.2 "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other.
 - 14.1.3.2.5.3 "Household" means a family group living in the same domestic dwelling.
 - 14.1.4 An employee shall, wherever practicable, give the Department notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.
- 14.2 Unpaid Leave for Family Purpose
- 14.2.1 An employee may elect, with the consent of the Department, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 14.1.3.2, who is ill.
- 14.3 Annual Leave
- 14.3.1 An employee may elect, with the consent of the Department, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in any calendar year at a time or times agreed upon by the Department and the employee.

15. Sick Leave

- 15.1 In every case of illness or incapacity sustained by an employee whilst off duty, the following conditions shall apply.
- 15.2 Such employee shall, as soon as practicable, inform the Officer-in-Charge of the station to which the employee is attached of such inability to attend, or to be available for duty and as far as possible, shall state the nature of the illness or incapacity and the estimated duration of the same.
- 15.3 Such employee shall forward to the Officer-in-Charge of the station to which the employee is attached, a medical certificate stating the nature of the illness or incapacity. Before being entitled to resume duty, the employee must furnish a further medical certificate to the effect that the employee has recovered from the illness or incapacity and is fit for duty, unless a person authorised by the Commissioner dispenses with this requirement.
- 15.4 If so required, such employee shall submit to an examination by, or arranged by, the Department's medical officer.

- 15.5 Every employee who is absent from duty for a period of more than twenty-eight days will have their case reviewed by the Department's medical officer, and must be certified by such medical officer as fit for duty prior to being permitted to resume duty.
- 15.6 The granting of Sick Leave, the duration thereof and the pay, if any, for the same shall be on the following basis:
- 15.6.1 One week paid sick leave for each year of service, cumulative, less any paid Sick Leave taken, to a maximum of twenty six weeks.
- 15.6.2 Sick Leave beyond that provided for in subclause 15.6.1 shall be Sick Leave without pay.
- 15.6.3 Payment for Sick Leave shall be calculated on the weekly average of the total amount paid by the Department to the employee for the twelve months immediately prior to the date on which leave is commenced excluding any periods of Special Leave Without Pay, unpaid leave and/or suspension. For the purposes of this subclause, "total amount" shall include all payments made to the employee by the Department excluding payments made as compensation or reimbursement for expenses (eg. payments for meals, accommodation and for kilometres travelled).
- 15.7 Where payment has been made for sick leave, under this clause, to an employee whose sick leave entitlement has already been exhausted, or whose right to sick leave is not established, the Department may deduct the amount overpaid from any future payments made to the employee concerned in accordance with the provisions of subclause 6.10.

16. Special Leave for Union Activities

- 16.1 Attendance at Union Conferences/Meetings
- 16.1.1 Employees who are members of the Union and accredited by the Union as a delegate are entitled to special leave with pay to attend the following:
- 16.1.1.1 Annual or bi-annual conferences of the Union.
- 16.1.1.2 Meetings of the Union's Executive/Committee of Management.
- 16.1.1.3 Annual conference of the Labor Council of NSW.
- 16.1.1.4 Bi-annual conference of the Australian Council of Trade Unions.
- 16.1.2 While there is no limit on special leave for Union activities, such leave is to be kept to a minimum and is subject to the employee:
- 16.1.2.1 Establishing accreditation as a delegate with the Union.
- 16.1.2.2 Providing sufficient notice of absence to the Department.
- 16.1.2.3 Lodging a formal application for special leave.
- 16.1.3 Such leave is also subject to the Union:
- 16.1.3.1 Providing documentary evidence to the Department about an accredited delegate in sufficient time to enable the Department to make arrangements for performance of duties.
- 16.1.3.2 Meeting all travelling, accommodation and any other costs incurred for the accredited delegate.

- 16.1.3.3 Providing the Department with confirmation of attendance of the accredited delegate.
- 16.1.4 Providing the provisions of this clause are satisfied by both the employee and the Union, the Department shall:
 - 16.1.4.1 Release the accredited delegate for the duration of the conference or meeting.
 - 16.1.4.2 Grant special leave (with pay).
 - 16.1.4.3 Ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- 16.1.5 Period of Notice -
 - 16.1.5.1 Generally, dates of conferences or meetings are known well in advance and it is expected that the Department would be notified as soon as accreditation has been given to a delegate, or at least two weeks before the date of attendance.
 - 16.1.5.2 Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the Department as soon as advice of the meeting is received by the accredited delegate.
- 16.1.6 Travel Time -
 - 16.1.6.1 Where a delegate has to travel to Sydney, inter or intra State, to attend a conference or meeting, special leave will also apply to reasonable travelling time to and from the venue of the conference or meeting.
- 16.1.7 Payment -
 - 16.1.7.1 An employee entitled to Special Leave in terms of this clause shall, for the period of such Special Leave, be deemed to have attended any incident, drill or other authorised duties which occurred at the employee's Brigade during such leave, and be paid accordingly.
- 16.1.8 Special Leave in terms of this clause shall count as service for all purposes.
- 16.1.9 Availability of Special Leave -
 - 16.1.9.1 Special Leave shall not be available to employees whilst they are on any period of other leave.
- 16.2 Attendance at Courses/Seminars Conducted or Supported by Trade Union Education Foundation (TUEF).
 - 16.2.1 Except where inconsistent with the provisions of subclause 16.2, the provisions of subclause 16.1 of this clause shall also apply to attendance at courses or seminars conducted or supported by TUEF.
 - 16.2.2 Up to a maximum of twelve days in any period of two years may be granted to employees who are members of the Union.
 - 16.2.3 The grant of leave to attend courses or seminars conducted or supported by TUEF, is subject to the following conditions:

- 16.2.3.1 Departmental operating requirements permit the grant of leave and the absence does not result in working of overtime by other employees.
- 16.2.3.2 Expenses associated with attendance at such courses or seminars, eg. fares, accommodation, meal costs, etc., will be required to be met by the employee concerned but, subject to the maximum prescribed in subclause 16.2.2., special leave may include travelling time necessarily required to attend courses or seminars.
- 16.2.3.3 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such a course or seminar and supports the application.

17. Court Attendance Entitlements

- 17.1 The provisions of this clause shall apply to employees attending Court (which term shall include any related conferences) as a:
 - 17.1.1 Result of the duties performed by the employee in the employee's position with the Department, including attendance at an incident.
 - 17.1.2 Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department.
 - 17.1.3 Witness in a private capacity.
- 17.2 Attendance at Court as a result of the duties performed by an employee in the employee's position with the Department, including attendance at an incident.
 - 17.2.1 Such attendance shall be regarded as attendance in an official capacity and uniform must be worn.
 - 17.2.2 Other than monies paid as reimbursement for loss of income as an employee of the Department, employees may retain all monies paid in connection with their attendance as a witness.
 - 17.2.3 In addition to any monies to which an employee may be entitled pursuant to subclause 17.2.2, employees shall be paid at the rate applicable to the employee's classification, from the time the employee is required to attend Court to the time on that day that the employee is no longer required by the Court.
 - 17.2.4 Travelling time and travel expenses in excess of any compensation therefor paid by the Court or other party shall be compensated in accordance with clause 19, Travelling Compensation.
 - 17.2.5 Where the employee is recalled to duty to attend Court while on Annual or Long Service Leave, such employee shall be recredited with a full days leave, for each day or part thereof.
 - 17.2.6 Where an employee is subpoenaed to attend Court while on Sick Leave it is the responsibility of the employee to ensure that the circumstances are communicated to the Court. If the employee is still required to and does attend Court, the sick leave debited for that period shall be recredited and the entitlements provided for in subclauses 17.2.2, 17.2.3 and 17.2.4 shall apply.
- 17.3 Where an Employee Attends Court

- 17.3.1 As a Witness for the Crown but not as a result of the duties performed by the employee in the employee's position with the Department; or as a witness in a Private Capacity, (i.e., not subpoenaed by the Crown):
- 17.3.1.1 The employee shall only be entitled to Special Leave Without Pay from the Department to attend Court.
- 17.3.1.2 Any claim for reimbursement of expenses, compensation for travelling time, lost income etc. is to be made by the employee to the Court and/or the party issuing the subpoena. The employee may retain all monies paid as a consequence of such claims.

18. Training Course Attendance Entitlements

- 18.1 The provisions of this clause shall apply to attendance at training programs (other than regular drills) delivered by, on behalf of, or approved by the Department.
- 18.2 Accommodation
- 18.2.1 The Commissioner (or delegate) shall approve appropriate accommodation for an employee, if it can be demonstrated that an unreasonable amount of travelling time and/or distance is involved when travelling to and from the employee's residence to the training venue.
- 18.2.2 Where Departmental accommodation is not provided to an employee with an entitlement to accommodation, the relevant accommodation provisions prescribed by clause 19, Travelling Compensation, shall be paid.
- 18.2.3 Where it is not possible for an employee to travel to the training venue on the first day of the course or where the travelling time would be unreasonable to travel on the first day of the course, the employee shall be entitled to appropriate accommodation on the evening prior to the start of the course. If it is not possible for an employee to travel from the training venue to his or her residence at the conclusion of the course or if the travelling time would be unreasonable, the employee shall be entitled to appropriate accommodation on the evening of the last day of the course. Approval must be obtained from the Commissioner (or delegate) prior to bookings being made.
- 18.2.4 Notwithstanding the provisions of this subclause, any employee who considers that these criteria would cause undue hardship etc. may make application for special consideration. All such applications will be considered on their individual merits according to the program content and the starting and completion times, on a daily basis.
- 18.3 Meals
- 18.3.1 All employees attending training programs which extend for a whole day shall be provided with morning/afternoon tea and lunch.
- 18.3.2 Where employees have been granted approval for overnight accommodation and when such accommodation is provided by the Department, expenses reasonably and properly incurred shall be reimbursed in accordance with clause 19, Travelling Compensation.
- 18.3.3 Employees who are not required to accommodate themselves overnight shall, where appropriate, be paid the relevant meal allowances prescribed by clause 19, Travelling Compensation.
- 18.3.4 Meal allowances are not payable during times at which an accommodation allowance (as prescribed in subclause 18.2.2) has been paid. A component of the accommodation allowance compensates for the costs associated with breakfast, lunch and evening meals.
- 18.4 Incidentals

18.4.1 Employees who are provided with Departmental accommodation shall be entitled to claim the appropriate incidental allowance as prescribed by clause 19, Travelling Compensation.

18.4.2 The incidental allowance cannot be claimed for any day during which an accommodation allowance referred to in subclause 18.2.2, is paid. The incidental allowance forms a component of the accommodation allowance and amongst other things, recognises the cost associated with personal telephone calls, etc.

18.5 Travelling Time

18.5.1 Compensation shall be in accordance with Clause 19, Travelling Compensation.

19. Travelling Compensation

19.1 Travelling Time - When an employee is required to travel for purposes other than attending regular drills or incidents, the employee may apply for payment, at the rate applicable to the employees' classification, for time spent travelling subject to the following:

19.1.1 Where the employee has travelled overnight but has been provided with sleeping facilities, the travelling time shall not include travel between 2300 hours on one day and 0730 hours on the next day.

19.1.2 Travelling time does not include time spent taking a meal when the employee stops a journey to take the meal.

19.1.3 Travelling time shall be calculated by reference to the use of the most practical and economic means of transport.

19.1.4 Payment will not be made or allowed for more than eight hours in any period of twenty-four hours.

19.1.5 Where an employee is in receipt of the kilometre allowance prescribed at Entitlement Code "K" of Table 1 of Part B, such employee shall not be entitled to claim compensation for travelling time.

19.2 Meal Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, and is not required to reside away from home (a one day journey), the employee shall be eligible to be paid the following meal allowances, subject to the following conditions:

19.2.1 For breakfast when required to commence travel at/or before 0600 hours, the amount set at Item 1 of Table 2 of Part B.

19.2.2 For lunch when, by reason of the journey, an employee is unable to take lunch at the place or in the manner in which the employee ordinarily takes lunch and is put to additional expense, the amount set at Item 2 of Table 2 of Part B, or an amount equivalent to the additional expense, whichever is the lesser.

19.2.3 For an evening meal when required to work or travel until or beyond 1830 hours, an amount set at Item 3 of Table 2 of Part B.

19.2.4 Meal Allowances shall not be paid where the employee is provided with an adequate meal.

19.3 Accommodation Allowances - When an employee is required to perform official duty at a temporary work location, other than attendance at incidents or regular drills, which requires the employee to reside away from home and the employee is not provided with accommodation by the Government, the

employee shall be eligible to be paid the following accommodation (sustenance) allowances subject to the conditions set out below:

- 19.3.1 For the first thirty five calendar days, the appropriate amounts set at Item 4 of Table 2 of Part B.
- 19.3.2 The actual necessary expenses for meals and accommodation (actuals), together with incidental expenses as appropriate, set at Item 5 of Table 2 of Part B. The necessary expenses do not include morning and afternoon tea.
- 19.3.3 After the first thirty five calendar days and for up to six months an employee shall be paid an allowance at the rate set at Item 6 of Table 2 of Part B provided the allowance paid to an employee, temporarily located in Broken Hill shall be increased by 20%. The allowance is not payable in respect of:
 - 19.3.3.1 Any period during which the employee returns home on weekends or public holidays, commencing with the time of arrival at the residence and ending at the time of departure from the residence.
 - 19.3.3.2 Any other period during which the employee is absent from the temporary work location (including leave) otherwise than on official duty, unless approved by the Commissioner.
- 19.3.4 The capital city rate shall apply to Sydney in respect of the Sydney telephone district only as defined by Telstra Corporation Ltd.
- 19.3.5
 - 19.3.5.1 Where an employee proceeds directly to a temporary work location in a Capital city and returns direct, the Capital city rate applies to the whole absence.
 - 19.3.5.2 Where an employee breaks the journey, other than for a meal, in a centre that is not a Capital city, the Capital city rate applies only in respect of the time spent in the Capital city, the elsewhere rate applies to the remainder of the absence.
- 19.4 Incidental Expenses Allowances - Government Provided Accommodation - When an employee is required to perform official duty at a temporary work location which requires that the employee reside away from home and is provided with accommodation by the Government, the employee shall be eligible to be reimbursed expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty and in addition be paid an allowance at the rate set at Item 5 of Table 2, of Part B as appropriate. Such expenses are limited to costs in relation to food, laundry and accommodation that exceed what would normally have been incurred at home. Any meal taken at a Government establishment is to be paid for and appropriate reimbursement sought.
- 19.5 Additional Provisions
 - 19.5.1 Unless specifically provided for in Clause 18, Training Course Attendance Entitlements or Clause 17, Court Attendance Entitlements, the provisions of this clause shall not apply in the circumstances provided for by those clauses.
 - 19.5.2 When an employee is required to travel to a temporary work location or to attend a training course or conference on what would normally be regarded as a one day journey and the total time of absence will exceed 13 hours, the employee may be directed or may request that the employee reside temporarily at a place other than the employee's residence. In such cases, employees shall be entitled to the accommodation allowances or reimbursement of expenses, as appropriate.

- 19.5.3 The claim for an accommodation allowance or reimbursement of expenses shall be for the whole of the period of absence and cannot be dissected into part of the time of the absence by way of allowance and part of the absence being compensated by reimbursement.
- 19.5.4 When an employee in receipt of an accommodation allowance is granted special leave to return home from a temporary work location, the employee shall be reimbursed for the cost of the return rail fare or, if a first class rail service is reasonably available, the cost of a first class return rail fare. No taxi fares or other incidental expenses are payable.
- 19.5.5 Employees shall be entitled, subject to Departmental approval, to use either their private vehicle or public transport on the following basis:
- 19.5.5.1 Reimbursement is not to be paid for a journey if an official motor vehicle is used for the journey.
- 19.5.5.2 Where employees are granted approval to use their private vehicles, such employees shall receive the kilometre rate, set at Entitlement Code "K" of Table 1 of Part B, for the actual distance necessarily and reasonably travelled. Employees in receipt of the rate set at Entitlement Code "K" of Table 1 of Part B, shall not be entitled to the provisions of subclause 19.1, Travelling Time.
- 19.5.5.3 Employees who are required to utilise public transport shall be reimbursed the necessary costs incurred.
- 19.5.5.4 The Commissioner is to consider the convenience of the employee when an employee is required to travel to a temporary work location.
- 19.5.5.5 Unless special circumstances exist, the employee's work, the mode of transport used and the employee's travel itineraries are to be organised and approved in advance so that compensation for travel time and payment of allowances is reasonably minimised.
- 19.5.6 Where a meal allowance or an accommodation allowance is insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid so as to reimburse the employee for the additional expenses incurred, subject to the following:
- 19.5.6.1 The Commissioner may require the production of receipts or other proof that expenditure was incurred.
- 19.5.6.2 If any expense in respect of which an allowance is payable was not properly and reasonably incurred by the employee in the performance of official duties, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 19.5.6.3 If any purported expense was not incurred by the employee, payment of the allowance may be refused or the amount of the allowance may be reduced.
- 19.6 Claims - Claims should be submitted promptly, i.e., within one month from the completion of the work or within such time as the Commissioner determines.
- 19.6.1 The Commissioner may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the appropriate expenditure anticipated and be in accordance with In Orders 1982/34.
- 19.6.2 In assessing claims for travelling time and payment of allowances, reference should be made to the time that might reasonably have been taken by the particular mode of transport used. Provided that where an employee can demonstrate that the use of the

means of transport proposed by the Department is unreasonable in the circumstances, the employee may apply to the Commissioner for a review of the Department's decision. Where an employee does not wish to use the means of transport proposed by the Department, eg. air travel as against train or car travel, travelling time and allowances should be assessed on the basis that the most practical and economical means of transport is used.

- 19.6.3 Where an allowance is payable at a daily rate and a claim is made for a portion of the day, the amount to be paid is to be calculated to the nearest half hour.
- 19.7 The amounts set at Items 1 to 6 in Table 2 of Part B, shall be adjusted in line with the allowances prescribed in the Crown Employees (Public Service Conditions of Employment 2002) Award, in the same amounts and from the same dates.

20. Transfers

- 20.1 Subject to satisfactory attendance and service and the employee meeting Departmental residential guidelines, an employee may apply for a transfer from one Volunteer Brigade to another Volunteer Brigade.
- 20.2 In the event that the station to which the transfer is sought does not have a vacancy, the Department may appoint such employee as a supernumerary. Where an employee is not appointed as a supernumerary, such employee shall be placed on an eligibility list for appointment at the station when a vacancy arises.
- 20.3 Where a transfer does not result in a break in service, the employee's service shall be regarded as continuous.
- 20.4 Any employee transferred from one Volunteer Brigade to another Volunteer Brigade shall not be entitled to compensation or reimbursement of expenses in relation to that transfer.

21. Procedures Regarding Reports and Charges

- 21.1 When an employee is summoned to appear before the employee's Senior Officer or before the Department on a charge, appeal or formal inquiry, the employee shall be given particulars in writing of the charge or allegation, if any, against the employee, at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry. The employee shall be allowed access personally or by a representative duly authorised in writing by the employee, to all or any of the official papers, correspondence or reports of the Department relating to the charge, appeal, or subject of the said inquiry.
- 21.2 The employee also shall be allowed to give and to call evidence on the employee's own behalf and to hear all evidence given.
- 21.3 If an employee so requests, the employee may be represented by an officer of the Union before the employee's Senior Officer or the Department on all such occasions.
- 21.4
- 21.4.1 No report about an employee shall be placed on the records or papers relating to that employee unless the employee concerned has been shown the said report.
- 21.4.2 If the employee disagrees with the report, the employee shall be entitled to make such a notation on the report.
- 21.4.3 Evidence that the employee has been shown the report will be by either the employee's signature thereon, or in accordance with subclause 21.4.4.
- 21.4.4 Where an employee refuses to sign the report, such refusal shall immediately be noted upon the report by the Senior Officer handling the report. In such cases, the Senior

- Officer will advise the employee that the refusal to sign will be noted on the report and that the report, together with such notation, will be placed on the records or papers relating to that employee.
- 21.4.5 Further to subclause 21.4.4, in such circumstances, the Department will notify the Union in writing, within seven days of such refusal and the Union shall be given an opportunity of replying to the report.
- 21.4.6 If the employee so desires, any written response from either the employee or the Union shall also be placed amongst the records or papers relating to the employee or noted thereon.
- 21.5 Where the Department has for its own purposes, arranged for a transcript to be taken of proceedings on a charge, appeal or formal inquiry, a copy of such transcript shall be supplied free of cost to the employee concerned if, during the hearing or at the termination of the proceedings, a request therefor, in writing, is made by the employee.
- 21.6 After the Senior Officer has announced the recommendation or when the Department has made its decision as the result of a charge or an appeal, the employee concerned shall be informed thereof, in writing, within seven days after such announcement or decision has been made or has been given, as the case may be.
- 21.7 For the purposes of this clause "Senior Officer" means the employees' Senior Officer or an Officer of a higher rank.

22. Acknowledgment of Applications and Reports

- 22.1 When an employee makes an application or a report in writing to the proper officer, the employee shall be sent an acknowledgment of its receipt, noting the matter contained therein.
- 22.2 The result of an application shall be communicated to the employee no later than fourteen days after a decision has been reached. In cases where no decision has been reached within one month, the reason for the delay shall be communicated in writing to the employee.
- 22.3 The provisions of this clause shall not apply in cases where other procedures are specifically stipulated (eg. in Standing Orders or In Orders).

23. Training and Staff Development

- 23.1 The parties confirm their commitment to training and staff development for employees of the Department.
- 23.2 Employees covered by this Award shall be required to complete appropriate training to improve the productivity and efficiency of the Department's operations.
- 23.3 Employees shall be required to complete training in accordance with competency requirements as determined by the Commissioner.
- 23.4 An employee may be directed to carry out any duties appropriate to the employee's classification that are within the employee's level of skill, competence and training, provided that such direction does not promote deskilling.

Training Review Committee (TRC)

- 23.5 The TRC shall develop and implement an effective and equitable system of training in the NSW Fire Brigades using the principles of Competency Based Training.
- 23.6 The structure of the TRC will consist of 3 representatives of the Department and 3 representatives of the Union.

- 23.7 The Chairperson of the Committee will alternate every 12 months between a nominee of the Department and the Union.
- 23.8 The role of the TRC will include (but not be limited to):
- 23.8.1 the further development of training throughout the NSW Fire Brigades;
 - 23.8.2 overseeing the implementation of an agreed Competency Based Training regime throughout the NSW Fire Brigades;
 - 23.8.3 acting as a reference point for all disputes relating to training in the NSW Fire Brigades; and
 - 23.8.4 considering Recognised Prior Learning (RPL) policy generally and in particular, it will consider individual applications for RPL.
- 23.9 Procedure
- 23.9.1 The TRC will meet at least once every four weeks.
 - 23.9.2 Members of the TRC shall be released from day to day operations, except in the event of an incident or other emergency circumstances, for the purposes of fulfilling the above roles.
 - 23.9.3 The TRC will be adequately resourced by the Department so that it can effectively fulfil the above roles.

24. Protective Clothing and Uniforms

- 24.1 The Department shall supply to all employees two sets of appropriate protective clothing for operational duties which shall meet relevant National and/or International Standards, or as otherwise agreed to with the Union.
- 24.2 Employees supplied with the above clothing shall wear it in accordance with Departmental instructions.
- 24.3 The provision of wet weather gear shall be in accordance with existing practice.
- 24.4 Where any uniform or wearing apparel is supplied by the Department and is required to be worn by its employees, and such uniform or wearing apparel becomes soiled or damaged in the execution of duty as to require dry cleaning or repairs, such dry cleaning or repairs shall be done at the expense of the Department.
- 24.5 When an employee retires, resigns or is terminated, the protective clothing issued to that employee shall be returned to the station to which the employee was attached. As much of that returned protective clothing shall be retained at the station as is necessary to maintain a reasonable supply of spare protective clothing.

25. Disputes Avoidance Procedures

- 25.1 Subject to the provisions of the *Industrial Relations Act* 1996, and to enable claims, issues and disputes to be resolved while work proceeds normally, the following procedures are to apply:
- 25.1.1 Employee(s) and/or Union representatives will place the matter before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible and will at least provide a progress report before the close of ordinary business on the next working day.

- 25.1.2 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the next highest Officer-in-Charge of the relevant zone or region. That officer will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible and will at least provide a progress report before the close of ordinary business on the next working day.
- 25.1.3 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Director Human Resources. The Director Human Resources will take all reasonable steps to reply to the employee(s) and/or Union representatives as soon as possible and will at least provide a progress report before the close of ordinary business on the next working day.
- 25.1.4 Failing agreement, employee(s) and/or Union representatives will place the claim, issue or dispute before the Commissioner. The claim, issue or dispute and all relevant circumstances relating to it will be fully reviewed by the Commissioner and the Union and all reasonable steps shall be taken in an attempt to resolve the matter.
- 25.1.5 No action is to be taken by the Union which would affect the Department's operations while a dispute is under investigation.
- 25.1.6 Failing agreement, the claim, issue or dispute shall be referred to the appropriate industrial tribunal.

26. Attendance Requirements at Incidents and Drills

- 26.1 The following attendance guidelines shall apply to employees covered by this Award:
 - 26.1.1 Attendance at Incidents -
 - 26.1.1.1 Employees who, by virtue of their primary form of employment, are day workers are required to attend a minimum of 50% of all night and weekend calls received by the employee's brigade in any six month period.
 - 26.1.1.2 Employees who, by virtue of their primary form of employment, are shift workers are required to attend a minimum of 33% of all calls received by the employee's brigade in any six month period.
 - 26.1.2 Attendance at Drills - Employees are required to attend a minimum of 75% of all regular drills conducted at their brigade in any six month period.
- 26.2 Any period of approved leave or authorised absence shall be excluded when determining an employee's levels of attendance.
- 26.3 In cases where an employee's attendance falls below the requirements prescribed by subclause 26.1, the following procedures are to apply:
 - 26.3.1 The Officer in Charge of the station to which the employee is attached, shall discuss the matter with the employee concerned. The employee may be informed that his/her attendance will be monitored over the next 3 months.
 - 26.3.2 If the employee's attendance does not meet the required levels for the 3 month period outlined in 26.3.1, the employee's Regional Commander shall notify the employee in

writing of such deficiency. The employee shall be given a further 3 month period to improve his/her attendance levels, before any further action may be taken.

- 26.4 Employees who have been notified in terms of 26.3.1 and/or 26.3.2 may make application to the Commissioner for special consideration.
- 26.5 The attendance requirements referred to in subclause 26.1 may be altered by agreement between the Department and the Union.
- 26.6 "Day worker" means for the purposes of this clause, a worker who consistently works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and before 10:00 am.
- 26.7 "Shift worker" means for the purposes of this clause, a worker who is not a day worker as defined in subclause 26.6.

27. Attendance at Major Emergencies

- 27.1 The provisions of this clause shall apply to those employees who attend a Major Emergency which has, following agreement between the Union and the Department, been deemed to attract such entitlements.

27.2 Travel Entitlements

- 27.2.1 Employees who are required to collect their firefighting uniform from the station shall be paid in accordance with subclause 9.1.1.1.
- 27.2.2 Employees who are required to use their private vehicle to attend the incident or a "pick up point" that is not at their station, shall be paid at the rate prescribed at Entitlement Code "K" of Table 1 of Part B, for the return distance from the station to the incident or pick up point.
- 27.2.3 Employees who are provided with transport for any part of the forward and return journeys between their residence and the incident shall be entitled to be paid travelling time at the appropriate rate of pay for the employee's classification for the time spent travelling, provided that:
- 27.2.3.1 Travelling Time shall not be paid for any part of a journey where the employee received payment under subclauses 27.2.1 or 27.2.2 of this Award; and
- 27.2.3.2 Travelling Time for the forward journey shall be calculated as being the total time between departure from the station or pick up point to arrival at the incident; and
- 27.2.3.3 Travelling Time for the return journey shall be calculated as being the total time between departure from the incident to arrival at the pick up point or station.

27.3 Accommodation Entitlements

- 27.3.1 Employees who reside further than 50 kilometres from the scene of the major emergency shall be entitled to be provided with appropriate accommodation where their attendance at the emergency extends beyond a single day or in such cases where it would be unreasonable to travel at the conclusion of duty.
- 27.3.2 Notwithstanding the provisions of subclause 27.3.1, the Commissioner may grant approval to provide appropriate accommodation to employees who reside within 50 kilometres of the scene of a major emergency.
- 27.3.3 Employees who are provided with accommodation shall be entitled to claim the incidental allowance prescribed at Item 5 of Table 2 of Part B, for each day of attendance.

- 27.3.4 Employees who have an entitlement to accommodation but are not provided with appropriate accommodation shall be entitled to claim an accommodation allowance in accordance with subclause 19.3.
- 27.4 Meals
- 27.4.1 Employees shall be provided with substantial meals for breakfast, lunch and dinner throughout the period of attendance at a major emergency.
- 27.4.2 Where meals are not provided to employees in accordance with subclause 27.4.1, an allowance set at Entitlement Code "M" of Table 1 of Part B shall be paid.
- 27.4.3 Where employees are required to work between the meals provided for in subclause 27.4.1, such employees shall be entitled to the refreshments and meals prescribed by subclause 8.1.
- 27.5 Payment for time spent in Attendance
- 27.5.1 Where an employee's period of attendance at a major emergency is less than 48 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the entire period of attendance.
- 27.5.2 Where an employee's period of attendance at a major emergency is greater than 8 hours, such employee shall be paid at the appropriate rate of pay for the employee's classification for the following periods:
- 27.5.2.1 on the day of departure from the employees' residence, the period from the time of departure to 2400 Hrs; and
- 27.5.2.2 on the day of arrival at the employees' residence following attendance at the major emergency, the period from 0000 Hrs to the time of arrival; and
- 27.5.2.3 for the period between the day of departure to and the day of return from attendance at a major emergency, all time less any periods of down time, provided that employees will receive payment of a minimum of 16 hours per day.
- 27.5.3 For the purposes of this subclause the "period of attendance at a major emergency" shall mean the entire period from the time of departure from the employee's residence until the time of return to the employee's residence following attendance at the emergency.
- 27.5.4 For the purposes of this subclause "periods of down time" shall mean periods of not less than 8 consecutive hours where employees are neither performing operational duties nor on stand by to perform such duties.

28. Drug and Alcohol Protocol

- 28.1 The joint Protocol on Drug and Alcohol Safety and Rehabilitation in the Workplace, signed by the Department and the Union on 18 March 1998, shall apply to all employees covered by this Award.
- 28.2 Any changes to the Protocol shall only be by agreement between the Department and the Union.

29. Salary Sacrifice to Superannuation

- 29.1 For the purposes of this Clause, "salary" means the retainer prescribed for the employee's classification by Clause 6, Rates of Pay and Allowances.
- 29.2 Notwithstanding the salaries prescribed in Part B, Rates of Pay and Allowances, an employee may elect, subject to the agreement of the employees Department or agency, to sacrifice a portion of the wage/salary payable under Clause 6 to this Award, to additional employer superannuation contributions.

Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 29A of this Award must not exceed fifty (50) percent of the wage/salary payable under Clause 6 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

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

29.3.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE (i.e., "Pay As You Earn") taxation deductions by the amount of that sacrificed portion; and

29.3.2 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 6, in the absence of any salary sacrifice to superannuation made under this Award.

29.4 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

29.4.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or

29.4.2 subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

29.5 Where an employee elects to salary sacrifice in terms of subclause 29.4 above, the Department will pay the sacrificed amount into the relevant superannuation fund.

29.6 Where the employee is a member of a superannuation scheme established under:

(a) the *Police Regulation (Superannuation) Act 1906*;

(b) the *Superannuation Act 1916*;

(c) the *State Authorities Superannuation Act 1987*;

(d) the *State Authorities Non-contributory Superannuation Act 1987*; or

(e) the *First State Superannuation Act 1992*.

the employee's Department must ensure that the amount of any additional employer superannuation contributions specified in subclause 29.2 above is included in the employee's superannuable salary which is notified to the NSW Public Sector Superannuation Trustee Corporations.

29.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Department to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 29.6 above, the Department will continue to base contributions to that fund on the salary payable under clause 6 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This Clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

30. Wage/Salary Packaging Arrangements

- 30.1 By mutual agreement with the Public Employment Office (PEO), an employee may, from time to time, elect to receive:
- 30.1.1 a benefit or benefits selected from those approved from time to time by the PEO; and
 - 30.1.2 a salary equal to the difference between the wage/salary prescribed for the employee by clause 6 of this award, and the amount specified by the PEO from time to time for the benefit provided to or in respect of the employee in accordance with such agreement.
- 30.2 The agreement shall be recorded in writing and shall be known as a Wage/Salary Packaging Agreement.
- 30.2.1 A Wage/Salary Packaging Agreement shall be for a period of up to 24 months, unless a different period is mutually agreed between the employee and the PEO at the time of signing the Wage/Salary Packaging Agreement.
 - 30.2.2 The PEO may vary the range and type of benefits available from time to time following discussion with Labor Council and the Union. Such variations shall apply to any existing or future Wage/Salary Packaging Agreement from date of such variation.
 - 30.2.3 The PEO will determine from time to time the value of the benefits provided following discussion with Labor Council and the Union. Such variations shall apply to any existing or future Wage/Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage/Salary Packaging Agreement immediately.

31. Bereavement Leave

- 31.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause.
- 31.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 31.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 14.1.3.2 of clause 14, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 31.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 31.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2 and 14.3 of clause 14. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the Department.

32. Anti-Discrimination

- 32.1 It is the intention of the parties bound by this Award to seek to achieve the object in 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.
- 32.2 It follows that in fulfilling their obligations under the Disputes Avoidance Procedures prescribed by Clause 25, 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.

32.3 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.

32.4 Nothing in this Clause is taken to affect:

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

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

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

32.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

33. Area, Incidence and Duration

33.1 This Award rescinds and replaces the Crown Employees (NSW Fire Brigades Retained Firefighting Staff) Award 2004 published 25 February 2005 (348 I.G. 765), as varied.

33.2 This Award shall take effect on and from 1 April 2005 and shall remain in force until 31 March 2008.

PART B

MONETARY RATES

Table 1 - Payment Entitlement Codes

Clause	Description	Code	On & From 1 April 2005 \$	On & From 1 April 2006 \$	On & From 1 April 2007 \$
6.3	Monthly Retainer Captain A	A	190.10	197.70	205.60
6.3	Monthly Retainer Captain B Deputy Captain A	B	171.50	178.40	185.50
6.3	Monthly Retainer Deputy Captain B	C	128.80	134.00	139.40
6.3	Monthly Retainer Firefighter A	D	97.80	101.70	105.80
6.3	Monthly Retainer Firefighter B	E	73.30	76.20	79.20
6.3	Monthly Retainer Firefighter C	F	49.00	51.00	53.00
6.3	1st Hour Captain	G	26.01	27.05	28.13
6.3	1st Hour Deputy Capt. Firefighter	H	22.53	23.43	24.37

	Levels A,B,C				
6.3	Each Subsequent half hour or part Captain	I	13.01	13.53	14.07
6.3	Each Subsequent half hour or part Deputy Capt. Firefighter Levels A,B,C	J	11.27	11.72	12.19
9.1.1, 9.2.1, 9.3.1 & 9.4.1	Kilometre Allowance	K	0.86	0.89	0.93
6.8	Stand By Rate per hour	L	50.11	52.10	54.18
8.2	Meal Allowance	M	20.55	20.55	20.55
8.2	Refreshment Allowance	N	10.30	10.30	10.30

Table 2 - Travelling Compensation Allowances

Item No	Clause	Description	Unit	1/4/05 Rate \$	
				##	^^
1	19.2.1	Breakfast	\$ per meal	18.40	16.40
2	19.2.2	Lunch	\$ per meal	20.55	18.75
3	19.2.3	Dinner	\$ per meal	35.40	32.40
4	19.3.1	Accommodation first 35 days (includes all meals)	\$ per day		
		Capital Cities			
		Sydney		245.55	
		Adelaide		219.55	
		Brisbane		214.55	
		Canberra		191.55	
		Darwin		210.55	
		Hobart		192.55	
		Melbourne		238.55	
		Perth		205.55	
		High Cost Country Centres			
		Newcastle		196.55	
		Wollongong		188.55	
		Tier 2 Country Centres			
		Bathurst		166.75	
		Maitland		166.75	
		Wagga Wagga		166.75	
		Other Country Centres		151.75	
5	19.3.2 & 27.3.3	Actual Necessary Expenses - all locations	\$ per day	14.20	
6	19.3.3	Accommodation - after first 35 days up to 6 months - all locations	\$ per day	50% of the appropriate location rate	
7	19.4	Incidental Expenses	\$ per day	14.20	

Legend:

= Capital Cities & High Cost Country Centres - includes all Capital Cities, Newcastle, and Wollongong.
 ^^ = Tier 2 Country Centres & Other Country Centres including Bathurst, Gosford, Orange, Wagga Wagga and all other country centres.

Table 3 - Authorised Duties

<p>Attendance at: Bushfire Management Committee Meetings Local/District Emergency Management Committee Meetings Local Government Meetings Zone/Regional conferences and information days Other such meetings as authorised by the Dept.</p> <p>Completion of Fire Reports where insufficient time available at the conclusion of calls</p> <p>Testing of Fire Alarms</p> <p>Attendance at station to enable service and maintenance work to be carried out</p> <p>Station maintenance (i.e. lawn mowing, cleaning, BA and equipment checks)</p> <p>Performance of Engine Keeper duties</p> <p>Transporting NSWFB equipment in private vehicle</p>
<p>Hose Repairs</p> <p>Recharging of BA cylinders</p> <p>Participation in selection committees</p> <p>Attendance at PR activities (i.e. open days, fetes, career markets, information displays, etc.)</p> <p>Attendance at Public Education activities (i.e. sessions in schools/community groups, smoke alarm campaigns)</p> <p>Participation in joint training sessions/exercises with other emergency services</p> <p>Attendance at training exercises/schools additional to the normal drill program</p> <p>Hydrant Inspections</p> <p>Pre-incident planning exercises</p>

F. L. WRIGHT *J, President.*
 R. P. BOLAND *J.*
 J. P. GRAYSON *D.P.*
 I. TABBAA, Commissioner.

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(264)

SERIAL C2977

**CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND TAFE AND
RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD
2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by New South Wales Teachers Federation, industrial organisation of employees.

(Nos. IRC 3749 of 2003 and 3717 of 2004)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
Mr Deputy President Grayson
Commissioner McLeay

19 December 2003, 9 June
18 June and 2 July 2004

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GENERAL SECTION

Clause No. Subject Matter

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- 3A. Deduction of Union Membership Fees
4. Allowances
5. Salary Progression and Maintenance
6. Teacher Quality
7. Salary Packaging

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9. Teaching in More Than One Location
10. Deferred Salary Scheme
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21. Allocation of Duties in High Schools
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25. Qualifications, Recruitment and Training
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- Schedule 10 - Special Conditions Covering Teachers at Residential Agricultural High Schools

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Coordinators and Counsellors in TAFE and Contract Teachers (OTEN)

2. Dictionary

General Section -

- 2.1 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.2 "Department" means the Department of Education and Training.
- 2.3 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.4 "Director-General" means the Director-General of Education and Training.
- 2.5 "Employee" means a person employed in a classification covered by this award by the Director-General and Managing Director or delegate under the provisions of the Teaching Services Act or the TAFE Commission Act on a permanent, temporary, casual, part time casual or contract basis.
- 2.6 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.7 "Federation" means the New South Wales Teachers Federation.
- 2.8 "General Secretary" means the General Secretary of the Federation.
- 2.9 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.10 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.11 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.13 "Managing Director" means the Managing Director of TAFE.
- 2.14 "Officer" means and includes all persons permanently employed in the Education Teaching Service under the provisions of the Teaching Services Act or in TAFE under the provisions of the TAFE Commission Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.15 "Parties" means the Department, TAFE and the Federation.
- 2.16 "Service" means continuous service, unless otherwise specified in the award.
- 2.17 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.18 "TAFE Commission Act" means the *TAFE Commission Act 1990*.

- 2.19 "Teaching Services Act" means the *Teaching Services Act 1980*.
- 2.20 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis or as a contract teacher (OTEN), under the Teaching Services Act or TAFE Commission Act.
- 2.21 "Trained Teacher" means a school or TAFE teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Director-General or Managing Director determines as satisfying requirements for classification as a teacher.

School Section -

- 2.22 "Aboriginal Student Liaison Officer" means a person or school teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.23 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.24 "Alternate Period" means a period taught by a school teacher being a period other than a period which the school teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty of another school teacher.
- 2.25 "Assistant Principal" means a school teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.26 "Casual School Teacher" means a school teacher engaged on an hourly or daily rate of pay in the Education Teaching Service.
- 2.27 "Conditionally Trained Teacher (C)" means a school teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.28 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.29 "Deputy Principal" means a school teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.30 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.31 "District" means a grouping of schools designated as a district for administrative and education purposes specified by the Director-General.
- 2.32 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.33 "Education Officer (Schools)" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.34 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.

- 2.35 "Five Year Trained Teacher (5YT)" means a school teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.36 "Four Year Trained Teacher (4YT)" means a school teacher who has:
- 2.36.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
- 2.36.2 completed a four year teacher education degree from a higher education institution; or
- 2.36.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.37 "Head Teacher in Schools" means a school teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other school teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.37.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.37.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.37.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.38 "Home School Liaison Officer" means a person or school teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.39 "In Lieu of Duties" means duties undertaken by a school teacher for a school teacher absent from the classroom on duty elsewhere or performing other duties when that school teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.40 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.41 "Principal" means a school teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.42 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.43 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.44 "School Counsellor" means a school teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.45 "School Teacher" means a person or officer employed permanently or temporarily in a full time or part time school teaching position under the provisions of the *Teaching Services Act* 1980 and appointed to a

- school. Unless otherwise specified in the award, a school teacher shall include a school teacher in training.
- 2.46 "Schools for Specific Purposes" (SSP's) for the purpose of the award are schools which are classified as such by the Director-General and are established under the *Education Act* 1990 to provide education for students with disabilities as listed in subclause 2.54.
- 2.47 "Senior Assistant" means a two or three year trained school teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.48 "Supervisor of Female Students" means a female school teacher appointed as such to advise female school students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.49 "Teacher in Charge Environmental Education Centre" means a teacher in charge of an environmental education centre.
- 2.50 "Teacher in Charge Hospital School" means a school teacher in charge of a hospital school at which a principal has not been appointed.
- 2.51 "Teacher in Charge (Schools)" means a school teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.52 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a school teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.53 "Teacher in Training (Schools)" means a graduate recruited to train as a school teacher through an alternate mode course.
- 2.54 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support school teacher, as follows:
- 2.54.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.54.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.55 "Temporary School Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.56 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a school teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.57 "Year Adviser" means a school teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.58 "Year 12 Relieving Period" means a relieving period required to be undertaken by a school teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

TAFE Section -

- 2.59 "Approved Program" means a teaching program taught across the Standard Educational and or TAFE year. A teaching program consists of a standard or an averaging or an accumulating program.
- 2.60 "BMET" means the training course known as the Basic Methods of External Teaching, which is the three unit distance mode course that sensitises the contract teacher to the situation of the student working in open/distance mode.
- 2.61 "College/campus/institute" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such college/campus/institute.
- 2.62 "Contract Teacher" means a teacher employed to mark and provide feedback on work submitted by students enrolled in OTEN and paid per unit of work marked.
- 2.63 "Contract Teaching Duties" means those duties contained in clause 60, Contract Teachers (OTEN).
- 2.64 "Coordination" in clause 59, Working Conditions - Part time Casual Teachers, Coordinators and Counsellors in TAFE means educational coordination of programs, courses or subjects or the provision of services by part time casual coordinators.
- 2.65 "Duties Other Than Teaching" in clause 59, Working Conditions - Part time Casual Teachers, Coordinators and Counsellors in TAFE means duties other than teaching and coordination except as provided in subclause 59.10 of the said clause 59.
- 2.66 "Education Officer (TAFE)" means an officer appointed as such who has an appropriate degree from a higher education institution and appropriate vocational and/or industrial experience.
- 2.67 "Excess Teaching Hours" means the actual teaching hours in excess of a teacher's standard weekly teaching component or annual teaching component, as appropriate, that a teacher is required by the Managing Director, or nominee, to teach.
- 2.68 "Head Teacher in TAFE" means all persons employed within this classification by TAFE, including those referred to in subclause 3.15.
- 2.69 "Institute" means any grouping of TAFE campuses or places where TAFE provides education, training, administrative and other services from time to time as specified by the Managing Director.
- 2.70 "Institute Director" means all persons employed within this classification.
- 2.71 "Institute Manager" means all persons permanently or temporarily employed within this classification.
- 2.72 "OTEN" means the Open Training and Education Network.
- 2.73 "Part time Casual Coordinator" means a TAFE coordinator engaged by TAFE on an hourly basis to coordinate special programs or other activities.
- 2.74 "Part time Casual Counsellor" means a TAFE counsellor engaged by TAFE on an hourly basis to provide counselling services to students.
- 2.75 "Part time Casual Teacher" means a TAFE teacher engaged by TAFE to teach on an hourly basis.
- 2.76 "Special Programs" means those programs administered by TAFE which are designated to promote access of special groups of students to TAFE's courses.
- 2.77 "Standard Educational Year" means that period of approximately 41 weeks falling within a calendar year determined as such by the Managing Director.

- 2.78 "TAFE Adult Literacy Officer" means a TAFE teacher employed as such who has been designated by the Managing Director as an adult literacy officer.
- 2.79 "TAFE Advanced Skills Counsellor" means a TAFE counsellor employed as such who has been designated by the Managing Director as an advanced skills counsellor.
- 2.80 "TAFE Counsellor" means an officer or temporary employee employed by TAFE to provide counselling services to students.
- 2.81 "TAFE Special Program Coordinator" means an officer or temporary employee appointed to a position as Institute media coordinator, consultant for the disabled, Aboriginal coordinator, labour market program coordinator, outreach coordinator or Institute multicultural education coordinator in Institutes.
- 2.82 "TAFE Teacher" means an officer, or temporary employee employed under the *TAFE Commission Act* 1990 in a full time teaching position.
- 2.83 "TAFE Year" means a period of 50 weeks, excluding the two week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 2.84 "Teacher in Training (TAFE)" means a person employed as a TAFE teacher who is undertaking a course of teacher education which has been prescribed by TAFE as a compulsory course for that TAFE teacher to undertake.

SALARIES AND ALLOWANCES

3. Salaries

- 3.1 Salaries and allowances under this award incorporate a 5.5% increase from the first pay period to commence on or after 1 January 2004, a 3% increase from the first pay period to commence on or after 1 July 2004 and a 3.5% increase from the first pay period to commence on or after 1 January 2005.
- 3.1.1 For Teacher in Charge, Environmental Education Centre or Hospital School there is an additional 2.5% increase from the first pay period to commence on or after 1 July 2004 and an additional 2.5% increase from the first pay period to commence on or after 1 January 2005.
- 3.1.2 For High School Principal there is an additional 3.75% increase from the first pay period to commence on or after 1 July 2004 and an additional 3.75% increase from the first pay period to commence on or after 1 January 2005.
- 3.1.3 For Central School Principal there is an additional 3% increase from the first pay period to commence on or after 1 July 2004 and an additional 3% increase from the first pay period to commence on or after 1 January 2005.
- 3.1.4 For Primary School Principal there is an additional 2.5% increase from the first pay period to commence on or after 1 July 2004 and an additional 2.5% increase from the first pay period to commence on or after 1 January 2005.
- 3.1.5 For High School Deputy Principal, Deputy Principal (Secondary) Central School, Primary School Deputy Principal, Deputy Principal (Primary) Central School, Assistant Principal Primary School and Assistant Principal Central School there is an additional 2% increase from the first pay period to commence on or after 1 July 2004 and an additional 2% increase from the first pay period to commence on or after 1 January 2005.

3.1.6 For Head Teacher High School, Head Teacher Central School and District Guidance Officer there is an additional 1.5% increase from the first pay period to commence on or after 1 July 2004 and an additional 1.5% increase from the first pay period to commence on or after 1 January 2005.

3.2 Subject to the provisions of the *Teaching Services Act 1980* and the *TAFE Commission Act 1990* and the regulations made thereunder and to satisfying the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 11:

Classification	Schedule
Teachers, education officers (schools and TAFE), home school liaison officers, Aboriginal student liaison officers, counsellors (schools and TAFE), adult literacy officers, assistant outreach coordinators.	Schedule 1
Teachers in charge of environmental education centres and hospital schools.	Schedule 4
Promotion classifications in schools and non school based Education Teaching Service classifications salary scales.	Schedule 5
Promotion classifications salary scales in TAFE.	Schedule 11

3.3 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 7, Salary Packaging, employees in Schedules 1, 4, 5 and 11 must be paid at an annual salary level not less than that for the appropriate classification.

3.4 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9
Education officers (schools) and Aboriginal student liaison officers: Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training (schools)	Step 1	Step 1
TAFE: Teachers, counsellors, education officers, adult literacy officers and assistant outreach coordinators	Step 10*	Step 13
Teachers in training (TAFE)	Step 10*	No more than one step beyond the step paid on initial appointment

* For starting salaries above the minimum starting salary for a TAFE teacher refer to the TAFE Policy - Teachers Commencing Salary.

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

- 3.5 Subject to clause 5, Salary Progression and Maintenance, clause 26, Calculation of Service and clause 56, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.6 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.7, 3.8, 3.9 and 3.10 of this clause.
- 3.7 A two year trained school teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the school teacher could have achieved had the school teacher entered the Education Teaching Service as a three year trained school teacher. Subject to clause 5, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3.8 A two year trained school teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained school teacher and, subject to clause 5, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.
- 3.9 A three year trained school teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.
- 3.10 A three year trained school teacher who completes:
- 3.10.1 a graduate diploma of at least one year of full time study or its part time equivalent; or
- 3.10.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the school teacher having attained an academic standard equivalent to that of a four year trained school teacher,
- shall progress to the step on the common incremental salary scale that the school teacher could have achieved had the school teacher entered the Education Teaching Service as a four year trained school teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.
- 3.11 The salary for a teacher in charge of an environmental education centre or hospital school grade 1, where less than two equivalent full time school teachers (including the teacher in charge) are employed, shall be as set out in Schedule 4.
- 3.12 The salary for a teacher in charge of an environmental education centre or hospital school grade 2, where two or more equivalent full time school teachers (including the teacher in charge) are employed, shall be as set out in Schedule 4.
- 3.13 In relation to promotions classifications in schools, the following shall apply:
- 3.13.1 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25

PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

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

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

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

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

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

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

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

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

3.14 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.13 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

3.15 TAFE teachers who were classified as head teacher or senior head teacher as at 26 January 1997 continue to receive the salary increases at the appropriate step for these classifications as set out in Schedule 11 for as long as they hold that classification.

3.16 A TAFE counsellor who is classified as an advanced skills counsellor shall retain the head teacher band 1 salary while they continue to occupy that position.

3A. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) 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.

4. Allowances

Schools -

- 4.1 Allowances in terms of Schedule 2 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 4.2 to 4.7 inclusive.
- 4.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
 - 4.2.1 Home school liaison officers and Aboriginal student liaison officers
 - 4.2.2 Teachers in charge (other than teacher in charge environmental education centre and hospital school grades 1 and 2).
 - 4.2.3 Year advisers
 - 4.2.4 School teachers required by the Director-General to have a Health Education Certificate
 - 4.2.5 School teachers other than the principal appointed to teach classes of students with disabilities
 - 4.2.6 Principals of schools designated by the Director-General as schools for specific purposes
 - 4.2.7 The Principal of Stewart House
 - 4.2.8 The Assistant Principal of Stewart House
 - 4.2.9 The deputy principal (primary) or assistant principal of a central school
- 4.3 In demonstration schools to:
 - 4.3.1 principals -

- class PP1;
- class PP2;
- 4.3.2 other promotions positions; and
- 4.3.3 trained teachers.
- 4.4 In schools where there is a requirement for demonstration lessons to be taken to:
 - 4.4.1 school teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 4.4.2 school teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
 - each half hour lesson; or
 - each 40 minute lesson involving secondary students.
 - 4.4.3 provided that payments made to school teachers under paragraphs 4.4.1 and 4.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Director-General.
- 4.5 In residential agricultural high schools to:
 - 4.5.1 school teachers rostered for out of normal hours student supervision;
 - 4.5.2 head teacher (welfare) for residential supervision;
 - 4.5.3 a school teacher appointed to be in charge of residential supervision;
 - 4.5.4 principals for on call and special responsibilities; and
 - 4.5.5 deputy principals for on call and special responsibilities.
- 4.6 To supervisors of female students:
 - 4.6.1 Where the average attendance of female students does not exceed 200;
 - 4.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 4.6.3 Where the average attendance of female students exceeds 400.
- 4.7 Education officers (schools) who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.

TAFE -

- 4.8 An additional responsibility allowance in TAFE as set out in Schedule 2 is payable when:
 - 4.8.1 a TAFE teacher is required to accept additional responsibilities of a supervisory or administrative character and the circumstances do not warrant the appointment of a head teacher;

4.8.2 a TAFE counsellor is nominated by the Managing Director in any institute or campus as counsellor in charge.

4.9 An education officer (TAFE) who:

4.9.1 has completed 12 months service at the salary prescribed on the maximum of the common incremental salary scale; and

4.9.2 has demonstrated to the satisfaction of the Managing Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the officer warrant additional payment;

shall be paid an allowance, renewable each period of two years, to ensure a remuneration equivalent to the salary level of head teacher band 1 as set out in Schedule 11.

General -

4.10 Locality and related allowances shall be paid as set out in Schedule 3.

5. Salary Progression and Maintenance

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

5.2 A temporary school teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 27.4 of clause 27, Temporary School Teachers.

5.3 A temporary school teacher relieving in a PP6 or teacher in charge grade 1 position under clause 29, Relief in PP6 or Teacher in Charge Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 27.4 of clause 27, Temporary School Teachers.

5.4 Any TAFE teacher who does not satisfy the teacher training requirements as determined by the Managing Director shall not progress more than one step along the common incremental salary scale above the salary step paid on initial appointment.

6. Teacher Quality

6.1 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, institute director or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 continues in force as follows:

6.1.1 The officer or temporary employee's principal, institute director or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.

6.1.2 For school teachers, (including temporary teachers) this annual review shall be supported by:

- (i) conferences between the school teacher and the principal, or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;

- 6.1.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the school teacher (so that less experienced school teachers are given greater attention); and
 - (ii) the particular circumstances of the school.
- 6.1.4 The annual review for school teachers shall be reported by way of the new teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582.
- 6.1.5 For TAFE officers and temporary employees, the TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette 32, 10 October 2001) shall apply.
- 6.1.6 The annual review for TAFE teachers shall be reported by way of the new teacher assessment review form implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582.
- 6.1.7 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

7. Salary Packaging

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

WORK RELATED MATTERS

8. Initial Appointments

- 8.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 5, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 8.2 All initial appointments shall be on the basis of merit.

9. Teaching in More Than One Location

- 9.1 TAFE teachers may be programmed to teach in more than one location including schools.
- 9.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
 - 9.1.2 The travelling compensation provisions at Schedule 12, Excess Travel and Compensation for Travel on Official Business - TAFE Teachers and, as appropriate, time credit provisions at clause 49, Time Credit shall apply to TAFE teachers programmed to teach in more than one location.
- 9.2 School teachers may be programmed to teach in more than one location including TAFE.
- 9.2.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.

- 9.2.2 A school teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 8, Excess Travel and Compensation for Travel on Official Business - School Teachers.
- 9.2.3 If, by agreement, school teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers at clause 49, Time Credit.

10. Deferred Salary Scheme

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

11. Compensation for Travel on Department Or TAFE Business

- 11.1 Where an employee is required and authorised to travel on Department or TAFE business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 12 - Excess Travel and Compensation for Travel on Official Business - TAFE Teachers or Schedule 8 - Excess Travel and Compensation for Travel on Official Business - School Teachers.

AWARD COMPLIANCE AND RELATED MATTERS

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 12.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 12.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department or TAFE at the district or institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 do not lead to resolution of the dispute, the matter shall be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 12.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

13. No Further Claims

- 13.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2005, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award subject to the following:

13.1.1 The parties may make claims with respect to the matters prescribed in clause 16, Leave Reserved, and may seek to have those matters arbitrated by the Industrial Relations Commission.

14. Anti-Discrimination

- 14.1 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.
- 14.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 14.3 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.
- 14.4 Nothing in this clause is to be taken to affect:
- 14.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 14.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 14.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and
- 14.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 14.5 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.

15. Goods and Services Tax

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

16. Leave Reserved

- 16.1 The Federation may make an application to the Industrial Relations Commission during the nominal term of this award with respect to the following claims:
- 16.1.1 That all Head Teachers in TAFE Band 2 shall be paid equivalent with Senior Head Teachers in TAFE (old classification) Step 2.
- 16.1.2 That all Head Teachers in TAFE Band 1 shall be paid equivalent with Head Teachers in TAFE (old classification) Step 2.

17. Area, Incidence and Duration

- 17.1 This award covers all teachers and related employees of the Department and TAFE, the classifications of which are set out in Schedules 1, 4-6, 11 and 14 inclusive. This award does not cover chief education officers (schools), institute managers, and teachers employed at the Saturday School of Community Languages, the National Art School, the Adult Migrant English Service, TAFE Children's Centres and Bradfield College.
- 17.2 This award rescinds and replaces the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582 and the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries Interim Award 2004.
- 17.3 This award commences on and from 1 January 2004 and shall remain in force until 31 December 2005.

SCHEDULES FOR GENERAL SECTION

SCHEDULE 1

Common Incremental Salary Scale

The following salary scale applies to: teachers; education officers (schools and TAFE); home school liaison officers; Aboriginal student liaison officers; counsellors (schools and TAFE); adult literacy officers, and assistant outreach coordinators:

Per annum (\$)			
Current salary steps	Salary From the first pay period to commence on or after 1.1.2004	Salary From the first pay period to commence on or after 1.7.2004	Salary From the first pay period to commence on or after 1.1.2005
Increase	5.5%	3%	3.5%
Step 13	62,237	64,104	66,348
Step 12	59,014	60,784	62,911
Step 11	56,775	58,478	60,525
Step 10	54,542	56,178	58,144
Step 9	52,307	53,876	55,762
Step 8	50,075	51,577	53,382
Step 7	47,837	49,272	50,997
Step 6	45,602	46,970	48,614
Step 5	43,370	44,671	46,234
Step 4	41,134	42,368	43,851
Step 3	39,109	40,282	41,692
Step 2	36,664	37,764	39,086
Step 1	33,638	34,647	35,860

SCHEDULE 2

Allowances

Schools	Rate From the first pay period to	Rate From the first pay period to	Rate From the first pay period to

	commence on or after 1.1.2004	commence on or after 1.7.2004	commence on or after 1.1.2005
Increase	5.5%	3%	3.5%
Home School Liaison Officer and Aboriginal Student Liaison Officer	1,845	1,900	1,967
Teacher in Charge	2,857	2,943	3,046
Year Adviser	2,535	2,611	2,702
Teachers with Health Education Certificate	913	940	973
Teachers other than the principal of classes of students with disabilities	1,620	1,669	1,727
Principals, schools for specific purposes	2,113	2,176	2,252
Principal of Stewart House	10,767	11,090	11,478
Assistant Principal of Stewart House	7,132	7,346	7,603
In a central school - DP (Primary), AP	1,284	1,323	1,369
Demonstration Schools:			
Principal			
Class PP1	1,864	1,920	1,987
Class PP2	1,653	1,703	1,763
Other promotion positions	1,449	1,492	1,544
Trained Teacher	1,177	1,212	1,254

Demonstration lessons:			
Teachers in schools required to take demonstration lessons: per lesson	33.16	34.15	35.35
In other schools:			
per half hour lesson	40.10	41.30	42.75
per 40 min. lesson	53.45	55.05	56.98
Maximum per annum	3,019	3,110	3,219
Residential Agricultural High Schools:			
- Rostered supervision teachers	7,132	7,346	7,603
- Head Teacher (Welfare) residential supervision allowance	1,186	1,222	1,265
- Teacher in charge of residential supervision allowance	1,222	1,259	1,303
- Principal on call and special responsibilities allowance	10,767	11,090	11,478
- Deputy Principal on call and special responsibilities allowance	9,728	10,020	10,371
Supervisor of female students			
Up to 200 students	1,272	1,310	1,356
201-400 students	2,047	2,108	2,182
More than 400 students	2,535	2,611	2,702
Education Officers:			
Non Graduate			
Year 2	3,273	3,371	3,489

Year 1 Graduate	3,273	3,371	3,489
Year 2	2,557	2,634	2,726
Year 1	2,557	2,634	2,726
Additional Responsibility Allowances - TAFE			
Teacher	2,821	2,906	3,008
TAFE counsellor nominated as counsellor in charge	1,254	1,292	1,337
Part time casual teachers teaching within a correctional centre (per hour)	1.23	1.27	1.31

SCHEDULE 3

Locality Allowances

1. Definitions -

1.1 For the purposes of this schedule:

1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.

1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.

1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.

1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:

- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
- (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.

- (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2004 (\$)	From the first pay period to commence on or after 1.7.2004 (\$)	From the first pay period to commence on or after 1.1.2005 (\$)
22	23	24

1.1.7 "School or campus" shall include any school, college, campus, branch, annex, centre or other establishment to which a teacher is appointed.

1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.

1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Director-General; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.

1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability -

2.1 Subject to clause 7 of this schedule, a teacher appointed to a school or campus located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.2 Subject to clause 7 of this schedule, a teacher appointed to a school or campus within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Director-General to take into account any special circumstances.

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause	Climatic allowances	Rate	Rate	Rate
e				

No.		From the first pay period to commence on or after 1.1.2004	From the first pay period to commence on or after 1.7.2004	From the first pay period to commence on or after 1.1.2005
Per annum (\$)				
Increase		5.5%	3%	3.5%
2.1	Teacher without dependent partner	871	897	928
	Teacher with dependent partner	1,029	1,060	1,097
2.2	Teacher without dependent partner	440	453	469
	Teacher with dependent partner*	587	605	626

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

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

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

Group	Rate From the first pay period to commence on or after 1.1.2004	Rate From the first pay period to commence on or after 1.7.2004	Rate From the first pay period to commence on or after 1.1.2005
Per annum (\$)			
Increase	5.5%	3%	3.5%
1	2,859	2,945	3,048
2	2,572	2,649	2,742
3	2,286	2,355	2,437
4	2,002	2,062	2,134
5	1,715	1,766	1,828
6	1,431	1,474	1,526
7	1,145	1,179	1,220
8	859	885	916
9	575	592	613
10	286	295	305

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

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

Group	1st dependent child		
	Rate From the first pay period to commence on or after 1.1.2004	Rate From the first pay period to commence on or after 1.7.2004	Rate From the first pay period to commence on or after 1.1.2005
Per annum (\$)			
Increase	5.5%	3%	3.5%
Group 1	342	352	364

Group 2	298	307	318
Group 3	252	260	269
Group 4	208	214	221
Groups 5 and 6	165	170	176

Group	2nd and subsequent dependent child		
	Rate From the first pay period to commence on or after 1.1.2004	Rate From the first pay period to commence on or after 1.7.2004	Rate From the first pay period to commence on or after 1.1.2005
	Per annum (\$)		
Increase	5.5%	3%	3.5%
Group 1	230	237	245
Group 2	189	195	202
Group 3	142	146	151
Group 4	100	103	107
Groups 5 and 6	54	56	58

4. Part C - Allowances - Motor Vehicle -

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

Group	2nd and subsequent dependent child		
	Rate From the first pay period to commence on or after 1.1.2004	Rate From the first pay period to commence on or after 1.7.2004	Rate From the first pay period to commence on or after 1.1.2005
	Per annum (\$)		
Increase	5.5%	3%	3.5%
Groups 1, 2 and 3	1,537	1,583	1,638
Groups 4, 5 and 6	770	793	821

5. Part D - Allowances - Vacation Travel Expense - Subject to clause 7 of this schedule.

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

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

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

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

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

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

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

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

From the first pay period to commence on or after 1.1.2004 (\$)	From the first pay period to commence on or after 1.7.2004 (\$)	From the first pay period to commence on or after 1.1.2005 (\$)
28	29	30

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

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

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

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

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

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

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

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

- 6.4 The Director-General shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Director-General may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.

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

From the first pay period to commence on or after 1.1.2004 (\$)	From the first pay period to commence on or after 1.7.2004 (\$)	From the first pay period to commence on or after 1.1.2005 (\$)
22	23	24

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

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

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

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
 - 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
 - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;

- 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
- 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
- 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.
8. Part G - Locality Allowance Committee -
- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Director-General and Managing Director and the Federation;
- 8.1.2 recommending the inclusion or deletion of schools or campuses to be covered by the provisions of clause 3 of this schedule; and
- 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools or campuses within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Director-General and Managing Director, and the Federation;
- 8.2.2 elect its own chairperson, who shall not have a casting vote;
- 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
- 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

Groupings of Schools and Campuses

Group 1 (11)				
Clare	Enngonia	Goodooga CS	Louth	Marra Creek
Nymagee	Pooncarie	Tibooburra	Wanaaring	Weilmoringle
White Cliffs				
Group 2 (13)				
Baryulgil	Booligal	Boomi	Bullarah	Byrock
Ellerston	Hatfield	Hill End	Ivanhoe	Menindee
Menindee Centre (TAFE)		Wilcannia CS & TAFE		

Group 3 (14)				
Bylong Upper	Cabramurra	Carinda	Coolabah	Corinella
Goodooga TAFE	Jerangle	Lightning Ridge	Lightning Ridge Centre (TAFE)	
Mingoola	Moonan Flat	Nowendoc	Quambone	Rowena
Group 4 (24)				
Bellbrook	Blackville	Collarenebri	Croppa Creek	Drake
Ebor	Fairfax	Garah	Hermidale	Kingstown
Mallawa	Mungindi	Naradhan	Niangala	Palinyewah
Reid's Flat	Tullibigeal	Tulloona	Wollar	Wongwibinda
Wooli	Wyaliba	Yarras	Yarrowitch	
Group 5 (40)				
Bigga	Bonalbo	Bribbaree	Burraboi	Burruga
Burren Junction	Cassilis	Chandler	Drinane	Dundurrabin
Elands	Euabalong West	Eumungerie	Girilambone	Glen Alice
Glenreagh	Gwabegar	Hargraves	Jackadgery	Jugiong
Mallan	Mayrung	Millbank	North Star	Nymboida
Old Bonalbo	Premier	Pyramul	Rankins Springs	Rollands Plains Upper
Rosewood	Rugby	Sofala	Spring Ridge	Tabulam
Tambar Springs	Tooraweenah	Trunkley	Windeyer	Yetman

Group 6 (34)				
Ballimore	Bedgerabong	Bellata	Belltrees	Bendemeer
Bonshaw	Brewarrina CS	Bundarra	Caragabal	Conargo
Deepwater	Emmaville	Five Mile Tree	Goolma	Grevillia
Hernani	Humula	Lansdowne Upper	Long Flat	Medlow
Mullaley	Pallamallawa	Rand	Rouchel	Stuart Town
Talbingo	Toomelah	Tottenham	Ulong	Walgett Community
Wambangalang EEC		Wattle Flat	Wirrimah	College- HS & PS
Group 7 (59)				
Ashford	Baan Baa	Barkers Vale	Ben Lomond	Bendick Murrell
Balranald	Bobin	Bogan Gate	Brewarrina TAFE	Bungwahl
Bunnaloo	Burcher	Cargo	Coolongolook	Copmanhurst
Crestview	Currawarna	Dalgety	Dungowan	Ellangowan
Euchareena	Gravesend	Greenethorpe	Hannam Vale	Khancoban
Lake Cargelligo	Limbri	Lowanna	Mallanganee	Mangoplah
Moulamein	Mullengandra	Mumbil	Mummulgum	Murringo
Nana Glen	Orama	Pilliga	Pleasant Hills	Quandialla
Rappville	Savernake	Somerton	Tallimba	Tarcutta
Tooleybuc	Towamba	Tucabia	Tullamore	Ulan
Upper Coopers Creek		Willawarrin	Urbenville	Woolbrook
Walbundrie	Woolomin	Walhallow	Wyangala Dam	Weethalle
Group 8 (80)				
Afterlee	Ando	Ardlethan	Attunga	Balldale
Beckom	Bemboka	Binalong	Binya	Blighty
Boree Creek	Bourke HS, PS, TAFE		Brocklesby	Burrumbuttock
Byabarra	Cabbage Tree Island		Carroll	Collins Creek
Comboyne	Cowper	Curlewis	Currabubula	Delegate
Dorrroughby EEC	Duri	Dunoon	Errowanbang	Eurongilly
Euston	Ganmain	Goolgowi	Gooloogong	Gulargambone
Illabo	Iluka	Jiggi	Johns River	Koorawatha
Krumbach	Ladysmith	Larnook	Lowesdale	Lue

Lyndhurst	Manifold	Matong	Mendooran	Moonbi
Moorland	Mount George	Murrami	Nabiac	Nangus
Nevertire	Nimbin	Nundle	Peak Hill	Risk, The
Rookhurst	Rosebank	Rukenvale	Rye Park	Stockinbingal
Stratheden	Telegraph Point	Tingha	Trundle	Tumbarumba HS & PS
Tunable Creek	Tyalgum	Wakool	Wiangaree	Woodenbong
Whian Whian	Woodstock	Whitton	Wyndham	
Group 9 (69)				
Ariah Park	Bald Blair	Barellan	Barmedman	Blandford
Boggabilla TAFE	Brungle	Burringbar	Channon, The	Clergate
Clunes	Coffee Camp	Collingullie	Collombatti Rail	Coolah
Coramba	Darlington Pt	Delungra	Eltham	Eungai
Eureka	Galong	Gerogery	Geurie	Grong Grong
Gum Flat	Iford	Jennings	Kentucky	Kootingal
Maimuru	Mandurama	Manildra	Marrar	Merriwa
Milbrulong	Mitchells Island	Moteagle	Mullion Creek	Murrurundi
Neville	Newbridge	Nimmitabel	Numeralla	Oaklands
Orara Upper	Oxley Island	Pacific Palms	Pocket, The	Pomona
Pottsville Beach	Quaama	Red Range	Rock Central, The	Sandy Hollow
Spring Hill	Stratford	Thalgarrah EEC	Timbumburi	Ulmarra
Urana	Uranquinty	Walla Walla	Wallabadah	Wallenbeen
Wardell	Wombat	Wongarbon	Woodford Dale	

Group 10 (125)				
Adaminaby	Adelong	Barham HS & PS	Barrington	Batlow
Berridale	Bexhill	Bibbenluke	Bingara	Binnaway
Black Mountain	Blakebrook	Bodalla	Boggabilla CS	Boggabri
Bombala HS & PS	Bonville	Borenore	Bournda EEC	Broadwater
Candelo	Caniaba	Carcoar	Carool	Cascade EEC
Central Tilba	Chatsworth Island	Chillingham	Cobar HS, PS, TAFE	Coleambally
Coolamon	Coomealla HS, TAFE		Coopernook	Coorabell
Coraki	Corindi	Crescent Head	Crowdy Head	Crystal Creek
Cumnock	Cundleton	Dareton	Dorrigo HS & PS	Doubtful Creek
Duranbah	Dunedoo CS & TAFE	Durrumbul	Empire Vale	Eugowra
Farrer MAHS	Fernleigh	Fingal Head	Ghinni Ghinni	Gilgai
Gladstone	Goolmangar	Goonengerry	Harrington	Hérons Creek
Hillston	Howlong	Huntingdon	Jerilderie	Jindabyne
Jindera	Karangi	Kellys Plains	Kendall	Kinchela
Laggan	Lansdowne	Lawrence	Leeville	Lennox Head
Lockhart	Main Arm Upper	Martindale	Mathoura	Millthorpe
Modanville	Mogo	Nanima	Nemingha	Numulgi
Nyngan HS, PS, TAFE		Old Bar	Pearces Creek	Repton
Rous	Scotts Head	Smithtown	Spring Terrace	Stokers Siding
Stuarts Point	Table Top	Tanja	Tathra	Terranora
Teven-Tintenbar	Tinonee	Tintinhull	Tregeagle	Tumbulgum
Uki	Warren CS & TAFE		Wee Waa HS & PS	
Wentworth	Willow Tree	Wilson's Creek	Woodburn	Wyrallah
Yenda	Yeoval	Yerong Creek		

SCHOOL SECTION

18. Assessment and Reporting and Quality of Educational Outcomes

18.1 The following shall be implemented:

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

19. Procedures for Managing Teachers Who Are Experiencing Difficulties With Their Teaching Performance

- 19.1 The Procedures For Managing Teachers Who Are Experiencing Difficulties With Their Teaching Performance (attached to Department Memoranda to Principals 99/486 (S.354) and 00/389 (S.304)) will be implemented.

20. Teaching Hours for Years 11 and 12 in Schools

- 20.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 20.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 20.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 20.1 above.
- 20.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 20.4.1 the principal has consulted with the school community; and
 - 20.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 20.5 A school teacher shall not unreasonably refuse to teach classes at this time.
- 20.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a school teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled

to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.

- 20.7 A school teacher shall not be required to be timetabled both before and after the core hours on any given day.

21. Allocation of Duties in High Schools

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

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 21.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

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

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

- 21.3 Provided that such alternate periods shall be allocated:

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

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

- 21.4 Nothing in subclauses 21.1 to 21.3 shall preclude a school teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.

- 21.5 School teachers may, at the discretion of the principal, be required to take "in lieu of" classes.

- 21.6 In lieu of requiring a school teacher to supervise sporting activity in accordance with subclause 21.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.

- 21.7 A principal may require all school teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

22. Teaching Outside Normal School Hours

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

23. Alternative Work Organisation

- 23.1 Except as provided in clause 9, Teaching in More Than One Location; clause 20, Teaching Hours for Years 11 and 12 in Schools; or clause 22, Teaching Outside Normal School Hours:
- 23.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 23.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 23.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 23.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 23.3.3 the school teachers directly affected by the proposal concur;
- 23.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 23.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 23.3.6 proposed variations in work arrangements are in writing and approved by the Director-General or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 23.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 23.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 23.3.1 to 23.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 23.3.9 the parties agree to continue to trial and review pilots on work organisation in schools arising from proposals under the National Schools Network.

24. School Teachers Appointed to More Than One School

- 24.1 Where in any school a school teacher cannot be, or has not been, allocated a complete teaching load the school teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.

- 24.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 8 Excess Travel and Compensation for Travel on Official Business - School Teachers.

25. Qualifications, Recruitment and Training

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

26. Calculation of Service

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

27. Temporary School Teachers

- 27.1 From January 2001, temporary school teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 10, Deferred Salary Scheme and clause 7, Salary Packaging.
- 27.2 The Department will maintain the following practice: when a school teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 27.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 27.4 Subject to the provisions of clause 26, Calculation of Service and the temporary school teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary school teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 27.4.1 203 days of service as a temporary school teacher irrespective of breaks in that service; or
- 27.4.2 an appointment, full time, for a full school year.
- 27.5 Temporary school teachers who had been in receipt of the equivalent salary at Step 8 of the common incremental salary scale as a casual school teacher for more than 203 days were, on engagement as a temporary school teacher on or after day one of term one 2001, entitled to be paid the salary at Step 9 of the common incremental salary scale.

28. Casual School Teachers

- 28.1 The rates of pay for casual school teachers are set out in Schedule 6, Table 1 and Table 2.
- 28.2 The daily hours of engagement for a casual school teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 28.3 The minimum daily engagement for casual school teachers shall be two hours.
- 28.4 Where a casual school teacher relieves a school teacher who has been timetabled to teach as provided in clause 20, Teaching Hours for Years 11 and 12 in Schools, then the provisions of subclause 20.6 and 20.7 of that clause shall apply to the casual school teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual school teacher.
- 28.5 Where a casual school teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual school teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 6, Table 1 and Table 2.
- 28.6 The rates of pay of casual school teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act* 1955 and Determination 203 of 1987, Maternity and Adoption Leave or its successor, are not affected.
- 28.7 On completing 203 days of casual school teacher service, irrespective of breaks in that service, a casual school teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 6, Table 1 and Table 2.

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

- 29.1 Where the qualification period for the payment of higher duties is satisfied:
- 29.1.1 a casual school teacher relieving in a PP6 position or as a teacher in charge grade 1 of a hospital school or environmental education centre in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 6, Table 3; and
- 29.1.2 a temporary school teacher relieving in a PP6 position or as a teacher in charge grade 1 of a hospital school or environmental education centre shall be paid the salary of the position on a pro rata basis.
- 29.2 Where a PP6 position or a position as teacher in charge grade 1 of a hospital school or environmental education centre has been advertised and there are no available officers in the Education Teaching Service who apply for the position, then a casual school teacher or a temporary school teacher who meets the merit selection criteria may be appointed to the PP6 or teacher in charge grade one position on a temporary basis for the remainder of the year.

30. Training and Development

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

31. Multi Skilling

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

32. Duties as Directed

- 32.1 The Director-General or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 32.2 the Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 32.3 Any directions issued by the Director-General pursuant to subclauses 32.1 and 32.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

33. School Certificate Tests Supervision

- 33.1 The parties agree that secondary school teachers may decide to provide the additional examination supervision of the School Certificate tests or for the school to employ outside personnel to provide the additional examination supervision. Additional examination supervision is defined as supervisory requirements over and above entitlements provided by the Board of Studies.
- 33.2 Schools conducting School Certificate tests shall receive the funding required for the payment of additional examination supervisors of the tests based on the rates of pay and number of additional examination supervisors required as promulgated by the Office of the Board of Studies.
- 33.3 Teaching staff in those schools can choose at a meeting convened by the principal and Federation representative whether the school wishes to employ outside personnel as additional examination supervisors of the tests or whether teaching staff might provide the additional supervision of the tests.
- 33.4 In the event that teaching staff decide to undertake the additional supervision of the tests, the funding provided for the additional supervision of the tests will be retained for use by the school for educational purposes as determined at the meeting(s) in subclause 33.3 of this clause.

34. Other Part Time Rates of Pay - Schools

34.1 Part time rates of pay in schools shall be paid in terms of Schedule 7.

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

35.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 9.

36. Teachers in Residential Agricultural High Schools - Special Conditions

36.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 10.

SCHEDULES FOR SCHOOL SECTION**SCHEDULE 4****Salaries - Teachers in Charge of Environmental Education Centres and Hospital Schools**

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from the first pay period to commence on or after 1.1.2005
	Per annum (\$)		
Increase	5.5%	3% + 2.5%	3.5% + 2.5%
Teacher in Charge Grade 2 Environmental Education Centre or Hospital School	76,261	80,513	85,414
Teacher in Charge Grade 1 Environmental Education Centre or Hospital School	68,551	72,373	76,779

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

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from the first pay period to commence on or after 1.1.2005
Schools	Per annum (\$)		
Increase	5.5%	3% + 3.75%	3.5% + 3.75%
High School Principal			

Grade 1 (PH1)	100,332	107,217	115,131
Grade 2 (PH2)	96,128	102,725	110,307
Increase	5.5%	3% + 3%	3.5% + 3%
Central School Principal			
PC1	96,128	101,982	108,718
PC2	88,645	94,043	100,255
PC3	85,053	90,233	96,193
PC4	82,200	87,206	92,966
Increase	5.5%	3% + 2.5%	3.5% + 2.5%
Primary School Principal			
PP1	96,128	101,487	107,665
PP2	88,645	93,587	99,285
PP3	85,053	89,795	95,261
PP4	82,200	86,783	92,066
PP5	76,561	80,829	85,749
PP6	68,551	72,373	76,779
Increase	5.5%	3% + 2%	3.5% + 2%
High School Deputy Principal Deputy Principal (Secondary) Central School	81,154	85,261	90,010
Primary School Deputy Principal Deputy Principal (Primary) Central School	73,177	76,879	81,161
Assistant Principal Primary School Assistant Principal Central School	66,406	69,766	73,652
Increase	5.5%	3% + 1.5%	3.5% + 1.5%
Head Teacher High School Head Teacher Central School District Guidance Officer	70,193	73,383	77,090
Increase	5.5%	3%	3.5%
Senior Assistant in Schools	64,471	66,405	68,729

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from the first pay period to commence on or after 1.1.2005
Non-school Based Teaching Service Classifications Salary Scales	Per annum (\$)		
Increase	5.5%	3%	3.5%
Principal Education Officer	91,388	94,130	97,425
Senior Education Officer Class 2	82,364	84,835	87,804
Senior Education Officer Class 1			
Year 3	75,994	78,274	81,014
Year 2	73,095	75,288	77,923
Year 1	70,193	72,299	74,829

SCHEDULE 6

Rates of Pay - Casual School Teachers

Table 1

Trained Teachers	Rate from the first pay period to commence on	Rate from the first pay period to commence on	Rate from the first pay period to commence on
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	or after 1.1.2004*	or after 1.7.2004*	or after 1.1.2005*
	Per day (\$)		
Increase	5.5%	3%	3.5%
4YT Steps			
4	259.00	266.77	276.11
3	247.44	254.86	263.78
2**	235.88	242.96	251.46
1	224.32	231.05	239.14
3YT Steps			
5	247.44	254.86	263.78
4	235.88	242.96	251.46
3	224.32	231.05	239.14
2	212.77	219.15	226.82
1	202.28	208.35	215.64
2YT Steps			
4	224.32	231.05	239.14
3	212.77	219.15	226.82
2	202.28	208.35	215.64
1	189.63	195.32	202.16

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

Table 2

Conditionally Trained Teachers	Rate from the first pay period to commence on or after 1.1.2004*	Rate from the first pay period to commence on or after 1.7.2004*	Rate from the first pay period to commence on or after 1.1.2005*
	Per day (\$)		
Increase	5.5%	3%	3.5%
C (5YT) Steps			
4	259.00	266.77	276.11
3	247.44	254.86	263.78
Y1-2	235.88	242.96	251.46
C (4YT) Steps			
4	247.44	254.86	263.78
3	235.88	242.96	251.46
Y1-2	224.32	231.05	239.14
C (3YT) Steps			
4	224.32	231.05	239.14
3	212.77	219.15	226.82
Y1-2	202.28	208.35	215.64
C (2YT) Steps			
3	202.28	208.35	215.64
Y1-2	189.63	195.32	202.16

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

Table 3

	Rate from the first pay period to commence on or after 1.1.2004*	Rate from the first pay period to commence on or after 1.7.2004*	Rate from the first pay period to commence on or after 1.1.2005*
	Per day (\$)		
Increase	5.5%	3%	3.5%

Casual PP6, TIC Hospital School, TIC Environmental Education Centre	354.56	365.20	377.98
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* From January 2001 the casual school teacher daily rates of pay were loaded by 5 per cent in lieu of receiving sick leave, family and community service leave, special leave of absence and leave loading.

SCHEDULE 7

Other Part time Rate of Pay - Schools

Classification	Rate from the first pay period to commence on or after 1.1.2004	Rate from the first pay period to commence on or after 1.7.2004	Rate from the first pay period to commence on or after 1.1.2005
	Per day (\$)		
Increase	5.5%	3%	3.5%
Teacher in Charge	16.45	16.94	17.53
Demonstration Schools	6.82	7.02	7.27
Teachers of classes of students with disabilities	9.31	9.59	9.93
	Per hour (\$)		
Needlework/Craft Teacher	29.33	30.21	31.27

SCHEDULE 8

Excess Travel and Compensation for Travel on Official Business - School Teachers

PART A

Excess Travel

1. Definitions -

1.1 For the purpose of Part A of this Schedule:

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

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

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

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

2. Teaching in More Than One School -

- 2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel shall apply:
3. Payment for Excess Travel Time -
- 3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:
- 3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
- 3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.
- 3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.
- 3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 3.1.5 No time spent in performing duties shall be counted as travelling time.
- 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:
- $$\text{Annual Salary} \quad \times \quad \frac{7}{365} \quad \times \quad \frac{1}{30}$$
- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.
4. Payment for Excess Travel -
- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:
- 4.1.1 up to 8,000 km per annum - 70.6 cents per km;
- 4.1.2 over 8,000 km per annum - 25.0 cents per km.
- Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837), as varied, or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director General of the Premier's Department.
- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.

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

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

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

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

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

- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

PART B

Compensation for Travel on Official Business

1. Definitions -

1.1 For the purpose of Part B of this Schedule:

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

1.1.2 "TAFE Location" means a college, campus, institute or other work place.

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

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Support Teachers Learning Difficulties (STLD's), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.3 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.

4. The use of a teacher's private motor vehicle on official business is not mandatory.

5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:

5.1.1 an official vehicle is available;

5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.

- 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
- 6.3 The rate paid is that specified at clause 9 of this schedule.
7. Payment of 2700 cc or more Motor Vehicle Rate -
- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Urban Affairs and Planning) the maximum per kilometre rate payable shall be the 1600 to 2700 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the over 2700 cc rate in respect of a vehicle with an engine capacity above 2700 cc. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the over 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.
8. Daily Deduction -
- 8.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9

10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

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

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

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

9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	Below 1600 cc	50.6	21.1
	1600 - 2700 cc	70.6	25.0
	Above 2700 cc	75.9	27.0
6	Casual Rate		
	Below 1600 cc	21.1	
	1600 - 2700 cc	25.0	
	Above 2700 cc	27.0	

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

SCHEDULE 9

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

Qualifications and Appointments -

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

Duties -

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

Training -

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

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 5, Salary Progression and Maintenance and clause 26, Calculation of Service of this award. A person not being an officer shall on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and shall progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 5, Salary Progression and Maintenance and clause 26, Calculation of Service of this award.

Aboriginal Student Liaison Officers -

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

Aboriginal student liaison officers who are:

- Non-graduates - step 3
- Graduates without teacher training - step 4
- Graduates with teacher training - step 5
- Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
 - 10.1 an allowance as provided for in paragraph 4.2.1 of clause 4, Allowances, and Schedule 2; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Director-General.

Hours and Conditions -

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

Subsequent Employment -

Home School Liaison Officers -

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

Aboriginal Student Liaison Officers -

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

SCHEDULE 10**Special Conditions Covering Teachers at Residential Agricultural High Schools**

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

- In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.
7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
 8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
 9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.52 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 4.5.3 of clause 4, Allowances, and Schedule 2.
 10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
 11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
 12. A rostered supervision allowance as provided for in paragraph 4.5.1 of clause 4, Allowances, and Schedule 2 shall be paid on the basis that:

- 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
- 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
- 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
- 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
- 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 4.5.2 of clause 4, Allowances, and Schedule 2.
15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing:
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
 - 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

TAFE SECTION

37. Contribution to Institute Output Requirements

- 37.1 Teachers, adult literacy officers, head teachers and special program coordinators in TAFE shall contribute to the achievement of Institute output requirements as measured in Annual Student Contact Hours (ASCH), provided that Institutes maintain their commitment to providing educationally and

vocationally disadvantaged groups with access to technical and further educational services, including a range of appropriate specialised services, in line with the objectives of the *TAFE Commission Act*.

- 37.2 The strategies detailed in Schedule 13 shall be implemented in TAFE in order to maximise Annual Student Contact Hours.
- 37.3 The parties agree to consult on any variations to State and Commonwealth funding authority requirements in relation to the use of ASCH as a measure of institute output.

38. Attendance - Teachers and Counsellors

- 38.1 The standard attendance hours of:
 - 38.1.1 teachers, head teachers, special program coordinators and adult literacy officers, shall be 30 hours per week;
 - 38.1.2 TAFE counsellors, advanced skills counsellors and senior counsellors, shall be 35 hours per week.
- 38.2 The daily span of working hours in colleges/campuses for officers and employees under this award is between 6.00am and 10.00pm on Monday to Saturday, inclusive. Teaching and related duties hours worked by teachers should, unless otherwise unavoidable or by agreement between a teacher and their immediate manager, be continuous.
- 38.3 All full time officers shall be required to attend college five days per week on Monday to Friday, inclusive. However, where the course program requires, TAFE teachers, head teachers, special program coordinators, adult literacy officers, counsellors, senior counsellors and advanced skills counsellors:
 - 38.3.1 may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, although they may meet weekly attendance requirements in four days per week;
 - 38.3.2 who are required as part of their normal program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.

39. Duties of Teachers

- 39.1 For the purpose of this clause teacher includes, head teacher, special program coordinator and adult literacy officer.
- 39.2 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
Direct teaching activities include but are not limited to: <ul style="list-style-type: none"> - face to face teaching in any environment or setting, including but not limited to: <ul style="list-style-type: none"> - classrooms, - workshops, - industry - in the field; - distance mode and online; - workplace training and assessment. 	Duties related to teaching include but are not limited to: <ul style="list-style-type: none"> preparation; marking; support and advice to clients; enrolment and administration; course, curriculum and program development and review; industry and community liaison and promotion; training and professional development; development of learning materials; research; attendance at staff meetings; recognition of prior learning; workplace consultancy and advisory services; skills analysis and audit;

	work placement coordination and supervision; leading approved staff development activities; student selection; course coordination as specified in curriculum documents.
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39.3 Head teachers also perform administrative duties and special program coordinators and adult literacy officers perform administrative and coordination duties.

40. Allocation of Duties

40.1 The direct teaching or counselling component of:

40.1.1 full time teachers shall be 20 hours per week;

40.1.2 head teachers shall be ten or 14 hours per week as determined by the Managing Director;

40.1.3 adult literacy officers shall be nine hours per week;

40.1.4 TAFE counsellors and advanced skills counsellors shall be 20 hours per week;

40.1.5 senior counsellors shall be 14 hours per week;

40.1.6 special program coordinators shall be six hours per week or 216 hours per annum;

provided that all teachers, special program coordinators and adult literacy officers are entitled, pursuant to clause 45, Professional Development - TAFE Teachers, to a reduction in their direct teaching time by the requisite amount of professional development time.

40.2 TAFE teachers shall be required to teach 19 hours per week direct teaching including face to face teaching in any environment or setting including, but not limited to, classrooms, workshops, industry, in the field, by distance mode and online, and including workplace training and assessment.

40.3 only at the discretion of the institute director (or nominee) shall any reduction in the teaching load be permitted. If any such reduction is permitted, the teacher shall not be paid for excess teaching hours, except as otherwise approved by the institute director.

40.4 Those teachers whose classes finish prior to the end of the TAFE Year, semester or term due to final examination shall continue to perform other duties. Such duties are to be agreed between the teacher and their immediate manager.

40.5 The annual hour equivalents of the direct teaching activities, related duties, administrative and coordination duties and annual weeks of attendance of teachers, adult literacy officers, head teachers and special program coordinators in TAFE shall be as follows:

Classification	Direct teaching (annual equivalent hours) #	Related duties - during teaching weeks (annual equivalent hours)	Related duties hours during the five non teaching weeks (annual equivalent hours)	Admin duties (annual equivalent hours)	Co-ordination & Admin duties (annual equivalent hours) Φ	Total annual hours	Annual weeks of attendance
Teachers	720	360	150	-	-	1230	41
Adult literacy officers	324	216	150	-	540	1230	41
Special	216	108	150	-	786	1260	42

program coordinators other than consultants for the disabled							
Special program coordinators - Consultants for the disabled	216	108	150	-	756	1230	41
Head teachers band 1	504	252	150	324	-	1230	41
Head teachers band 2*	360	180	150	540	-	1230	41

* Includes head teachers band 1 supervising > 150 weighted hours per week

Includes 36 hours professional development.

Φ Coordination and Administrative duties for adult literacy officers and special program coordinators

41. Duties Related to Teaching

- 41.1 For the purpose of this clause teacher includes head teacher, adult literacy officer and special program coordinator.
- 41.2 In addition to direct teaching activities teachers shall be entitled to attend to duties related to teaching for 30 minutes for each hour of teaching that forms part of their approved program, except that adult literacy officers shall be entitled to six hours of related duties time for each week of teaching.
- 41.3 Where a teacher is given a teaching release, each hour of teaching release shall involve a 30 minute reduction in the teacher's related duties time.
- 41.4 Duties related to teaching shall also be undertaken during the five non teaching weeks per annum.
- 41.5 Teachers shall continue, in consultation with their immediate manager, to determine duties that shall be conducted during related duties time.

42. Administrative Duties

- 42.1 The administrative component of a head teacher shall be:
- 42.1.1 nine hours per week for a head teacher band 1 supervising up to 150 weighted teaching hours per week;
- 42.1.2 15 hours per week for a head teacher band 1 supervising more than 150 weighted teaching hours per week; and
- 42.1.3 15 hours per week for a head teacher band 2.

43. Averaging

- 43.1 For the purpose of this clause, teacher includes head teachers.
- 43.2 In colleges/campuses where student attendance varies from the standard semester or yearly pattern, teachers may average their direct teaching component as set out in subclause 40.1 of clause 40,

Allocation of Duties, over fixed periods of up to one year determined in advance in accordance with the following provisions.

- 43.2.1 Teachers may, within the fixed averaging period be allocated teaching up to five hours above their direct teaching component, provided that the direct teaching component is to balance over the averaging period.
- 43.2.2 The direct teaching component to related duties ratio is to be maintained but may be averaged over the fixed averaging period, provided that the standard attendance of 30 hours per week is met.
- 43.2.3 Within the fixed averaging period, any direct teaching undertaken which exceeds five hours above the teacher's weekly direct teaching component as set out in subclause 40.1 of the said clause 40, Allocation of Duties, shall be paid in accordance with clause 50, Excess Teaching Hours.
- 43.2.4 Any teaching undertaken, which exceeds at the end of the fixed averaging period a teacher's direct teaching component, shall be paid as excess hours. Excess teaching hours claimed in accordance with paragraph 43.2.3 of this subclause cannot be included in determining teaching hours for the purpose of this paragraph.
- 43.2.5 Except for hours accrued in accordance with the said paragraph 43.2.3, where an averaging teaching program is worked, payment for excess hours will be determined and paid at the end of the fixed averaging period or semester whichever is the lesser in accordance with clause 50, Excess Teaching Hours.
- 43.3 A teacher may average their direct teaching component over periods of less than one year consistent with subclause 43.2 of this clause.
- 43.4 The administrative component of a head teacher's approved program must be worked as a consistent number of hours on a weekly basis within any year. Averaging of the administrative component of the standard attendance hours is not permitted.

44. Accumulating Program

- 44.1 For the purpose of this subclause, teacher includes head teacher.
- 44.2 By agreement between the teachers and their immediate manager, and subject to TAFE's needs, teachers may elect to teach up to a maximum of five hours above their direct teaching component over one term or up to twelve weeks.
- 44.3 Teachers may not be directed to teach an accumulating program.
- 44.4 Regular or repetitive use of accumulating programs for periods over twelve weeks should be avoided. Where the need arises, accumulating hours beyond that period is also voluntary.
- 44.5 When an accumulating program is chosen, teachers may elect on a once per term basis to accumulate hours or be paid fortnightly for the teaching hours above twenty.
- 44.6 Where teachers elect to accumulate hours, they may be paid at the end of the term or accrue excess hours into the next term.
- 44.7 Where an election to accumulate hours is made, teachers in consultation with their immediate manager should, in the context of a pre planned program, determine in advance when the time in lieu is to be taken.
- 44.8 If payment is elected, it shall be in accordance with clause 50, Excess Teaching Hours.
- 44.9 By the end of the TAFE year all excess hours must be taken as time in lieu or paid out.

- 44.10 The teaching component to related duties ratio of 2:1 is to be maintained for the first 20 hours of teaching.
- 44.11 Teachers shall be required to attend for 41 weeks per annum unless accumulated hours have been banked to be taken as time in lieu.

45. Professional Development - TAFE Teachers

- 45.1 For the purposes of this clause, teacher includes head teachers, special program coordinators and adult literacy officers.
- 45.2 An approved program for all teachers shall include professional development on the following basis:
- 45.2.1 teachers undertaking teacher training shall have two hours per teaching week professional development in their first two years of service;
- 45.2.2 teachers who are teacher trained on recruitment shall have two hours professional development per teaching week in their first year of service; and
- 45.2.3 all other teachers shall have one hour of professional development per teaching week and may elect to use their professional development time on a weekly basis or to accrue this time over a period of up to twelve weeks.
- 45.3 The parties shall encourage teachers to accumulate their professional development time up to a maximum of twelve hours. This shall facilitate teachers engaging in more meaningful accredited professional development programs. This shall not prevent teachers electing to take their professional development time on a weekly basis.
- 45.4 The related duties time which would normally accrue to the hour(s) of teaching replaced by professional development shall continue to be used for teaching related duties.
- 45.5 The professional development allocation, which is provided by agreement between the parties, is in recognition of the potential value of professional development and:
- 45.5.1 is available for professional experience;
- 45.5.2 is available for self initiated activities;
- 45.5.3 shall be in addition to other professional development time/activities already provided by TAFE; and
- 45.5.4 teachers are encouraged to share their experiences with other teachers.

46. TAFE Year

- 46.1 For the purpose of this clause, teacher includes head teacher.
- 46.2 Institutes shall operate for a period of 50 weeks in a calendar year. There shall be a two week close down period in colleges/campuses over the Christmas and New Year period. The dates of the close down period shall be determined by the Managing Director or delegate.
- 46.3 Teachers working TAFE Year programs shall undertake teaching duties for 36 weeks, non-teaching duties for five weeks and are to receive the same number of public holidays and vacation days in the TAFE Year as teachers who are working the standard educational year.
- 46.4 Teachers may not be directed to teach more than twelve consecutive weeks without taking a vacation break or may not elect to teach more than eighteen consecutive weeks without taking a vacation break.

- 46.5 Staffing of courses delivered outside the standard educational year shall be based on an essentially consultative procedure.
- 46.6 Managers of the relevant sections shall:
- 46.6.1 at the first instance, seek volunteers from within the college/campus to teach the course. If suitably qualified full time teachers from within the college/campus are available and they wish to make alternative vacation arrangements, the college/campus should introduce an equitable system of selecting volunteer teachers on a rotation basis;
- 46.6.2 if no suitable full time teachers within the college/campus are available, then offers to teach courses may be extended to full time teachers at other colleges/campuses;
- 46.6.3 failing the above, an offer could then be made to suitable part time casual teachers;
- 46.6.4 in the event that all of the above avenues are exhausted, an institute manager may direct a full time teacher to undertake the program, provided that a teacher directed to teach in a TAFE Year program in the midsummer vacation shall not be directed to teach a TAFE Year program in the following midsummer vacation.
- 46.7 Deferred vacation leave shall be arranged on an agreed basis between the teacher and the college management, taking into account the educational programs in the college/campus, particularly in the first two weeks of the standard educational year, and the needs of the teacher.
- 46.8 Deferred vacation leave shall be taken, whenever possible, in full weekly blocks, each beginning Monday and ending on Friday.
- 46.9 Deferred vacation leave is to be cleared within twelve months of the conclusion of the TAFE Year activity and cannot be accumulated and carried over into subsequent years.
- 46.10 The TAFE Year provisions shall apply to teachers who are required to attend college/campus for student selection, programming, enrolment and other duties which can only be done outside the standard educational year and which are essential to the functioning of the section.
- 46.11 Teachers who work up to three days in one block outside the standard educational year may elect, once per TAFE Year, to be paid for this work in lieu of taking vacation leave. Where a teacher elects to be so paid, such payment shall be made at the rate for excess teaching as per clause 50, Excess Teaching Hours.

47. Additional One Week

- 47.1 For the purpose of this clause teacher includes head teacher.
- 47.2 By agreement between teachers and their immediate manager, teachers may elect to attend up to one week of their agreed non attendance period to meet TAFE's needs.
- 47.3 Teachers may elect to be paid for this work or to accumulate their hours.
- 47.4 Where an election for payment is made, then such payment shall be at the rate prescribed at clause 50, Excess Teaching Hours for excess teaching hours or at the part time casual duties other than teaching rate for related duties.
- 47.5 Where teachers elect to accumulate, such hours shall contribute to their bank of hours.
- 47.6 Where teaching duties are undertaken, the hours shall accumulate as part of their total teaching bank of hours.

- 47.7 Where related duties are undertaken, these hours shall accumulate as part of the related duties bank of hours.
- 47.8 Teachers, in consultation with their immediate manager, should consider the provisions of clause 46 TAFE Year, and this clause.
- 47.9 Teachers may only attend one additional week per TAFE Year, whether the provisions of the said clause 46 TAFE Year, or this clause are applied.
- 47.10 Where teachers are directed to undertake duties in a vacation period, after the provisions of subclause 46.6 of clause 46 TAFE Year have been followed, then only the provisions of clause 46 TAFE Year shall apply.
- 47.11 Where teachers volunteer to undertake duties in the vacation period, then either the provisions of clause 46 TAFE Year or the provisions of this clause shall apply.

48. Evening Work - Counsellors

- 48.1 For the purpose of this clause, counsellor includes senior counsellor and advanced skills counsellor.
- 48.2 Counsellors required to perform part of their counselling program after 5.30pm as part of their normal program shall be paid at a rate of 1.25 times their hourly salary rate.
- 48.3 The formula for calculating the hourly salary rates for a counsellor shall be:

$$\frac{\text{Annual Salary}}{260.8929} \quad \times \quad \frac{5}{1} \quad \times \quad \frac{1}{35}$$

49. Time Credit

- 49.1 For the purposes of this clause, teacher includes head teacher and adult literacy officer.
- 49.2 Teachers who are required to perform direct teaching activities between 6.00am and 7.30am Monday to Friday, 5.30pm and 10.00pm Monday to Friday and 6.00am and 10.00pm on Saturday as part of their approved program and not part of excess teaching hours, shall have their direct teaching activities reduced by one hour for every four hours of such teaching or pro rata, provided that:
- 49.2.1 where, as a consequence of the operation of this subclause, a teacher's teaching load is reduced by their attendance, the said teaching load shall be reduced by an equivalent time but the teacher's total related duties time shall remain unaltered;
- 49.2.2 subject to the provisions of clause 43, Averaging, where, as a consequence of the operation of this subclause, a teacher's direct teaching load is reduced, direct teaching hours above the reduced load shall be deemed to be excess and paid at the appropriate rate according to clause 50, Excess Teaching Hours, for the time at which the hours are taught.
- (i) A teacher may choose to accumulate the excess teaching hours in accordance with the provisions of clause 44, Accumulating Program.
- 49.3 Teachers who are required to work during the hours prescribed at subclause 49.2, other than direct teaching, including the following circumstances:
- 49.3.1 Related duties (excluding meal breaks) which in one continuous period of time, extend beyond 5.30pm and 10.00pm or after 6.00am and 7.30am Monday to Friday and or between 6.00am and 10.00pm Saturday, where a teacher is required to teach two teaching sessions that are part of their approved program;
- 49.3.2 where head teachers are directed to perform supervisory duties;

49.3.3 enrolment duties;

as part of their approved program and not as part of excess teaching hours, shall be paid at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

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

50. Excess Teaching Hours

50.1 For the purpose of this clause, teacher includes head teacher and adult literacy officer.

50.2 Subject to the provisions in clause 43, Averaging, excess teaching hours worked between 7.30 am and 5.30 pm Monday to Friday shall be paid at a rate equivalent to the part time casual teaching duties rate of pay. This rate shall be known as the excess teaching rate.

50.3 The formula for calculating the excess teaching hourly rate for hours described in subclause 50.2 shall be:

$$\frac{\text{Maximum TAFE Teacher Salary}}{1} \quad \times \quad \frac{5}{260.8929} \quad \times \quad \frac{1}{30} \quad \times \quad 1.3475$$

50.4 Subject to the provisions in clause 43, Averaging, excess teaching hours between 6.00am and 7.30am, Monday to Friday, 5.30pm and 10.00pm, Monday to Friday and 6.00am and 10.00pm Saturday, shall be credited on the basis of five hours for every four hours worked, or pro rata, and the hours so derived shall be paid according to this clause.

50.5 Emergency Hours -

50.5.1 Emergency excess teaching hours occur when an unplanned absence of a teacher leads to another teacher being given less than 24 hours notice to take a class.

50.5.2 Payment for emergency excess teaching hours shall be made fortnightly at the appropriate rate for the hours worked.

50.5.3 Emergency excess teaching hours cannot be included in determining the direct teaching hours of an averaging program.

50.6 The parties agree that the use of excess teaching hours shall be discouraged.

51. Sunday Work/Night Work

51.1 For the purpose of this clause teacher includes head teacher and adult literacy officer.

51.2 That part of an approved program required to be worked on Sunday or on other days between the hours of 10.00pm and 6.00 am shall be paid at the rate of double the hourly rate of the teacher.

51.3 The formula for calculating the hourly rate shall be:

$$\frac{\text{Annual Salary}}{1} \quad \times \quad \frac{5}{260.8929} \quad \times \quad \frac{1}{27}$$

52. Qualifications for Appointment

52.1 Except where the Managing Director determines that special circumstances exist in relation to a particular person which warrant that person's appointment with a lesser qualification or a shorter

duration of vocational experience, the minimum qualifications for appointment to positions are as follows:

52.1.1 Education officer - appropriate degree or diploma from a higher education institution and appropriate vocational and or industrial experience.

52.1.2 Teacher - appropriate technical or professional qualifications plus from two to five years, as appropriate, vocational and or industrial experience.

52.1.3 TAFE counsellor - appropriate degree from a higher education institution and at least three years study in psychology or other such study as the Managing Director deems appropriate, plus two years appropriate vocational experience.

53. Working Conditions - Education Officers and Related Employees

53.1 This clause sets out the general conditions of employment for the following classifications in TAFE - education officer, senior education officer, chief education officer, principal education officer, curriculum manager, industry specialist, principal officer, quality assurance coordinator, cluster manager, program manager, Manager Education and Training Resource Centre.

53.2 They shall:

53.2.1 be employed on a 35 hours per week basis and may average their working hours, provided they work 420 hours every twelve weeks;

53.2.2 be entitled to professional development/study time as per clause 54, Professional Development - Education Officers, Related Employees and Counsellors.

53.3 In the context of a pre planned program, managers and their employees shall negotiate their working arrangements, including their daily span of hours, so as to meet TAFE's and the individual's needs. Possible working arrangements include:

53.3.1 the taking of part, single or multiple days as time in lieu;

53.3.2 taking time in lieu before 420 hours have been accumulated;

53.3.3 working a standard 35 hour week.

53.4 Up to a maximum of one week (35 hours) may be carried forward from one twelve week period to the next.

53.5 Where employees do not work the required 420 hours over the twelve week period, then an annual leave debit shall be made to cover the shortfall.

53.6 Where agreed working arrangements need to be reviewed this shall also be negotiated between employees and their manager.

53.7 The band of hours for employees not located in colleges/campuses shall be from 7.30am to 9.00pm Monday to Friday.

53.8 The band of hours for employees located in colleges/campuses shall be from 6.00am to 10.00pm Monday to Saturday.

53.9 All full time employees located in colleges/campuses shall be required to attend five days per week unless the taking of time in lieu has been agreed.

54. Professional Development - Education Officers, Related Employees and Counsellors

54.1 Permanent and temporary education officers, related employees and counsellors shall have a professional development program as follows:

54.1.1 retention of their existing study time - for those employed by TAFE as at 31 January 1994; or

54.1.2 ten working days per annum which may be accumulated over six years up to a maximum of 60 working days to undertake professional experience, work or study inside or outside the TAFE system which is of demonstrated value to TAFE and/or the professional development of the employee. This time may be taken in minimum periods of one half day per week as negotiated with their immediate manager. The absence requires the approval of TAFE and is subject to the operating needs of the unit.

55. Leave for TAFE Teachers and Related Employees

55.1 Annual Recreation Leave - All officers and temporary employees shall be entitled to a minimum of 20 days recreation leave or pro rata where employed for periods less than the equivalent full time.

55.2 Annual Leave Loading - All officers and temporary employees shall be paid a loading of 17.5 per cent of their wage/salary for each week of the four weeks minimum annual leave as provided for in subclause 55.1 for each twelve months of service, or pro rata, on the basis of the employee's ordinary salary rate.

55.3 Annual Leave and Agreed Weeks of Non Attendance - teachers, counsellors and special program coordinators:

55.3.1 Except where provision is otherwise made in this award, all leave in excess of four weeks shall be deemed to be in lieu of additional work and overtime.

55.3.2 In lieu of the provisions under the *Annual Holidays Act 1944*, unless otherwise required by the Managing Director, officers and temporary employees in the following classifications shall not be required to attend their workplace for the number of weeks as set out in the following schedule:

Salary Group	Classification	Annual Leave Weeks	Agreed Weeks of Non Attendance
Common Salary Scale	Teacher	4	7
	Adult Literacy Officer	4	7
	TAFE Counsellor	4	3
	Advanced Skills Counsellor	4	3
Promotion Salary Scales	Head Teacher	4	7
	Special Program Coordinators	4	6
	Consultants for the Disabled	4	7
	Senior Counsellor	4	3

55.4 Sick Leave -

55.4.1 All officers and temporary employees shall be entitled to fifteen days per annum with the unused component of the annual entitlement being fully cumulative or pro rata where employed for periods less than the equivalent full time.

55.4.2 Employees employed on teaching conditions who, as at 31 January 1994, were entitled to 22 days on full pay and 22 days on half pay in any twelve month period shall retain their previously accumulated sick leave entitlement.

55.4.3 Special sick leave shall continue to be available.

55.4.4 Additional Sick Leave - the provisions of this subclause shall only apply to officers and temporary employees employed on teaching conditions.

- (i) The maximum grant of additional sick leave during the first two years of service is fifteen days.
- (ii) Additional sick leave provided under this subclause is available at any stage during the employee's first two years of service but shall only be granted in circumstances where:
 - (a) there is no current concern regarding the employee's use of sick leave as contained in paragraph 55.4.1 of this subclause;
 - (b) all sick leave entitlements as contained in paragraph 55.4.1 have been exhausted.

55.5 Extended Leave -

55.5.1 Subject to the TAFE Commission Act, officers and full time temporary employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further eleven working days for each completed year of service after ten years.

55.5.2 Extended leave entitlements as a result of service prior to 31 January 1994 shall be saved as accumulated under the pre-existing provisions applying to the employee concerned.

55.6 Family and Community Service Leave -

55.6.1 The maximum amount of family and community service leave that may be granted to full time officers and temporary employees is:

- (i) during the first twelve months of service - three working days;
- (ii) after completion of twelve months service - six working days in any two year period;
- (iii) after completion of two years service - nine working days in any three year period.

55.7 Personal/Carer's Leave -

55.7.1 Use of Sick Leave -

- (i) Where family and community service leave is exhausted an officer or temporary employee with responsibilities in relation to a class of person set out in subparagraph (iii) (b) below who needs that employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in sick leave provisions of this award or absences to provide care and support for such persons when they are ill. Leave may be taken for part of a day.
- (ii) That 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 personal carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (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 stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (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 section:

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

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

- (iv) An employee shall, wherever practicable, give the Managing Director or nominee 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 Managing Director or nominee of such absence at the first opportunity on the day of absence.

55.7.2 Unpaid Leave for Family Purposes -

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee, to take unpaid leave for purpose of providing care and support to a member of a class of person set out in subparagraph 55.7.1 (iii) (b) who is ill.

55.7.3 Annual Leave -

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph (i) of this paragraph, shall be exclusive of any shut down period provided for elsewhere under this award.
- (iii) The employee and Managing Director or nominee may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

55.7.4 Time Off in Lieu of Payment for Overtime -

- (i) An officer or temporary employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within twelve months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

- (iii) If, having elected to take time as leave in accordance with subparagraph (i) of this paragraph, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- (iv) Where no election is made in accordance with the said subparagraph (i), the employee shall be paid overtime rates in accordance with the award.

55.7.5 Make-up Time -

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee 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.

55.7.6 Rostered Days Off -

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the Managing Director or nominee, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the Managing Director or nominee, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Managing Director or nominee and the employee, or subject to reasonable notice by the employee or the Managing Director or nominee.
- (iv) This subclause is subject to the Managing Director or nominee informing each union which is party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

55.7.7 Bereavement Leave -

- (i) An officer or temporary employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 55.7.1 (iii) of this subclause, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) The employee must notify the Managing Director or nominee as soon as practicable of the intention to take bereavement leave and shall, if required by the Managing Director or nominee provide to the satisfaction of the Managing Director or nominee proof of death.
- (iii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the Managing Director or nominee shall give consideration to the circumstances of the employee and the reasonable operational requirements of TAFE.

56. Calculation of Service

56.1 In calculating the years of service for the purpose of this award the following periods shall not be taken into account:

56.1.1 any leave of absence without pay exceeding five days in any year of service;

56.1.2 any unauthorised absences;

56.1.3 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award.

57. Training and Development

57.1 The parties confirm a commitment to training and development for all education employees. Employees recognise their obligation to maintain and update their skills. TAFE recognises its obligations to provide employees with opportunities to maintain and update their skills.

57.2 It is the aim of the parties to this award that employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.

57.3 The parties agree that, wherever possible, training and development shall be designed to articulate with approved and accredited courses.

57.4 TAFE shall facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities, including:

work-based learning;

return to industry;

job rotation;

transfers;

secondment;

project team participation;

job design and redesign;

provision of training relevant to the needs of the individual and the requirements of the organisation.

58. Multi-Skilling

58.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Managing Director may transfer teachers to teach their approved program in part or in whole in another location or discipline other than the one to which they currently belong.

58.2 Teachers transferred pursuant to subclause 58.1 of this clause shall have a right to a review of their position each year in consultation with relevant TAFE officers.

59. Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors in TAFE

59.1 This clause sets out the general conditions of employment for part time casual teachers, coordinators and counsellors in TAFE.

59.2 Subject to the provisions of the TAFE Commission Act and to the regulations made thereunder and to satisfying the conditions prescribed by this award, the hourly rate of pay inclusive of all incidents of employment, excluding entitlements under the *Long Service Leave Act 1955* and including duties in subclause 59.7 of this clause, of part time casual teachers and coordinators shall be as set out in Schedule 14.

59.3 Full time teachers and the rates for part time casual teaching, coordination/consultancy and duties other than teaching are linked by a formula based for administrative convenience on the ratios of the hourly rate of a full time TAFE teacher on the maximum salary of the common incremental salary scale contained in Schedule 1.

59.4 The formula for calculating the hourly rate for full time teachers is:

$$\frac{\text{Maximum TAFE Teacher Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{30}$$

59.5 The ratios calculated in accordance with subclause 59.3 are:

Ratio	
Teaching Duties	1.3475
Coordination/Consultancy Duties	1.2667
Duties Other Than Teaching	1.0638

59.6 Part time casual teachers who teach within a correctional centre shall be entitled to an environmental allowance of an additional amount per hour as set out in Schedule 2 on the rates contained in Schedule 14 for each hour so taught within the correctional centre.

59.7 Duties -

59.7.1 The rate paid for part time casual teachers is for the duties on which part time casual teachers are engaged during the hours for which they have been authorised to undertake direct teaching activities and performance of related duties including:

- attendance in the classroom before the commencement and after the completion of class;
- setting and marking of class tests;
- assessing and marking students' practical work;
- preparing special lectures and lecture demonstrations;
- completing records and returns;
- setting and marking assignments;
- initial recording of results;
- familiarisation with the syllabus;
- organisation of lesson plan;
- preparation of lesson notes, and teaching aids;
- making copies of notes; and
- preparation for practical work, drawing and practical exercises.

59.8 Sick Leave -

59.8.1 Part time casual teachers and coordinators shall be entitled to sick leave as follows:

- (i) In any calendar year a part time casual teacher or coordinator in TAFE shall be entitled to accrue and then use sick leave as set out in subparagraphs (ii) to (viii) below.

- (ii) After having completed 468 hours of service during any calendar year, a part time casual teacher or coordinator shall have accrued paid sick leave of three weeks per annum pro rata to the average number of hours per week worked by the teacher or coordinator in that calendar year. The part time casual teacher or coordinator shall accrue a number of hours sick leave on an annual basis equal to the number of hours service in a calendar year divided by twelve.
- (iii) Provided that a part time casual teacher or coordinator who has completed 468 hours service in a calendar year but does not have accumulated sick leave entitlement from preceding years shall have an hourly sick leave entitlement equal to the number of hours service, at the date of taking leave, multiplied by three and divided by the number of weeks worked by that date.
- (iv) The maximum amount of accumulated sick leave in any calendar year shall be 60 hours.
- (v) At the commencement of each calendar year, a part time casual teacher or coordinator shall be credited with unused sick leave accrued in the preceding calendar year.
- (vi) A part time casual teacher or coordinator who has an accrued sick leave entitlement and who, because of personal illness, is unable to attend or perform duty on any day when engaged or scheduled to attend, shall be entitled to be paid sick leave at the rate applicable to those duties.
- (vii) Where a part time casual teacher's or coordinator's application for sick leave exceeds three consecutive program days or as otherwise required by the Managing Director, the part time casual teacher or coordinator shall produce a satisfactory medical certificate from a qualified medical practitioner stating the nature of the illness and the time which, in the doctor's opinion, must elapse before the applicant can resume duty.
- (viii) Where a part time casual teacher or coordinator is also engaged in any other full time employment and is entitled thereunder to sick leave benefits in respect to a period of employment which is concurrent with any period(s) of employment as a part time casual teacher or coordinator in TAFE they shall not be entitled to any sick leave benefits under this award.

59.9 Hard to Fill Country Locations -

- 59.9.1 When a part time casual teaching, coordination and or counselling position has been advertised twice in the press and no selection has been made, appropriate travel and subsistence allowances pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor shall be paid to part time casuals who, upon request by TAFE, work in a remote location other than the location to which they are otherwise engaged.

59.10 Related Duties -

- 59.10.1 Part time casual teachers teaching a minimum of eighteen hours per week in any one institute may be granted an average of 1.5 hours per week (to a maximum of 54 hours over 36 teaching weeks) for related duties with payment at the teaching duties rate where, in the opinion of the TAFE management delegate, the number of full time teachers available is insufficient to carry out essential work.
- 59.10.2 Apportionment of the related duties hours during the academic year shall be by agreement between the part time casual teacher and their supervisor.

59.11 Training and Development -

- 59.11.1 Where a part time casual teacher, coordinator or counsellor is approved to attend a staff development activity which coincides with normal duties, such part time casuals shall be

paid at the rate applicable to their duty program for the length of that duty program whilst so engaged on staff development activities.

59.11.2 Allowances and reimbursement of out-of-pocket expenses pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor, for motor vehicle allowances shall be made on the following bases, provided that such travel is by the most economical means.

59.11.3 If participants attend courses where they are required to be away from their homes overnight, they shall be entitled to:

- (i) provision of the cost of rail travel or use of car with payment at casual rates; and
- (ii) payment of incidental expenses necessarily incurred in travelling.

59.11.4 If participants attend courses where they are not required to be away from their homes overnight, they shall be entitled to:

- (i) travelling costs as per subparagraph 59.11.3 (i); and
- (ii) meal allowances, when meals are not provided by TAFE.

59.12 Class Cancellation -

59.12.1 Where a part time casual teacher reports for duty on any day on the basis of a request by an authorised officer and then is advised that their services are not required or receive less than two hours notice of cancellation, the teacher shall be entitled to receive payment for the scheduled duties.

59.13 Attendance at Staff Meetings -

59.13.1 Part time casual teachers and coordinators who are approved to attend staff meetings shall be paid at the rate specified for duties other than teaching for attendance at the meetings.

59.13.2 A minimum one hour is payable for each meeting attendance.

59.13.3 Approval for attendance in excess of two hours for each meeting shall be at the discretion of the officer at the level above the part time casual's supervisor.

59.14 Public Holiday Pay -

59.14.1 When a public holiday occurs on the day when part time casual teachers and coordinators are normally required to be on duty, they shall be paid for that day's normally programmed hours if they were:

- (i) On their normal duty day immediately preceding the public holiday, irrespective of whether that day was the class day one week earlier or some additional class day between those two days; and
- (ii) On their normal duty day immediately following the public holiday, irrespective of whether that day was the class day one week later or some additional class day between those days.

59.14.2 Part time casual teachers and coordinators engaged as substitutes for other part time casual teachers and coordinators shall be paid only if the normal part time casual teachers or coordinators do not qualify under paragraph 59.14.1 of this subclause.

- 59.14.3 Part time casual teachers who teach during a vacation period are entitled to be paid for public holidays falling within the vacation period pursuant to this clause.

59.15 Payment of Interview Expenses -

- 59.15.1 Part time casual teachers, coordinators and counsellors applying for full time TAFE positions are entitled to the following provisions:

- (i) When a part time casual is called for interview for a full time position, then TAFE shall meet the applicant's reasonable expenses for travel and subsistence as contained in the Interview Expenses policy contained in the TAFE Commission Gazette of 10 August 1994, as amended from time to time.
- (ii) The payment of expenses shall be a matter for discussion and agreement prior to interview, bearing in mind due economy.
- (iii) Travel arrangements shall be discussed when interviews are arranged.

59.16 Recognition of Previous TAFE Part time Casual Service -

- 59.16.1 Part time casual teachers, coordinators and counsellors who are subsequently appointed to full time TAFE positions are eligible to have such part time casual TAFE service recognised for extended (long service) leave purposes, provided their service merged without break into full time service.

- 59.16.2 To calculate their entitlement, the following formula is used:

$$\frac{\text{Number of hours worked per week as a part time casual}}{\text{Number of hours worked per week by full time staff in that classification}} \times \text{Period of part time casual employment}$$

59.17 Agreed Leave -

- 59.17.1 Declared Emergencies -

- (i) Part time casual teachers and coordinators who, in a declared emergency, volunteer to assist the emergency services or who are members of volunteer emergency organisations which are required to assist during a declared emergency are to be granted leave with payment where it coincides with teaching duty. There is no limit on the duration of such leave.
- (ii) On resumption of duty, proof of attendance certified by an authorised representative of the emergency service shall be provided.
- (iii) Agreed leave for a further one day for rest purposes may be granted prior to the resumption of duty.

- 59.17.2 Jury Duty -

- (i) Part time Casual Teachers and Coordinators Responsibility -
 - (a) A part time casual teacher or coordinator, who attends a court in answer to a jury summons on a day when they would otherwise be on duty, may elect to receive payment for jury expenses or receive leave, whichever is most advantageous to the part time casual.

- (b) To obtain leave, a part time casual teacher or coordinator must furnish to the appropriate supervisor any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the part time casual teacher or coordinator during any such period and the details of any payment or payments made to the part time casual teacher or coordinator under Section 72 of the *Jury Act 1977*, in respect of any such period.
 - (c) A part time casual teacher or coordinator must, as soon as possible, notify the appropriate supervising officer of the details of any jury summons served.
- (ii) TAFE's Responsibility -
- (a) The appropriate supervising officer shall, in respect of any period during which a part time casual teacher or coordinator was required to be on duty:
 - (1) upon receipt of any such certificate of attendance grant, in respect of any such period for which the part time casual teacher or coordinator has been paid out-of-pocket expenses only, agreed leave on full pay; or
 - (2) in any other case grant, at the sole election of the part time casual teacher or coordinator, agreed leave without pay.

59.18 Access to Facilities -

- 59.18.1 The institute shall ensure that the facilities are available to all part time casual employees. Subject only to the needs for security and safety, teaching materials, working areas and equipment, resource and reference materials and technical and administrative employees shall be readily accessible by part time casual employees before, during and following their scheduled duty periods.

59.19 Statement of Service -

- 59.19.1 TAFE shall maintain a record of service detailing hours paid during the period of engagement of all part time casuals.
- 59.19.2 The record of service prior to the introduction of the Lattice Human Resources Management System shall be established from TAFE records supplemented by part time casuals submitting records/statutory declarations of this service.
- 59.19.3 This record of service will be updated and made available to each part time casual as a Statement of Service:
- (i) On request by the part time casual concerned; or
 - (ii) On termination of the part time casual's employment.

59.20 Induction -

- 59.20.1 A part time casual teacher, on initial engagement, shall be paid up to two hours at the duties other than teaching rate for attendance at a formal induction program.

59.21 Part time Casual Counsellors -

- 59.21.1 Part time casual counsellors shall be entitled to an hourly rate of pay as set out in Schedule 14. The hourly rate of pay is linked by a formula to step 10 of the common incremental salary scale. The formula is as follows:

$$\text{Step 10 Common Salary Scale} \quad \times \quad \underline{5} \quad \times \quad \underline{1.5}$$

1	260.8929	35
59.21.2	The hourly rate of pay calculated in paragraph 59.21.1 is inclusive of all incidence of employment, including sick leave in subclause 59.8, public holiday pay in subclause 59.14 and agreed leave in subclause 59.17 except for entitlements under the <i>Long Service Leave Act 1955</i> .	

59.22 Temporary Appointment Opportunities -

59.22.1	Part time casuals are eligible to apply for temporary appointment to positions (other than full time teaching, permanent teaching and promotional teaching positions) advertised within the TAFE Gazette.
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60. Contract Teachers (OTEN)

60.1 This clause establishes the general conditions of employment, including hourly rates of pay, which are specific to contract teachers employed by TAFE at OTEN.

60.2 In addition to the qualifications for appointment the Basic Method of External Teaching (BMET) is the pre entry requirement.

60.3 Rates of Pay -

60.3.1 There shall be a single contract teaching rate. The rate of pay for contract teachers is linked to the hourly teaching duties rate for part time casual teachers as follows:

$$\begin{array}{l} \text{Teaching Duties Rate for} \\ \text{Part time Casual Teachers} \end{array} \quad \times \quad \frac{2}{3} \quad \times \quad \frac{25}{60} \quad = \quad \text{\$per unit}$$

60.3.2 This formula reflects the parties' agreement that the marking of each unit of work shall be allocated 25 minutes.

60.3.3 The rates of pay for contract teachers (OTEN) are set out in Schedule 14. These rates are inclusive of all incidence of employment except for long service leave as provided under the *Long Service Leave Act 1955*.

61. Provision for Positions Which Are Hard to Fill

61.1 This clause does not apply to part time casual teachers and contract teachers (OTEN).

61.2 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.

61.3 When a position has been identified as "hard to fill" in accordance with subclause 61.2, TAFE will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.

61.4 Where job redesign has not been deemed to be appropriate, Institute Directors and managers may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.

61.5 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

62. Industrial Rights

62.1 Federation Representatives -

62.1.1 An accredited Federation representative at the place in which they are employed shall, upon notification thereof to their employer, be recognised as an accredited Federation representative.

62.1.2 An accredited Federation representative shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.

62.1.3 An accredited Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Federation official.

62.2 Consultative and Other Committee Work -

62.2.1 Where an employee is required by TAFE, nominated by the Federation or otherwise selected by other employees to participate in work based consultative or like committees, TAFE shall provide such employees with paid leave to attend to such matters.

62.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with their terms of reference, TAFE shall provide sufficient paid time to enable the employee to undertake the project.

63. Quality Improvement Program

63.1 The parties are committed to encouraging officers at all levels to take responsibility for the continuous improvement of all processes, products and services of TAFE.

63.2 The parties will actively participate in the development and implementation of the agreed quality improvement program throughout TAFE and will contribute to the program's success.

64. Pilot Schemes

64.1 The parties agree to pilot innovative ways to meet customer needs; to jointly develop performance indicators for these schemes; to jointly monitor and measure the success of these schemes using these indicators; and to implement those initiatives which they have agreed are a success.

64.2 The parties agree that, before pilot schemes are introduced, the Federation and affected officers involved must be consulted and agree to their trial.

65. Principles of Restructuring

65.1 The parties agree to the following basic principles in the restructuring of work units:

65.1.1 officers will be consulted at the first opportunity;

65.1.2 the Federation is notified and discussions held regarding the restructure;

65.1.3 where new structures are being considered, a broad outline of the structure with basic functions of each position will be developed;

65.1.4 the process involves ongoing consultation with officers and the Federation;

65.1.5 job analysis will be conducted on the new positions;

65.1.6 resulting position descriptions will be discussed with affected officers and the Federation;

65.1.7 job evaluation of positions is undertaken;

65.1.8 staffing of positions occurs in terms of redeployment, potential redeployment, transfer, staff selection and direct appointment, except where a position can clearly be identified as an upgraded position with an incumbent.

SCHEDULES FOR TAFE SECTION

SCHEDULE 11

Salary Scales - Promotion Classifications in TAFE

Classification	Salary from the first pay period to commence on or after 1.1.2004	Salary from the first pay period to commence on or after 1.7.2004	Salary from the first pay period to commence on or after 1.1.2005
	Per annum (\$)		
Increase	5.5%	3%	3.5%

Cluster Manager and Manager, Education and Training Resource Centre	97,617	100,546	104,065
Principal Education Officer and Program Manager and Curriculum Manager	90,956	93,685	96,964
Quality Assurance Coordinator	85,702	88,273	91,363
Chief Education Officer	81,183	83,618	86,545
Senior Education Officer and Senior Counsellor			
Step 2	74,645	76,884	79,575
Step 1	72,842	75,027	77,653
Senior Head Teacher in TAFE (old classification)			
Step 2	74,645	76,884	79,575
Step 1	72,842	75,027	77,653
Head Teacher in TAFE			
Band 2	72,842	75,027	77,653
Band 1	67,041	69,052	71,469
Head Teacher in TAFE (old classification)			
Step 2	69,785	71,879	74,395
Step 1	67,041	69,052	71,469
Special Program Coordinator			
Step 2	69,785	71,879	74,395
Step 1	67,041	69,052	71,469

SCHEDULE 12

Excess Travel and Compensation for Travel on Official Business - TAFE Teachers

1. Definitions -

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;

- (ii) on any day where the teacher is required during the day to travel from one college, campus or other workplace to another.

1.1.2 "Headquarters" means that college/campus nominated by the Managing Director or nominee for the teacher, or that college/campus where the major part of the teacher's approved program is performed.

1.1.3 "Teacher" means all persons employed permanently or temporarily in TAFE in full time teaching positions, including head teachers, special program coordinators, TAFE counsellors and adult literacy officers.

1.1.4 "Teaching Program" means all direct teaching and other duties that take place during the teacher's approved program, including a prescribed course of teacher education.

2. Introduction -

2.1 Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

2.3 The use of a teacher's private motor vehicle on official business is not mandatory.

3. Excess Travel Time -

3.1 When a teacher, in order to perform their teaching program is required to travel outside the teacher's duty hours:

from the teacher's home to a college, campus or other workplace; and/or

from a college, campus or other workplace to the teacher's home; and/or

between colleges, campuses or other workplaces on any one day; and/or

between parts of a college, campus or other workplace which are at different sites; and/or

between colleges, campuses, institutes or other workplaces and any annexes of a college, campus, institute or other workplace which are at different sites,

and where the teacher is not granted by mutual arrangement between the teacher and TAFE time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the teacher shall be paid for excess time occupied in travelling, in accordance with this Schedule but subject to the following conditions:

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

3.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between:

- (i) 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and accommodation has been provided for the teacher; or

- (ii) 11.00pm on any one day and 6.00am on the following day for a teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the teacher has travelled overnight and accommodation has been provided for the teacher.

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

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

3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

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

3.3 Payment for Excess Travel -

3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 9 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one college, campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

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

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

3.3.4 Provided that when the above deduction in subclause 3.3.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

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

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

4. Waiting Time -

- 4.1 Where a teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:
- 4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.
- 4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:

- (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
- (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,

and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the TAFE year or travel a minimum of 400 kilometres during the TAFE year, except where:

5.1.1 an official vehicle is available;

5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

5.2 Where a teacher commences duty other than at the start of the TAFE year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.

5.3 The rate paid is that specified at clause 9 of this schedule.

6. Casual Rate -

6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:

6.1.1 an official vehicle is available;

6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 Circumstances where teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.

6.3 The rate paid is that specified in clause 9 of this Schedule.

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

7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Urban Affairs and Planning) the maximum per kilometre rate payable shall be the 1600 to 2700 cc rate.

7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the over 2700 cc rate in respect of a vehicle with an engine capacity above 2700 cc. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.

7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the over 2700 cc rate arising from clause 4 (b)(i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

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

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

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

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

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

8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.

8.4.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

- 8.4.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.5 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes, travel between the sites is required.
- 8.6 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

9. Official Business and Casual Rates -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	below 1600 cc	50.6	21.1
	1600 - 2700 cc	70.6	25.0
	above 2700 cc	75.9	27.0
6	Casual Rate		
	below 1600 cc		21.1
	1600 - 2700 cc		25.0
	above 2700 cc		27.0

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

SCHEDULE 13

Strategies for Maximising Annual Student Contact Hours in TAFE

1. Annual Student Contact Hours (ASCH) shall be maximised by utilising a range of strategies. If requested, consultation shall occur at the local level between the teaching section and their line manager regarding educational soundness, access and equity, appropriate resources and occupational health and safety.
2. Such strategies include:
 - 2.1 Ensuring that all available student places are filled.
 - 2.2 Continual or "topping up" of enrolments as students meet module outcomes or units of competence and move out of the class. This shall result in an increased output of students.

- 2.3 Continual or "topping up" of enrolments to replace enrolled students who have not commenced the course, or who have officially withdrawn from modules or who have been absent from class without notice for four consecutive weeks.
- 2.4 Enrolment of students in modules to undertake the additional training and education required to achieve competency against the module outcome or unit of competence following successful assessment for Recognition.
- 2.5 Establishing quality partnerships with industry which may result in a proportion of the program being workplace training and assessment, conducted by TAFE approved industry personnel in accordance with an agreed quality assurance process.
- 2.6 Utilising a variety of delivery modes that are appropriate to the particular learning situation, including the needs of students.
- 2.7 Core enrolment times shall continue to occur at the start of each semester. These shall be supplemented by continual or "topping up" of enrolments as outlined above.
- 2.8 Extending enrolments and commencements beyond the core enrolment times at the start of each semester and staggering enrolments and commencement times across the full year.
- 2.9 Teachers and head teachers shall employ best practice in student administration by ensuring that all activities for which they are responsible are correctly recorded and credited including the completion of enrolment adjustment forms.
- 2.10 Enrolling in the initial enrolment period up to an additional three students over and above the student teacher ratios in a subject/module, where the subject/module has a history of attrition, based on institute data.

SCHEDULE 14

Rate of Pay - Part time Casual Teachers, Coordinators and Counsellors in TAFE and Contract Teachers (OTEN)

	Rate from the first pay period to commence on or after 1.1.2004	Rate from the first pay period to commence on or after 1.7.2004	Rate from the first pay period to commence on or after 1.1.2005
	Per hour (\$)		
Increase	5.5%	3%	3.5%
Teaching Duties	53.58	55.18	57.11
Co-ordination/Consultancy Duties	50.36	51.87	53.69
Duties Other Than Teaching (DOTT)	42.30	43.56	45.09
Part time Casual Counsellors	44.80	46.14	47.76
	Open Training and Education Network Contract Teachers Per Unit (\$)		
Contract Teaching Duties	14.88	15.33	15.86

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

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SERIAL C2562

**CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND TAFE AND
RELATED EMPLOYEES) SALARIES INTERIM AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by New South Wales Teachers Federation, an organisation of employees.

(No. IRC 3749 of 2003)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
Mr Deputy President Grayson
Commissioner McLeay

19 December 2003 and 28 January 2004

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Salaries
3.	Area, Incidence and Duration

2. Salaries

- 2.1 This interim award provides an increase of 5.5 per cent to all salary rates and related rates of pay under the Crown Employees (Teachers in School and TAFE and Related Employees) Salaries and Conditions Award (327 IG 582).

- 2.2 Schedules 1, 4, 5, 6, 7, 11 and 14 appearing in the Crown Employees (Teachers in School and TAFE and Related Employees) Salaries and Conditions Award (327 IG 582) are replaced by the following Schedules:

Schedule 1 - Common Incremental Salary Scale

The following salary scale applies to: teachers; education officers (schools and TAFE); home school liaison officers; Aboriginal student liaison officers; counsellors (schools and TAFE); adult literacy officers, and assistant outreach coordinators:

Salary steps	Salary from the first pay period to commence on or after 1.1.2004
	Per annum (\$)
Step 13	62,237
Step 12	59,014
Step 11	56,775
Step 10	54,542
Step 9	52,307
Step 8	50,075
Step 7	47,837
Step 6	45,602
Step 5	43,370
Step 4	41,134
Step 3	39,109
Step 2	36,664
Step 1	33,638

Schedule 4 - Salaries - Teachers in Charge of Environmental Education Centres and Hospital Schools

Classification	Salary from the first pay period to commence on or after 1.1.2004
	Per annum (\$)
Teacher in Charge Grade 2 Environmental Education Centre or Hospital School	76,261
Teacher in Charge Grade 1 Environmental Education Centre or Hospital School	68,551

Schedule 5 - Salaries - Promotion Classifications in the Education Teaching Service

Classification	Salary from the first pay period to commence on or after 1.1.2004
	Per annum (\$)
Schools	
High School Principal Grade 1 (PH1)	100,332
High School Principal Grade 2 (PH2); Primary School Principal Grade 1 (PP1); Central School Principal Grade 1 (PC1)	96,128
Primary School Principal Grade 2 (PP2); Central School Principal Grade 2 (PC2)	88,645
Primary School Principal Grade 3 (PP3); Central School Principal Grade 3 (PC3)	85,053
Primary School Principal Grade 4 (PP4);	82,200

Central School Principal Grade 4 (PC4)	
High School Deputy Principal; Deputy Principal (Secondary) Central School	81,154
Primary School Principal Grade 5 (PP5)	76,561
Primary School Deputy Principal; Deputy Principal (Primary) Central School	73,177
Head Teacher High School; Head Teacher Central School; District Guidance Officer	70,193
Primary School Principal Grade 6 (PP6)	68,551
Assistant Principal Primary School; Assistant Principal Central School	66,406
Senior Assistant in Schools	64,471
Non-school Based Teaching Service Classifications Salary Scales	
Principal Education Officer	91,388
Senior Education Officer Class 2	82,364
Senior Education Officer Class 1	
Year 3	75,994
Year 2	73,095
Year 1	70,193

Schedule 6 - Rates of Pay - Casual School Teachers

Table 1

Trained Teachers	Rates from the first pay period to commence on or after 1.1.2004*
	Per day (\$)
4YT Steps	
4	259.00
3	247.44
2**	235.88
1	224.32
3YT Steps	
5	247.44
4	235.88
3	224.32
2	212.77
1	202.28
2YT Steps	
4	224.32
3	212.77
2	202.28
1	189.63

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

Table 2

Conditionally Trained Teachers	Rates from the first pay period to commence on or after 1.1.2004*
	Per day (\$)
C (5YT) Steps	
4	259.00
3	247.44
Y1-2	235.88
C (4YT) Steps	

4	247.44
3	235.88
Y1-2	224.32
C (3YT) Steps	
4	224.32
3	212.77
Y1-2	202.28
C (2YT) Steps	
3	202.28
Y1-2	189.63

- * From January 2001 the casual school teacher daily rates of pay are loaded by 5 per cent in lieu of receiving sick leave, family and community service leave, special leave of absence and leave loading.

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

Table 3

	Rates from the first pay period to commence on or after 1.1.2004*
	Per day (\$)
Casual PP6, TIC Hospital School, TIC Environmental Education Centre	354.56

- * From January 2001 the casual school teacher daily rates of pay are loaded by 5 per cent in lieu of receiving sick leave, family and community service leave, special leave of absence and leave loading.

Schedule 7 - Other Part Time Rates of Pay - Schools

Classification	Rates from the first pay period to commence on or after 1.1.2004
	Per day (\$)
Teacher in Charge	15.59
Demonstration Schools	6.46
Teachers of classes of students with disabilities	8.82
	Per hour (\$)
Needlework/Craft Teacher	29.33

Schedule 11 - Salary Scales - Promotion Classifications in TAFE

	Salary from the first pay period to commence on or after 1.1.2004
Classification	Per annum (\$)
Cluster Manager and Manager, Education and Training Resource Centre	97,617
Principal Education Officer and Program Manager and Curriculum Manager	90,956
Quality Assurance Coordinator	85,702
Chief Education Officer	81,183

Senior Education Officer and Senior Counsellor Step 2	74,645
Step 1	72,842
Senior Head Teacher in TAFE (old classification) Step 2	74,645
Step 1	72,842
Head Teacher in TAFE Band 2	72,842
Band 1	67,041
Head Teacher in TAFE (old classification) Step 2	69,785
Step 1	67,041
Special Program Coordinator Step 2	69,785
Step 1	67,041

Schedule 14 - Rates of Pay - Part Time Casual Teachers, Coordinators and Counsellors in TAFE and Contract Teachers (OTEN)

	Rates from the first pay period to commence on or after 1.1.2004
	Per hour (\$)
Teaching Duties	53.58
Co-ordination/Consultancy Duties	50.36
Duties Other Than Teaching (DOTT)	42.30
Part time Casual Counsellors	44.80
Open Training and Education Network Contract Teachers	Per Unit (\$)
Contract Teaching Duties	14.88

3. Area, Incidence and Duration

- 3.1 This interim award applies to all teachers and related employees who are covered by the provisions of the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award (370 IG 582).
- 3.2 This interim award operates in conjunction with the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award (370 IG 582). Where there is any inconsistency between the terms of this interim award and the terms of the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award (370 IG 582), the terms of this interim award shall prevail.
- 3.3 This interim award commences from the beginning of the first pay period to commence on or after 1 January 2004 and shall remain in force up to and including 30 June 2004.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

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(1410)

SERIAL C3613

**STOREWORKERS - IGA DISTRIBUTION PTY LIMITED NSW
DISTRIBUTION CENTRES INTERIM AWARD, 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by IGA Distribution Pty Limited for a new award.

(No. IRC 3254 & 3908 of 2004)

Before The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
Commissioner Patterson

9 September 2004

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Area, Incidence and Duration
4.	Anti Discrimination
5.	Categories of Employment
6.	Terms of Engagement
7.	Counselling Procedure
8.	General Conditions
9.	Wages
10.	Payment of Wages
11.	No Extra Claims
12.	Classification Structure
13.	Mixed Functions

14. First Aid
15. Meal Allowance
16. Special Rate
17. Fares and Travelling
18. Superannuation
19. Rosters
20. Hours of Day Work
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30. Annual Leave
31. Long Service Leave
32. Sick Leave
33. Bereavement Leave
34. Personal/Carer's Leave
35. Jury Service
36. Attendance at Repatriation Centres
37. Settlement of Disputes
38. Consultative Committee
39. Union Delegates
40. Right Of Entry

PART B

CONDITIONS FOR 4 NEWINGTON RD, SILVERWATER

1. Operation of Part C
2. Freezer Work
3. General Conditions

PART C

Monetary Rates

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award may be referred to as the Storeworkers - IGA Distribution Pty Limited NSW Distribution Centres Interim Award, 2004.

2. Parties

The parties bound by this Award are the National Union of Workers, New South Wales Branch and IGA Distribution Pty Limited

3. Area, Incidence and Duration

- (i) This award regulates in whole and exclusively, the conditions of employment of all storeworkers, other than salaried or staff employees, employed by IGA Distribution Pty Limited to work at its warehouses situated at 37 Bessemer Street Blacktown and 4 Newington road Silverwater in the State of New South Wales.
- (ii) The award is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.
- (iii) The award rescinds and replaces the Storeworkers - IGA Distribution Pty Limited NSW Distribution Centres Award 2002 published 28 February 2003 (338 I.G. 542).
- (iv) The award operates from the beginning of the first pay period on or after 09 September 2004 and shall remain in force until the earlier of the following two dates:
 - (a) Twelve months from the date of the making of this award; or
 - (b) The date that the Industrial Relations Commission of New South Wales determines IRC Nos. 3254 of 2004 and 3908 of 2004 respectively by the making of a new award in those proceedings so long as that date is no later than twelve months from the date of the making of this award.
- (v) To the extent of any inconsistencies between this Award, previous agreements and the Storemen and Packers General (State) Award, this Award shall prevail.

4. Anti-Discrimination

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

NOTES:

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

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

"Nothing in 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."

5. Categories of Employment

- (i) Full-time Employees

Full-time Employees are employed to work on a regular roster totaling 38 hours per week averaged over a four week period.

- (ii) Casual employees

Casual employees work on an on-call basis and may be employed for order assembly for up to 38 ordinary hours in any one week. There are no restrictions on the hours of work of casuals other than a maximum of ten and a minimum of four hours in any one day. Casual employees shall be paid at an hourly rate equivalent to 1/38th of the appropriate weekly wage plus 15% calculated to the nearest cent, any part of a cent not exceeding half a cent to be disregarded.

NOTE: In addition, the *Annual Holidays Act 1944* requires that casual employees be paid an additional 1/12th as payment for annual leave.

Any dispute arising out of the employment of casuals shall be dealt with in accordance with Clause 37, Settlement of Disputes of the Award.

- (iii) Part time employees

- (a) A Part time employee is employed to work on a regular roster totalling a minimum of 18 hours and up to 36 ordinary hours per week averaged over a four-week period.

There are no restrictions on the hours of work of part time employees other than a maximum of ten and a minimum of four hours in any one day.

- (b) Part-time employees shall be employed on a roster which shall be given in writing to the employee at the time of employment.
- (c) The roster may be varied by mutual agreement or by the Company on providing one weeks notice of the revised roster.
- (d) Part time employees will be employed and paid at the appropriate full-time hourly rate. Entitlements such as sick and annual leave shall be pro-rata to the number of hours worked during a week.

- (iv) Seasonal or Fixed Term Employees

The company may employ storeworkers on a seasonal or fixed-term basis.

A seasonal or a fixed-term employee may only be employed on a full-time basis. Such employees are entitled to the same conditions and benefits as would apply to full-time employees.

A seasonal or a fixed-term employee may only be employed for a specific period of not more than a total of six months in any one engagement to meet the needs of the business. The duration of employment of any seasonal or fixed-term employee shall be specified in writing prior to commencement of employment.

- (v) Limitations on the use of Casual, Part-Time and Seasonal Employees

- (a) Casual Employees - up to a ratio of 15% of full-time permanent employees on any one day.

This ratio may be increased to 30% in peak periods. These peak periods are mid-November to mid-February and March to April, or as agreed by the Consultative Committee.

- (b) Seasonal or Fixed Term Employees - up to a ratio of 5% of full-time permanent staff on any one day.

6. Terms of Engagement

- (i) Employment shall be on a full-time, part time, or casual basis.
- (ii) Employment of full-time and part-time employees during the first three months of service shall be probationary and shall be from day to day at the pro rata weekly rate, terminable by a day's notice on either side. The Company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a full-time, part-time, or casual employee.

This sub-clause shall not apply to any person employed as a full-time or part-time employee who was, immediately prior to such employment, engaged as a casual worker by the Company.

- (iii) Subject to Sub-Clause (ii) and (iv) of this Clause employment of full-time or part-time employees shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages.
- (iv) Notwithstanding any provisions of sub-clause (i), (ii) and (iii), of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.

7. Counselling Procedure

- (i) Where an employee's attendance and punctuality of attendance is not to the satisfaction of the Company, the employee shall be entitled to two separate warnings.
- (ii) Such warnings shall be given formally and shall be in writing.
- (iii) The Union delegate or co-delegate or alternate of the shift in question shall be present at the time of warning.
- (iv) If, following the aforesaid warnings, the employee's attendance and punctuality of attendance remains not to the satisfaction of the Company, the employment may be terminated forthwith.
- (v) In the case of misconduct justifying instant dismissal, an employee may be instantly dismissed.
- (vi) The procedure outlined in this clause shall be adopted in respect to the issue of work performance.

8. General Conditions

- (i) A first-aid kit shall be provided, at the Company's expense.
- (ii) Each employee on the termination of their engagement shall, on request, be given a statement in writing, signed by the Company stating the position held by the employee and his/her length of service.
- (iii) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (iv) Employees shall be provided with reasonable dining accommodation, locker, change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- (v) Employees shall be allowed a 10 minute morning and afternoon tea break, or such other practice that exists as at the making of this Award.

- (vi) Parental Leave: See *Industrial Relations Act 1996*.
- (vii) Workers Compensation: See *Workers Compensation Act 1987* and the *Workers Injury Management & Workers Compensation Act 1998*. RDO's do not accrue whilst on Workers Compensation.
- (viii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ix) All employees under this Award shall, when returning for work after an absence, report to their respective Supervisor and, where necessary, inform the Supervisor of the reason for the absence.
- (x) At the nominated starting time including overtime, employees will be ready to commence work on their equipment and/or at their recognised work location.
- (xi) IGA Distribution Pty Limited shall upon authorisation, deduct union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

9. Wages

- (i) Wages

The weekly wages for employees covered by this Award payable from the beginning of the first pay period on or after the making of this Award and thereafter shall be as specified in Part C Table 1 of this award.

These wages will be referred to as the ordinary rates.

- (ii) Training Allowance

An employee directed by the Company to act as a trainer will be paid an allowance as set out in Item 1 of Part C - Table 2 - Other Rates and Allowances.

Such storeworkers shall be paid the daily rate for each day so directed up to the weekly maximum.

The allowance is a flat rate and not taken into account when calculating any other payment to which the employee may be entitled.

- (iii) Increases

The wages set out in Table 1 of Part C - Other Rates and Allowances, represent a \$19 per week increase payable from the first pay period to commence on or after 09 September 2004.

10. Payment of Wages

- (i) All employees shall be paid during working hours on a day not later than Thursday of each week. Casual employees shall, where practicable, be paid at the termination of their engagement.
- (ii) Wages will be paid by Electronic Funds Transfer into a financial account of the employees choosing. Any costs associated with an employee running the financial account will be compensated by payment of a non-taxed allowance of an amount per week as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

11. No Extra Claims

- (i) It is a term of this Award that for the duration of the Award the Union shall not pursue any extra claims unless in accordance with the State Wage Case.

12. Classification Structure

- (i) Storeworker Grade 1

An employee at this level performs work to the level of their training and:

- (a) Is responsible for the quality of their own work (subject to instructions and direction).
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercise discretion within their level of skills and training.
- (e) Possesses good interpersonal and communication skills.

Indicative of the task which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.

Order assembling including picking stock.

Counting and sorting of products.

Satisfying internal and external customer needs.

Documenting and recording of goods, materials and components.

Basic inventory control.

Salvage.

Use of hand trolleys, pallet trucks and non-licensed material handling equipment.

Non-forklift loading vehicles.

Basic use of VDU or similar equipment (including fixed scanner and keyboard) for a limited number of repetitious transactions requiring no discretion.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

- (ii) Storeworker Grade 2: Point of entry - Grade 1

Means an employee with proven and demonstrated skills (including as, where necessary, appropriate certification) to the level required of this grade and to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee at this level performs work to the level of their training and is:

- (a) Able to work from complex instructions and procedures.
- (b) Able to co-ordinate work in a team environment under general supervision.
- (c) Responsible for assuring the quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, overhead crane, carousel, etc.
- (f) May be required to perform the following tasks/duties:
 - Loading/unloading of trucks
 - Inventory and stores control.
 - Routine maintenance of stores equipment and machinery.
 - Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a limited number of repetitious transactions and the use of some discretion and simple data entry.
- (g) May also be responsible for quality control of the work of other Storeworkers without being responsible for their direction, i.e. checkers - with such term, for the purposes of this award, referring solely to the checkers engaged in the cigarette cage.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

- (iii) Storeworker Grade 3: Point of entry - Grade 1 or Grade 2.

Means an employee with proven and demonstrated skills (including, where necessary, appropriate certification) to the level of this grade and the work of a grade 1 or grade 2 and who has been appointed by the employer to perform such work on a continuous basis.

An employee appointed in this capacity performs work to the level of their training and:

- (a) Understands and is responsible for quality control.
- (b) Possesses an advanced level of interpersonal and communication skills.
- (c) Has sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
- (d) Where appropriate, is accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvent and explosives.
- (e) May perform work requiring minimal supervision, either individually or in a team environment.
- (f) Must be competent in the use of VDU or similar equipment (including terminals mounted on mobile equipment) for multiple transactions and including updating of work in progress and some maintenance and updating of stock, employee and location records.

- (g) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional). If first aid ticket held, first aid allowance paid in addition.
- (h) May perform receiving and labelling of incoming goods.
- (i) Assists in the good order of work flow in an operating area by performing the functions of a leading hand.

A Leading Hand is appointed by the company to assist in the good order of work flow in an operating area by:

1. Receiving instructions and allocating the work flow to employees;
2. controlling the standards of work and work output set by management and other staff;
3. determining shortages in labour, material or equipment and to advise the management staff for consideration.

Where a failure in training or behaviour occurs the employee shall disengage from further action and place the matter into the hands of management.
None-the-less this does not preclude the employee from giving training but only on the general instructions of a Manager.

The employee shall not become involved in planning Annual Leave rosters or rostered days off except by consultation with a Manager to ensure a orderly overview of work, nor in discipline for behaviour, absenteeism or performance.

However, the employee shall give advice to the Manager or other staff to assist with each of the above but only to the extent of ensuring good order and work flow.

The employee shall not breach any confidence placed in them by management staff.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

- (iv) Storeworker Grade 4: Point of Entry - Grade 3.

Means an employee with proven and demonstrated skills (including, where necessary, appropriate certification) to the level of this grade and the work of a grade 1 or grade 2 and grade 3 and who has been appointed by the employer to perform such work on a continuous basis.

A grade 4 is appointed on merit, and skill taking into account the following factors:

Clerical aptitude.

Supervisors assessment.

Skills, competency and experience.

Attendance.

Attention to detail.

General attitude to company standards; and

Training and education.

An employee appointed in this capacity performs work to the level of their training and:

- (a) Implements quality control techniques and procedures.
- (b) Utilises highly developed levels of interpersonal and communication skills.
- (c) Assists in the provision of on-the-job training and standards.
- (d) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (e) This position is accountable for performing some of the following tasks, or a combination thereof:

Performing multiple stores activities.

Managing the information flow within the store.

Understanding and applying computer techniques as they relate to the stores operation including the use of VDU or similar equipment (including terminals mounted on mobile equipment) for substantial maintenance and updating of work in progress, stock, employee and location records.

Routing of transport and allocation of loads to customers Matching of delivery documents and purchase orders, entry to computer programs of receiving and verifications of recovery.

Has a sound knowledge of employer's operation and product.

- (v) Adoption of classification and grades

In implementing classifications and gradings no current employee shall lose status or pay, and it is clearly recognised and accepted that:

- (a) Promotion is based on training (including appropriate certification) and competence at the grade and lower grade tasks
- (b) Continued work in grade is based on competence. Pay for grade continues (once certified) of work performed at lower grade.

- (vi) Relativities

Relativities	Percentage
Storeman Grade 1	91
Storeman Grade 2	94.6
Storeman Grade 3	100.9
Storeman Grade 4	103.6

13. Mixed Functions

An employee employed in a higher classification for two hours or more per day for which a higher rate of pay is provided herein, shall receive such higher rate of pay for the full day.

If employed for less than two hours on any day on any such higher classification, he/she shall receive such higher rate of pay whilst so employed in that higher classification.

No employee shall suffer any reduction in wages if temporarily employed on work other than that on which he/she regularly is employed and for which a lower rate of pay is provided for herein.

14. First Aid

- (i) The Company shall provide a properly equipped first-aid room with a fully maintained first-aid kit.
- (ii) Qualified first-aid personnel shall be available at all times work is being performed.
- (iii) A qualified first-aid attendant who is appointed to carry out the duties of a qualified first-aid attendant shall be paid the allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, per week in addition to his/her appropriate rate.
- (iv) In the absence of the regular first-aid personnel qualified relief shall be provided and shall be paid the said additional allowance whilst engaged on such relief.

15. Meal Allowance

- (i) An employee who works overtime for more than one hour on any day or shift before or after the fixed starting or ceasing time shall be paid the meal allowance set out in Item 4 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, at the same time as wages pursuant to clause 10, by Electronic Funds Transfer.

Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount at the same time as wages pursuant to clause 10, by Electronic Funds Transfer as set out in the said Item 4.

An employee who works overtime for more than one hour on any day or shift before or after the fixed starting or ceasing time shall be paid the meal allowance set out in Item 4 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, at the same time as wages pursuant to clause 10, by Electronic Funds Transfer. Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount at the same time as wages pursuant to clause 10, by Electronic Funds Transfer as set out in the said Item 4.

- (ii) Should an employee undertake to work overtime nominated by the company and then fail to work the full period of overtime so nominated he/she shall forfeit from any monies owing to him/her the amount of the meal allowance.

Provided that this sub-clause will not apply to a day worker who is no more than 10 minutes late to work the nominated period of overtime prior to his/her normal starting time due to exceptional circumstances that are accepted by management as bona fide.

- (iii) Meal money will be paid weekly at the same time as wages pursuant to clause 10, by Electronic Funds Transfer.

16. Special Rate

- (i) Dirty Work - An employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid a dirty work allowance of the amount as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, per hour for each hour so employed.
- (ii) This special rate is a flat payment and shall not be taken into account when calculating any other payment to which the employees may be entitled nor shall it be subject to wage indexation increases.

17. Fares and Travelling

Employees temporarily transferred shall be reimbursed any extra fares or expenses involved together with payment for all extra time spent travelling.

18. Superannuation

The provisions of the Storemen and Packers - Grocery and Variety Warehouse (State) Superannuation Award, published 22 February 1991 (261 I.G. 426) apply to the employment of storeworkers covered by this award as if the conditions of that award were conditions of this Award.

19. Rosters

(i) Definitions

- (a) "Work Roster" means a schedule indicating the days and hours an employee is to report for duty.
- (b) "Rostered Shift" means a shift forming part of the work roster where an employee is required to report for duty.
- (c) For the purposes of rosters - overtime is defined as hours worked outside of nominated rostered hours.

(ii) New Staff

Storeworkers employed after 6 December 1998 may be required to work on rosters incorporating Saturday and/or Sundays, nominated public holidays, day, early morning, afternoon or night shifts to suit the needs of the customers.

(iii) Change of Rosters

The company may alter the starting and/or finishing times within the spread of hours for a rostered shift without the payment of overtime upon the giving of seven days notice.

20. Hours of Day Work

- (i) The ordinary working hours, exclusive of meal times, shall not exceed 10 hours per day or 38 hours per week or where appropriate, an average of 38 hours per week, over any four week period.

Such hours shall be worked between 6.00am and 6.00pm Monday to Sunday.

Times for starting and finishing for employees once having been fixed may be varied by mutual agreement without the payment of overtime to suit the circumstances of the establishment or, in the absence of agreement, by giving 7 days notice to the employees.

(ii) Banking of Rostered Days off

The Manager may bank up to 5 RDO's to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager

21. Shift Work

(i) Definitions

Except where mutually agreed otherwise, for the purpose of this Clause:

"Afternoon Shift" means any shift finishing after 6.00 PM and at or before 12.30 am the following day.

"Night Shift" means any shift finishing subsequent to 12.30 AM and at or before 8:00 AM.

"Early Morning Shift" means any shift commencing between 4.00 AM and 6.00 am.

(ii) Hours

The ordinary hours of shift workers shall not exceed 10 hours per day or 38 hours per week or where appropriate, an average of 38 hours per week, over any four week period.

Such ordinary hours shall be worked continuously except for a 30 minute break which shall be counted as time worked.

(iii) Banking of Rostered Days Off

The Manager may bank up to 5 Rostered Days Off ("RDO's") to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager.

(iv) Commencing and ceasing times

The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the establishment or, in the absence of agreement, by 7 days notice of alteration given by the Company to the employees.

(v) Shift allowances

(a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17½% in addition to the ordinary rate provided for in Clause 9, Wages.

(b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27½% in addition to the ordinary rate provided for in Clause 9, Wages.

(c) A shift worker whilst on early morning shift shall be paid for such shift an allowance of 12½% in addition to the ordinary rate provided for in Clause 9, Wages.

(d) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a Public Holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.

(e) Shift Work - Casual Employees

Casual employees engaged on shift work shall be paid on an hourly basis equivalent to 1/38th of the appropriate weekly wage plus the appropriate shift allowance plus 15% casual loading.

NOTE: In addition, the *Annual Holidays Act* 1944 requires that casual employees be paid an additional 1/12th as payment for annual leave.

(vi) Overtime

(a) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Award shall be paid at the rate of time and a half for the first two hours and double time thereafter.

(b) Such overtime rates shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause (v) of this clause.

NOTE: See sub-clause (vi) of Clause 24, Overtime, for rest periods after overtime

(vii) Requirements to work reasonable overtime

The Company may require employees to work reasonable overtime to meet the needs of the business.

(viii) Saturdays

Refer to Clause 22 in Part A of this Award.

(ix) Sundays and Holidays

Shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 28 - Holidays, or Clause 29 - Rostered Holiday Work, or Clause 23 - Sunday Work, of this Award in lieu of the shift allowances prescribed in this clause.

Where shifts commence between 9.55pm and Midnight on a Sunday or holiday, the time so worked before Midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing between 9.55pm and Midnight on the day preceding a holiday and extending into a holiday shall be regarded as time work on such holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.

22. Saturday Work

- (i) Where full-time, part time or seasonal employees are rostered for Saturday work, the all purpose weekly rate shall be increased to reflect on a basis pro-rata to the proportion of Saturday work in the total work of a roster rotation, a loading of 60% for Saturday work.
- (ii) Casuals will be paid 60% loading for hours worked on Saturday.
- (iii) Saturday loading will be paid in addition to shift and casual loadings.
- (iv) This clause shall not apply to overtime worked on Saturday.

23. Sunday Work

- (i) Work performed by a day worker on a Sunday shall be paid for at the rate of 100% in addition to their ordinary rate with a minimum of 4 hours.
- (ii) Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.
- (iii) Casuals and part timers will be paid 100% loading for hours worked on Sunday.
- (iv) Sunday loading will be paid in addition to casual loadings.
- (v) This clause shall not apply to overtime worked on Sunday.

24. Overtime

(i) Overtime

Overtime shall mean all time worked:

- (a) Before an employees rostered starting time or after an employees rostered finishing time, Monday to Sunday inclusive.

(b) Outside the ordinary spread of hours prescribed in Clause 20, HOURS OF DAY WORK, Clause 21, SHIFT WORK, as the case may be.

(c) Outside the specified maximum hours prescribed in the said Clauses 20 or 21 of Part A.

(ii) Rate of Pay For Overtime

Overtime shall be paid for at the rate of time and a half for the first two hours per day and double time thereafter.

All overtime worked on a Sunday shall be paid at double time for the hours so worked.

(iii) Minimum Start For Weekend Overtime

Employees who have been notified of the intention to work overtime on a Saturday or Sunday shall be paid for a minimum of 4 hours even if such 4 hours are not worked. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

(iv) Requirement to work reasonable overtime

The Company may require employees to work reasonable overtime to meet the needs of the business

(v) Time off in lieu of overtime

At an employee election, the rate for overtime may be time off in lieu of overtime provided that:

(a) Time off shall be calculated at the penalty equivalent but paid at the ordinary time rate of pay (i.e. two hours overtime at time and a half = three hours pay = three hours time in lieu at ordinary rates).

(b) A maximum of nine and one half hours in lieu of overtime may be accumulated and this time in lieu must be taken off within four weeks of its accumulation (at a time mutually agreed between the employee and the site manager).

(c) Should the time off not be taken within the four week period the overtime will be paid out.

(d) Time off in lieu will be done on a voluntary basis.

(vi) Rest period after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary hours on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the company, such an employee resumes or continues work without having had 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25. Crib Time

Where work performed by a day worker is to continue after 9:00 pm a break of 30 minutes shall be allowed from 8:30 pm and such time shall be counted as time worked.

26. Meal Hours

(i) Day shift

Not less than thirty minutes nor more than one hour between the hours of 12:00 noon and 2:00 pm (2:15 pm at Blacktown Grocery) shall be allowed for lunch, such meal break to be unpaid. The time for the partaking thereof shall be fixed by the Company but once having been fixed shall not be altered without seven days notice.

(ii) Afternoon shift

An interval of not less than 15 minutes between 5:00 pm and 6:30 pm shall be allowed for a meal break with an interval of not less than 30 minutes between 8.00pm and 10.00pm for a further meal break.

(iii) Weekend and Holiday Crib Break

An employee required to work overtime on a Saturday, Sunday or Public Holiday other than as provided in sub-clause (v), shall be allowed a paid crib break of 20 minutes for each completed 5 hours worked; the said 5 hours to be calculated from the time of each commencement of work.

(iv) Rest period before overtime

An employee required to work more than 2 hours overtime after completing a rostered shift shall be entitled to a 10 minute break, paid at the relevant overtime rate, prior to the commencement of the overtime.

(v) Weekend Work Meal Breaks

An employee required to work overtime for a period of 9 hours between the hours of 6:00 am and 6:00 pm on a Saturday, Sunday or Public Holiday may be allowed the usual weekday lunch break and, in that case, the provisions of sub-clause (iii) of this clause shall not apply.

(vi) Provided that the Company and its employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.

27. Meal Hour Rates of Pay

(i) Meal hours, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the meal hour if work ceases within 1 hour of finishing time.

(ii) Employees working any portion of the meal time shall be paid if the period is less than 30 minutes for 30 minutes and if over 30 minutes for the full meal break.

28. Holidays

(i) The following holidays or the days upon which they are observed shall be allowed to all full time and part time employees without deduction from the weekly pay, viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, the second Friday in February, Labour Day, Christmas Day and Boxing Day, together with all other statutory and/or gazetted public holidays for the State.

- (ii) For time worked or any holiday other than in accordance with Clause 29 hereof double ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours. For time worked on Christmas Day and Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours.
- (iii) Where an employee is rostered so that he/she does not work his/her ordinary hours on the same days each week and the employee's RDO falls on a Public Holiday prescribed in sub-clause (i) of this clause, the employee shall be entitled to one substituted day.
- (iv) Provided that the day to be taken as a substitute RDO shall be determined by the employer and shall be granted on the same day of the week as the RDO originally fell, within a period of 4 weeks subsequent to the public holiday occurring.
- (v) The second Friday in February referred to in sub-clause (i) shall not be a closed day and with mutual agreement of the Company and the employee concerned, one of the following options may be taken: one extra days pay, one day added to annual leave or one day in lieu.

29. Rostered Holiday Work

- (i) Notwithstanding the provisions of Clause 28, HOLIDAYS, of this Award, where an employee as part of his/her normal roster is required to work on a nominated public holiday, the time so worked shall attract a loading of 150% in addition to the days pay or alternatively the employee may at their absolute discretion elect, in lieu of any loading for that day accrue the equivalent of 1½ days in additional Annual Leave. Such Annual Leave shall not attract Leave Loading.
- (ii) Nominated public holidays to be worked as part of the roster referred to in sub-clause (i) of this clause are Australia Day, Anzac Day, Queens Birthday, Labour Day and New Years Day (or the days in substitution thereof).

30. Annual Leave

- (i) See *Annual Holidays Act 1944*, as amended.
- (ii) An employee at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 1 week's wage or 3 hours ordinary pay for each month, including a shift allowance where appropriate.
- (iii) The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- (iv) The provisions of sub-clause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

31. Long Service Leave

See *Long Service Leave Act 1955* as amended.

32. Sick Leave

- (i)
 - (a) An employee for the time being working under this Award who after not less than 3 months continuous service with the Company is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from

injury within the *Workers Compensation Act 1987*, as amended, and the *Workplace Injury Management and Workers Compensation Act 1998*, not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation. Provided however that once an employee has had 3 months continuous service with the Company he/she shall be paid for any absence owing to illness during the first 3 months.

- (b) He/she shall, prior to the rostered commencement time wherever practicable, and in any event no later than 24 hours of the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- (c) He/she shall prove to the satisfaction of the Company, or in the event of a dispute, the Industrial Relations Commission of New South Wales, that he/she is or was unable on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

- (d) He/she shall not be entitled to sick leave in excess of the following:

In the first year of employment	44 hours
In the second year and up to and including the fourth year of employment	60 hours
In the fifth year and thereafter	72 hours

- (e) The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in a subsequent year of employment.
- (ii) For the purposes of this clause, continuous service shall be deemed not to have been broken by:
 - (a) Any absence from work on leave granted by the Company, or
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case, be upon the employee.

Provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.

- (iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (iv) An employee who is absent without leave on the working day before or the working day after a day on which they are not rostered to work or a public holiday, shall be liable to forfeit wages for that day except where the employee produces a certificate signed by a medical practitioner that is satisfactory to the Company, which confirms that the employee's absence was caused through personal illness or injury.
- (v) Proof of Illness (Single Day Absences)

Employees under this Award shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in sub-clause (i)(c) of this clause.

Provided that where the Company has reasonable proof to suspect that an employee has abused his/her entitlement under this sub-clause the Company and the Union shall investigate and discuss the matter. The Company may have representation during such discussions.

- (vi) Entitlements under this clause do not extend to any employee on his/her RDO.

33. Bereavement Leave

- (i)
- (a) An employee, other than a casual, shall, on the death within Australia of a person as prescribed in sub-clause (i)(c)(2) of Clause 34 - Personal/Carers Leave, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction from pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work.
- (b) The right to such paid leave shall be dependent on compliance with the following conditions:
- (i) Proof of such death shall be furnished by the employee to the satisfaction of the employer;
- (ii) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of entitlement to leave under this Award.
- (iii) For the purpose of this clause, "spouse" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto spouse.
- (iv) Bereavement Leave shall be available to the employee in respect of the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (ii) of paragraph (c) of sub-clause (I) of clause 34, Personal/Carers Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (c) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, he shall be entitled to 1 day only, unless he can demonstrate to the Company that additional time up to a period of 3 days was justified. Provided that where the death of a named relative herein occurs outside Australia and an employee travels overseas to attend a funeral he/she shall be entitled to up to 5 days' leave.
- (ii) Entitlements under this clause do not extend to an employee during any period in respect of which the employee has been granted other leave.
- (iii) Bereavement leave may be taken in conjunction with other leave available under sub-clause (ii), (iii) and (iv), of the said clause 34. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. Personal/Carer's Leave

- (i) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) below who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement provided for at clause 32, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish, 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.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of sub-clause (i) of this clause, above who is ill.

(iii) Annual Leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

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

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

35. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

- (ii) Entitlements under this clause do not extend to an employee on his/her RDO.

36. Attendance at Repatriation Centres

- (i) Employees being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment, provided that:

- (a) Such lost time does not exceed 4 hours on each occasion.
- (b) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Department of Veterans Affairs as a result of each such visit.
- (c) The employee produces satisfactory evidence to the employer that he/she is so required to and subsequently does attend a repatriation centre.

- (ii) Entitlements under this clause do not extend to an employee on his/her RDO.

37. Settlement of Disputes

Any disputes arising out of employment shall be referred by the Union delegate to the Company representative appointed for this purpose.

Failing settlement at this level between the Company and the Union delegate on the job, the Union delegate shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company. All efforts shall be made by the Company and the Union organiser to settle the matter, but failing settlement, the Union organiser shall refer the dispute to the Union Secretary and the Company may obtain external advice and assistance and the Union Secretary may take the matter up with Company representatives.

During the discussions the Status Quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

The "Status Quo" shall not apply to any warning issued or action taken by the Company in accordance with clause 7, Counselling Procedure.

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

38. Consultative Committee

- (i) A committee known as the "Consultative Committee" shall be established at either or both of the places of work governed by this award (being 37 Bessemer Street, Blacktown and 4 Newington Road, Silverwater) if the majority of persons so employed at these places requests the establishment of such a committee.

- (ii) The composition and size of a Consultative Committee established at the place of work shall be determined by agreement between the employer of the persons employed at the place of work and a representative or representatives:

- (a) appointed jointly by the industrial unions of employees registered under the *Industrial Relations Act* 1996, whose members are engaged at that place of work; or
 - (b) appointed at a meeting of the persons employed at that place of work.
- (iii) The maximum number of members of the Consultative Committee shall be eight or such other number as is determined in the manner referred to in sub-clause (b) of this clause.
- (iv) In order to ensure effective representation for all persons employed at a place of work, the following factors in respect of the place of work shall be taken into account in determining the composition and size of a Consultative Committee:
- (a) The operation of various shifts.
 - (b) Various departments or sub-units.
 - (c) Geographical location.
 - (d) The variety of different occupations.
 - (e) The composition of the workforce.
- (v) In respect of any Consultative Committee, the number of the Company's representatives shall not exceed the number of employees' representatives.
- (vi) A person is not eligible to be elected as an employees' representative on a Consultative Committee unless the person is employed at the place of work at which the committee is established.
- (vii) As soon as practicable after a request is made pursuant to sub-clause (a) of this clause, a meeting of the persons employed at the place of work at which the Consultative Committee is to be established shall be called by the person who forwarded the request.
- (viii) At least one week's notice of a meeting referred to in sub-clause (g) of this clause shall be given to the Company.
- (ix) The method of electing employees' representatives on a Consultative Committee shall be determined at the meeting referred to in sub-clause (b) of this clause, and those representatives shall be elected at that meeting or at a later time determined by that meeting.
- (x) Upon the expiration of the term of office of an employees' representative on a Consultative Committee, an election to fill the vacant office shall be held in the manner and at the time determined at the meeting referred to in sub-clause (a) of this clause, or at a subsequent meeting of the persons employed at the place of work concerned.
- (xi) Upon the occurrence of a casual vacancy in the office of an employees' representative on a Consultative Committee, the chairman and convenor of the committee may, unless otherwise determined at a meeting of the persons employed at the place of work, appoint a person to the vacant office for the balance of the predecessor's term of office.
- (xii) Subject to the other provisions of this clause, an employees' representative on a Consultative Committee shall hold office for a period of two years.
- (xiii) The Company's representatives on a Consultative Committee shall be appointed by the Company:
- (a) as soon as practicable after the request made pursuant to sub-clause (a) of this clause, for the establishment of the Consultative Committee; and

- (b) thereafter as the occasion requires.
- (xiv) The Company's representatives on the Consultative Committee shall include, as far as practicable, a person with the authority to implement measures and otherwise act on behalf of the Company in matters raised with the Consultative Committee.
- (xv) The employees' representatives on the Consultative Committee shall elect one of their number to be chairman and convenor of the Committee forthwith after the establishment of the committee and thereafter as the occasion requires.
- (xvi) A member of the Consultative Committee ceases to be such member if:
 - (a) the member resigns from the Consultative Committee;
 - (b) in the case of an employees' representative, the member ceases to be employed at the place of work at which the committee is established; or
 - (c) the member is removed from office: in the case of an employer's representative, by the employer or, in the case of an employees' representative, at a meeting of the persons employed at the place of work.
- (xvii) The procedure for the calling of meetings of the Consultative Committee and for the conduct of those meetings shall, subject to sub-clause (r) of this clause, be determined by the Consultative Committee.
- (xviii) The following provisions apply to each Consultative Committee:
 - (a) The Consultative Committee shall meet at least every two months.
 - (b) The chairman and convenor of the Consultative Committee may call a meeting at any time.
 - (c) The chairman and convenor shall circulate an agenda to all members of the Consultative Committee prior to any meeting.
 - (d) The agenda to be circulated may include any matter referred to the Consultative Committee by the Company, its employees or Union delegates.
 - (e) Minutes of each meeting are to be kept by a person designated by the Consultative Committee for the purpose.
 - (f) The records of the Consultative Committee (including minutes of meetings) shall be placed in the custody of the Company for safekeeping.
 - (g) Members of the Consultative Committee may have access to all records for the Consultative Committee, including minutes of meetings.
 - (h) Copies of the minutes of meetings shall be displayed at the places of work at which the committee is established in prominent places where employees may read them.
- (xix) Any decisions or resolutions of the Consultative Committee will be persuasive only and will not be in any way binding on either the Company or its employees.

39. Union Delegates

- (i) Where an employee is elected by his/her fellow employees as a Union Delegate and his/her name is forwarded, in writing, by the Union to the Company, the said Union Delegate shall be allowed, by the Company, such time as is necessary to interview the Company representative on matters affecting the members he/she represents.

- (ii) The Company shall recognise one delegate only on each shift. A co-delegate will be recognised only in the absence of the delegate.
- (iii) Notwithstanding sub-clause (ii) hereof, the Company shall recognise both delegate and co-delegate in the event of a serious matter being raised.
- (iv) Meeting of delegates during working hours will not be held without approval of the Company.
- (v) The duties and rights of the delegates shall be as agreed between the Company and the Union.

40. Right of Entry

See *Industrial Relations Act 1996* (NSW), Chapter 5, Part 7 (Entry and Inspection by officers of industrial organisations) or any legislation replacing that provision.

PART B

CONDITIONS FOR 4 NEWINGTON ROAD SILVERWATER

1. Operation of Part B

- (i) The provisions contained in Part B apply only to employees whose terms and conditions are covered by this award and who are engaged at 4 Newington St, Silverwater.
- (ii) Except where indicated to the contrary, Parts A and C of this Award also apply to employees engaged at 4 Newington St, Silverwater.

2. Freezer Work

- (i) This clause shall apply only to employees at Silverwater working in freezers where the temperature is normally colder than minus 18o Celsius.
- (ii) Employees workings continuously for an hour inside a freezer shall be entitled to a 10 minute break outside the freezer without deduction of pay. Provided that in any hour where there is a paid break or unpaid meal break no freezer break shall be taken.
- (iii) A freezer allowance for freezer employees is included in Table 1 - Wages, of Part C, Monetary Rates, at (b), 4 Newington Road, Silverwater (Freezer/Dairy).
- (iv) The Company shall supply free of charge to each employee who is required to work in a freezer, suitable protective clothing which shall include two freezer suits. Such freezer suits shall be cleaned by the Company.

3. General Conditions

- (i) In accordance with the Second Tier Agreement dated 29th May 1989, the practice of 5 minutes undressing time prior to the bundy off time has been discontinued.
- (ii) Canteen prices are at the discretion of the catering contractor. However, the Company will continue to supply coffee, tea, sugar and milk free of charge.
- (iii) In accordance with the conditions outlined in an exchange of letters between the parties dated 4 February 1985 and 28 February 1985 an employee engaged in the physical handling, sorting and

attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid the rate prescribed for a Storeworker Grade 3 (previously described as "receiver").

PART C

MONETARY RATES

Adult Basic Wage - \$121.40 per week

Table 1 - Wages

- (a) 37 Bessemer Street Blacktown.

Grade	Current Rate \$	9 September 2004 (\$19) \$
Storeworker Grade 1	642.00	661.00
Storeworker Grade 2	667.35	686.35
Storeworker Grade 3	711.85	730.85
Storeworker Grade 4	731.55	750.55

The above wages include a \$3.50 consideration for a dress and/or uniform allowance.

- (b) 4 Newington Road Silverwater (Freezer/Dairy):

Grade	Current Rate \$	9 September 2004 (\$19) \$
Storeworker Grade 1	684.20	703.20
Storeworker Grade 2	709.95	728.95
Storeworker Grade 3	754.85	773.85
Storeworker Grade 4	774.90	793.90

* The above wages include a \$3.50 consideration for a dress and/or uniform allowance.

* The above wages include a \$23.30 per week Freezer Allowance. (See Clause 2 of Part B.)

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	1 February 2002 (5%) \$	1 February 2003 (4%) \$
1	8(ii)	Training allowance - maximum	21.00 per week 5.25 per day	21.85 per week 5.45 per day
2	9(iii)	First-aid allowance	13.85 per week	14.40 per week
3	10(ii)	Non-taxed allowance for running a financial account	0.84 per week	0.87 per week
4	15(i)	Meal allowance	8.10	8.40
5	33(ii)	Dirty work	0.32 per hour	0.33 per hour

M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(010)

SERIAL C3654

ANIMAL FOOD MAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4862 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (iii) of clause 5, Adult Weekly Rates, of the award published 1 June 2001 (325 I.G. 112), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.
2. Delete Tables 1 to 4 of Appendix 1 - Minimum Award Wage Rates, and insert in lieu thereof the following:

Adult Weekly Rates (Clause 5)

- A. 1. Feed Miller in Charge of Shift:

Table 1

	Former Award Wage	Minimum Award

Feed Miller in Charge of Shift	Rate Per Week 2 October 2003 \$	Wage Rate Per Week 2 October 2004 \$
1. Not exceeding 2 tonnes of provender per hour	495.60	514.60
2. Exceeding 2 tonnes but not exceeding 6 tonnes of provender per hour	502.10	521.10
3. Exceeding 6 tonnes but not exceeding 12 tonnes of provender per hour	508.90	527.90
4. Exceeding 12 tonnes but not exceeding 18 tonnes of provender per hour	515.50	534.50
5. Exceeding 18 tonnes but not exceeding 28 tonnes of provender per hour	523.50	542.50
6. Exceeding 28 tonnes but not exceeding 40 tonnes of provender per hour	531.50	550.50
7. Exceeding 40 tonnes but not exceeding 60 tonnes of provender per hour	542.00	561.00
8. Exceeding 60 tonnes of provender per hour	551.00	570.00

- (2) Foreman Feed Miller - Shall be paid not less than \$33.00 per week above the relevant rate prescribed by classification 1 hereof.
- (3) Feed Mill Operative:

Table 2

Feed Mill Operative	Former Award Wage Rate (Per Week) 2 October 2003 \$	Minimum Award Wage Rate (Per Week) 2 October 2004 \$
Grade 5	471.40	490.40
Grade 4	477.20	496.20
Grade 3	483.90	502.90
Grade 2	490.60	509.60
Grade 1	497.10	516.10
Premix Blender	483.90	502.90

B. General

Table 3

General	Former Award Wage Rate (Per Week) 2 October 2003 (\$)	Minimum Award Wage Rate (Per Week) 2 October 2004 (\$)
1. Millwright	512.00	531.00
2. General Repairer not Millwright	481.90	500.90
3. Head Millwright	529.60	548.60
4. Binsman	477.20	496.20
5. Grain Sampler	464.10	484.10
6. Head Storeperson	488.00	507.00
7. Storeperson/Storehand/Siloperson	458.40	477.40
8. Packer/Packer/Stacker	466.30	485.30
9. Head Siloperson/Head Intake	473.00	492.00

10. Head Millhand	473.00	492.00
11. Millhand	449.00	468.00
12. (i) Driver of engines, whether the motive be steam or any other motive power other than manual power		
(a) With condenser	488.60	507.60
(b) Without condenser	478.60	497.60
(ii) Driver of suction gas or other internal combustion engines:		
(a) If 50 b.h.p. or over	478.60	497.60
(b) If under 50 b.h.p.	469.60	488.60
(iii) Driver of engines attending electric generator or dynamo other than a dynamo for merely lighting the works shall receive an additional \$12.43 per week		
13. Fireman/Boiler Attendant	457.20	476.20
14. Forklift Truck Driver and/or Tractor Driver	469.60	488.60
15. Laboratory Assistant	480.30	499.30
16. All other Adult Employees	448.40	467.40

Table 4 - Other Rates and Allowances

Item No	Clause No	Allowance	Amount 3 October 2004 \$
1	9(a)	Dusty Conditions	1.91 per day
2	9(b)	Unusually and Excessively Dirty or Dusty Conditions	0.41 per hour
3	9(c)(i)	Engaged in discharging bulk grain	0.82 per hour
4	9(c)(ii)	Working adjacent to employee discharging bulk grain	0.48 per hour
5	9(d)	Carrying Bagged Products	0.31 per hour
6	9(e)	Bag Cleaning	3.27 per day
7	9(f)	Containers - Stacking Mill Products	0.52 per hour
8	9(g)	Boiler Attendant Certificate	8.17 per week
9	9(h)	Boiler Cleaner	1.27 per week
10	9(i)	Silo and Bin Cleaner	0.86 per hour
11	10(j)	Meal Allowance	6.40
12	13(c)(i)	Afternoon Shift	19.16 per shift
13	13(c)(ii)	Rotating Night Shifts	23.89 per shift
14	13(c)(iii)	Change of Shift	16.35 per shift
15	13(h)	Meal Hours	2.01
16	14(g)(iv)	Meal Allowance	6.40 per meal
17	15(c)	Travelling Allowance	0.61 per kilometre
18	26	First-Aid Attendant	8.17 per week
19	27	Fire Officer	7.46 per week
20	28(a)	Clothing Allowance	2.20 per week
21	28(b)	Tool Allowance	8.74 per week
22	28(f)	Handling and Use of Pesticides	0.40 per hour

4. This variation shall take effect from the first full pay period to commence on or after 2 October 2004.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(580)

SERIAL C3652**RUBBER WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4860 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (b) of clause 9, Arbitrated Safety Net Adjustments, of the award published 13 July 2001 (326 I.G. 99), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Appendix A - Wage Rates (Adults) and Appendix B - Allowances/Special Rates, and insert in lieu thereof the following:

APPENDIX A**Wage Rates (Adults)****Table 1 - Wage Rates**

	Former Award Rate	Minimum Award Rate
--	-------------------	--------------------

Classifications	(Per week) 2 October 2003	(Per week) 2 October 2004
Manufacturing/Production Employee Level 1	448.40	467.40
Manufacturing/Production Employee Level 2	465.00	484.00
Manufacturing/Production Employee Level 3	487.60	506.60
Manufacturing/Production Employee Level 4	508.50	527.50
Manufacturing/Production Employee Level 5	527.70	546.70
Manufacturing/Production Employee Level 6	542.20	561.20
Warehouse Worker Level 1	487.60	506.60
Warehouse Worker Level 2	508.50	527.50
Warehouse Worker Level 3	527.70	546.70
Warehouse Administration Officer	542.20	561.20

APPENDIX B

Allowances/Special Rates

Item No.	Clause No.	Subject	Amount \$
1	8(b)(i)	Leading Hand (3-10 employees)	20.99 per week
2	8(b)(ii)	Leading Hand (10-20 employees)	31.12 per week
3	8(b)(iii)	Leading Hand (more than 20 employees)	40.88 per week
4	14(b)	Handling Carbon Black	72 cents per hour
5	14(c)	Installing or repairing belting underground in mines	23 cents per hour
6	14(d)	Working in a confined space	47 cents per hour
7	14(e)	Hot places - 46.1 C - 54.4 C	37 cents per hour
8	14(e)	Hot places - more than 54.4 C	46 cents per hour
9	14(f)	Processing free coal dust	32 cents per hour
10	15(b)	First-aid attendant	8.24 per week
11	23	Motor Vehicle Allowance	33 cents per km
12	25(a)	Meal Allowance	9.35 per meal
13	40(b)	Overalls Allowance	32 cents per day

3. This variation shall take effect from the first pay period commencing on or after 2 October 2004.

R. J. PATTERSON, Commissioner.

(520)

SERIAL C3655**PASTRY COOKS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4863 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (b) of clause 7, Wages, of the award published 8 March 2002 (331 I.G. 1307), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
 - (i) Adults - Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate (Per Week) 6 October 2003	Minimum Award Wage Rate (Per Week) 6 October 2004

	\$	\$
Foreperson/Supervisor	534.10	553.10
Baking Tradesperson	510.50	529.50
Pastry Group 1, 2 and 3 where only one employed	510.50	529.50
Pastry Cook Group 1, 2 and 3 - employed ornamenting	508.50	527.50
Pastry Cook - Group 1	506.10	525.10
Pastry Cook - Group 2	479.90	498.90
Pastry Cook - Group 3	459.00	478.00
Head Packer - Group 1	518.30	537.30
Head Packer - Group 2	468.20	487.20
Stackerperson (Licensed)	486.90	505.90
Motor Van Driver	470.50	489.50
Packer Group 1	465.80	484.80
Packer Group 2	448.40	467.40
Assistant Group 1	467.80	486.80
Assistant Group 2	462.00	481.00
Assistant Group 3	457.40	476.40
Assistant Group 4	448.40	467.40

3. Delete subclause (iii) Apprentices, of the said clause 1, and insert in lieu thereof the following:

- (iii) Apprentices - The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

Classification	Former Award Wage Rate (Per Week) 6 October 2003	Minimum Award Wage Rate (Per Week) 6 October 2004
	\$	\$
1st Year	253.55	262.40
2nd Year	288.55	298.65
3rd Year	327.80	339.25
4th Year	402.85	416.95

Adult Apprentices: The minimum rate of pay for adult apprentices (21 years of age and over), shall remain at the second year rate for the first 2 years of the indenture.

4. Delete subclauses (vi), (vii), (viii), (ix), (x), (xi) and (xiii) of clause 2, Allowances, of the said Appendix 1, and insert in lieu thereof the following:

- (vi) Leading Hands - An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employee's classification:

In charge of -	Per week \$
(a) 10 employees or less	17.75
(b) 11 to 20 employees	29.85
(c) 20 employees or more	38.25

- (vii) Freezer - An employee who during the course of employment is mainly required to work in freezers shall be paid:

- (a) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$1.85 per day extra;
- (b) below minus 18 degrees Celsius - \$3.10 per day extra.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

- (viii) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$11.17 per week extra.
 - (ix) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$9.65 for meal money, unless 24 hours' notice has been given.
 - (x) Laundry - Uniforms, where required by the employer, shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$7.36 per week extra.
 - (xi) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$2.90 per week extra. In addition, the employer shall provide a suitable cash bag.

 - (xiii) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$5.25 per week for the ensuing 12 months. Every apprentice who successfully completes the 2½-year trade course shall be paid \$14.65 per week.
5. This variation shall take effect from the first pay period commencing on or after 6 October 2004.

R. J. PATTERSON, Commissioner.

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(036)

SERIAL C3656**BISCUIT AND CAKE MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4864 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete paragraph (b) of subclause (iv) of clause 17, Wages, of the award published 15 February 2002 (331 I.G. 254), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Minimum Award Wage Rates, and Table 2 - Other Rates and Allowances, of Appendix A - Wage Rates and Allowances, and insert in lieu thereof the following:

Table 1 - Minimum Award Wage Rates

Adult Employees - Classification	Former Award Rate (per week) 26 October 2003 \$	Minimum Award Wage Rate (per week) 26 October 2004 \$
Baker	490.00	509.00
Secondary Processing Operator - Grade 1	490.00	509.00

Automatic Packaging Machinist	483.90	502.90
Dough Mixer and Syrup Maker	483.70	502.90
Secondary processing Operator - Grade 2	483.70	502.90
Biscuit Forming Machine Operator - Grade 1	483.70	502.90
Wafer Makers	481.50	500.50
Storeperson	477.40	496.40
Biscuit Forming Machine Operator - Grade 2	477.40	496.40
Stackerperson	476.30	495.30
Brakesperson	475.80	494.80
Truck Stacker	472.60	491.60
Other Mixer	472.40	491.40
Secondary Processing Operator - Grade 3	472.30	491.30
Biscuit Forming Machine Operator - Grade 3	472.30	491.30
Oven Serviceperson	471.70	490.70
Assistant Mixer	468.70	487.70
Platform Hand, 1 st Class	468.70	487.70
Automatic Packaging Machine Operator	468.30	487.30
Depot Hand	468.10	487.10
Tea Attendant	465.30	484.30
Packer (Delivery)	464.70	483.70
Platform Hand	464.10	483.10
Line Hand	464.10	483.10
Checker	463.50	482.50
General Hand	463.20	482.20
Packer	459.90	478.90
Tin Washer	459.60	478.60
Fixer	459.60	478.60
Other Employees	459.60	478.60

3. Delete Table 2, Other Rates and Allowances of Appendix A, and insert in lieu thereof the following:

Table 2 -Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week \$
1	17(i)(b)	Leading Hands -	
		In charge of up to 10 employees	17.20
		In charge of more than 10 employees and not more than 20 employees	28.70
		In charge of more than 20 employees	37.00
2	17(i)(c)	Line Hands	6.35
3	20(vi)	Tea Money	9.45
4	23	Laundry Allowance	7.63

4. This variation shall take effect from the first pay period to commencing on or after 26 October 2004.

R. J. PATTERSON, Commissioner.

Printed by the authority of the Industrial Registrar.

(612)

SERIAL C3658

GROCERY PRODUCTS MANUFACTURING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4866 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (b) of clause 9, State Wage Case Adjustments, of the award published 1 June 2001 (325 I.G. 38), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1, Wages, (Divisions 1-7) of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Division 1 - Condiments

Classifications	Former award rate per week 14/10/2003 \$	Minimum award rate per week 14/10/2004 \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	487.90	506.90
Operator Rice Par Boiler	487.90	506.90
Assistant Operator Rice Par Boiler	477.00	496.00
Assistant Miller	477.00	496.00
Rice Fumigator	477.00	496.00
Assistant Rice Fumigator (Certified)	465.30	484.30
Coffee, Chicory, Malt or Peanut Roaster	477.00	496.00
Coffee Roaster after 18 months' continuous service or cumulative service	480.80	499.80
Person in Charge of Vacuum Pan making coffee essence	477.00	496.00
Condiment Miller	470.50	489.50
Icing Sugar Miller	470.50	489.50
Person in Charge of Bulk Stores	470.50	489.50
Drying Person and Stove Person	469.00	488.00
Presser and Bran Tub Man	466.30	485.30
Kilnman	465.30	484.30
Packerman	461.00	480.00
Rice Tipper -Tallying Off	460.40	479.40
Stacker - Over 7 High	465.30	484.30
Loader	459.60	478.60
Loader - Murrumbidgee Irrigation Area	465.30	484.30
Pulveriser Operator - Rollerman	469.00	488.00
Mustard Blender	477.00	496.00
Mustard Siever	466.30	485.30
Mustard Seed Cleaner	466.30	485.30
Mustard Dryer	466.30	485.30
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 2 - Cereal Foods

Section A - Macaroni, Vermicelli or Spaghetti

Classifications	Former Award Rate Per Week 14 October 2003 \$	Minimum Award Rate Per Week 14 October 2004 \$
Macaroni, Vermicelli or Spaghetti Plant - Man in Charge	488.00	507.00
Machine Operator	464.20	483.20
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Section B - Other Cereal Foods

Classifications	Former Award Rate Per Week 14 October 2003 \$	Minimum Award Rate Per Week 14 October 2004 \$
Miller and/or Roller Person	474.00	493.00
Ovensperson, Stoveperson, Cooker, Dressing Room and Drying Room Person	474.00	493.00

Pressperson and/or Moulder	466.30	485.30
Packer	461.00	480.00
Wheat Cleaner	460.40	479.40
Corn Mill Operator	487.90	506.90
Silo Operator	476.20	495.20
Flavourperson	474.00	493.00
Person Working at Silos	460.40	479.40
Puffing Tower Operator	486.10	505.10
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 3 - Jellies, Puddings, Custards, Self-raising Flour and Cake Mixes

Classifications	Former Award Rate	Minimum Award Rate
	Per Week 14 October 2003 \$	Per Week 14 October 2004 \$
Person actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of employees doing such work	477.00	496.00
Machine Operator Maintenance	477.00	496.00
Flour Tipper	461.00	480.00
Adequate Weighter	461.00	480.00
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 4 - Noodles and Soup Powders

Classifications	Former Award Rate	Minimum Award Rate
	Per Week 14 October 2003 \$	Per Week 14 October 2004 \$
Cooker	460.60	479.60
Drum Dryer Operator	460.60	479.60
Person actually engaged in mixing from a formula ingredients for noodles and soup powders	477.00	496.00
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 5 - Boot, Floor and Stove Polishes

Classifications	Former Award Rate	Minimum Award Rate
	Per Week 14 October 2003 \$	Per Week 14 October 2004 \$
Person in Charge of One or More Persons	475.50	494.50
Paste Maker	462.50	481.50
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 6 - Drugs

Classifications	Former Award Rate	Minimum Award Rate
	Per Week 14 October 2003 \$	Per Week 14 October 2004 \$
Miller	488.40	507.40
Assistant Miller	473.20	492.20
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

Division 7 - Miscellaneous

Classifications	Former Award Rate	Minimum Award Rate
	Per Week 14 October 2003 \$	Per Week 14 October 2004 \$
Combined Miller	482.90	501.90
Stone Dresser	482.90	501.90
Fork Lift Driver	471.10	490.10
All Other Employees	452.60	471.60

3. Delete Table 2, Other Rates and Allowances of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Subject Matter	Amount \$
1	6(i)	Shift Work - Day, Afternoon, Night	50.09 per week
2	6(ii)	Shift Work - Day, Night	50.09 per week
3	6(iii)	Shift Work - Afternoon, Night	73.98 per week
4	6(iv)	Shift Work - Afternoon	73.98 per week
5	6(v)	Shift Work - Night	110.99 per week
6	6(vi)	Shift Work - Change of Shift	25.77 per week
7	7(iii)	Leading Hands	3.94 per day
8	7(iv)(a)	Mill Hand - making mustard	2.26 per shift
9	7(iv)(b)	Grinding Chillies	72 cents per hour
10	7(iv)(c)	Packing/Unpacking	1.07 per day
11	10(iv)	Meal Allowance - more than two hours overtime	6.50 (1st meal)
12	10(iv)	Meal Allowance - six hours or more	5.45 (2nd meal)
13	31	Dusty Conditions	2.39 per shift
14	4(e)(i)	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	1.94 per shift

4. This variation shall take effect from the first pay period commencing on or after 14 October 2004.

R. J. PATTERSON, Commissioner.

(776)

SERIAL C3650**PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4858 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete paragraph (a), Adults, of subclause (i) Full-time Employees, of clause 2, Wages, of Part 2, Appendix 1 - Specified Wholesalers, of the award published 14 September 2001 (327 I.G. 819), and insert in lieu thereof the following:
 - (a) Adults - Any employee 21 years of age or over shall be paid not less than the minimum award wage rates of pay set out opposite the classification in which the employee is allocated by the employer:

Classification	Former Award Wage Rate (Per Week) 6 October 2003 \$	Minimum Award Wage Rate (Per Week) 6 October 2004 \$
Foreperson/Supervisor	550.90	569.90
Pastry Cook/Tradesperson - Employed Ornamenting	521.70	540.70
Pastry Cook/Tradesperson	519.40	538.40
Pastry Cook/Other	492.40	511.40
Head Packer	532.10	551.10

Stacker (Licensed)	499.70	518.70
Motor Van Driver	495.10	514.10
Checker / Loader	480.20	499.20
Packer Group 1	477.70	496.70
Packer Group 2	469.40	488.40
Assistant Group 1	479.80	498.80
Assistant Group 2	473.80	492.80
Assistant Group 3	469.00	488.00

2. Delete paragraph (c), Apprentices, of the said subclause (i), and insert in lieu thereof the following.

(c) Apprentices - The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

Classification	Minimum Award Wage Rate (Per Week) 6 October 2003	Minimum Award Wage Rate (Per Week) 6 October 2004
	\$	\$
1st Year	263.95	273.20
2nd Year	300.35	310.85
3rd Year	344.90	356.95
4th Year	419.25	433.90

3. Delete subclause (b) of clause 3, Arbitrated Safety Net Adjustments, of the said Part 2, and insert in lieu thereof the following:

(b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent overaward payments; and/or
- (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

4. Delete subclauses (h), (i), (j), (k), (l), (m) and (o) of clause 6, Allowances, of the said Part 2, and insert in lieu thereof the following:

(h) Leading Hands - An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employee's classification:

In Charge of	Per Week \$
10 employees or less	17.40
11 to 20 employees	31.90
20 employees or more	37.40

(i) Freezer/Cool Room - An employee who during the course of employment is mainly required to work in freezers, shall be paid:

- (1) between 0 degrees Celsius and 8 degrees Celsius (inclusive) - \$2.95 per day extra;
- (2) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$4.90 per day extra;
- (3) below minus 18 degrees Celsius - \$8.15 per day extra.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

- (j) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$10.97 per week extra.
 - (k) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$9.65 for meal money, unless 24 hours' notice has been given.
 - (l) Laundry - Uniforms where required by the employer shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$7.36 per week extra.
 - (m) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$6.57 per week extra. In addition, the employer shall provide a suitable cash bag.
 - (o) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$5.10 per week for the ensuing 12 months. Every apprentice who successfully completes the 2 1/2 year trade course shall be paid \$14.30 per week.
5. This variation shall take effect from the first pay period commencing on or after 6 October, 2004.

R. J. PATTERSON, Commissioner.

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(912)

SERIAL C3645

STOREMEN AND PACKERS, GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4852 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (b) of clause 10A, Arbitrated Safety Net Adjustments, of the award published 18 August 2000 (317 I.G.1097), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) 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 - Minimum Award Wage Rates

Classification	Former Award Rates (Per Week) 6 October 2003 \$	Minimum Award Wage Rates (Per Week) 6 October 2004 \$
Storeman & Packer Level 1	487.70	506.70
Storeman & Packer Level 2	502.70	521.70
Storeman & Packer Level 3	508.50	527.50
Storeman & Packer Level 4	527.30	546.30
Storeman & Packer Level 5	542.20	561.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	10(iii)	In charge of:	
2		1 to 5 employees	16.05 per week
3		6 to 10 employees	24.15 per week
4		11-15 employees	33.05 per week
5		Over 15 employees	41.50 per week
5	10(v)	Single employee	12.81 per week
6	10(vi)(a)	Operates fork lift	0.63 per hour
7	10(vi)(b)	Operates mobile crane	0.78 per hour
8		Not to exceed	0.78 per hour
9	10(vii)	In iron yards, etc., handling various materials	5.40 per week
10	10(viii)	Packing crockery, etc.	12.23 additional
11	10(ix)	Blending of honey	13.29 additional
12	10(x)	Reclaiming waste butter	13.29 additional
13	10(xi)	Carrying bagged stuff, etc	
14		exceeding 68.04 kg	0.40 per hour
15		exceeding 81.65 kg	0.46 per hour
15	18	Overtime - more than 1 hour	9.65 per meal
16		Notified and not called upon	9.65
17	19(i)	Dirty work	0.41 per hour extra
18	19(ii)	Hot places -	
19		between 46 and 54.4° Celsius	0.41 per hour extra
20		exceeds 54.4° Celsius	0.55 per hour extra
20	19(iii)	Wet places	0.41 per hour extra
21	20(i)(a)(b)	Obnoxious materials	0.76 per hour extra
22		Other obnoxious materials	0.64 per hour extra
22	21(iii)	Use of own vehicle	0.61 per km
23	22	First-aid	1.95 per day

3. This variation shall take effect from the first pay period commencing on or after 6 October 2004.

R. J. PATTERSON, Commissioner.

(1410)

SERIAL C3614

**STOREWORKERS - IGA DISTRIBUTION PTY LIMITED NSW
DISTRIBUTION CENTRES INTERIM AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by IGA Distribution Pty Ltd.

(No. IRC 3254 & 3908 of 2004)

Before The Honourable Justice Walton, Vice-President

28 February 2005

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Storeworkers - IGA Distribution Pty Limited NSW Distribution Centres Interim, Award 2004 made on 9 September 2004, be rescinded on and from 28 February 2005.

M. J. WALTON *J, Vice-President.*

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(1410)

SERIAL C3667

**STOREWORKERS - IGA DISTRIBUTION PTY LIMITED NSW
DISTRIBUTION CENTRES AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by IGA Distribution Pty Ltd.

(No. IRC 3254 & 3908 of 2004)

Before The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
Commissioner Patterson

9 September 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Storeworkers - IGA Distribution Pty Limited NSW Distribution Centres Award 2002 published 28 February 2003 (338 I.G. 542) as varied, be rescinded on and from 9 September 2004.

M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
R. J. PATTERSON, Commissioner.

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SERIAL C3680

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/154 - Smith's Snackfood Company New South Wales Route Sales Representatives' Enterprise Agreement 2004 , The**

Made Between: The Smith's Snack Food Company Ltd -&- the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales.

New/Variation: Replaces EA03/131.

Approval and Commencement Date: Approved 10 December 2004 and commenced 1 February 2004.

Description of Employees: Th agreement applies to all employees employed by The Smith's Snackfood Company Limited located at 799 Pacific Highway Chatswood NSW 2067 as Route Sales Representatives in the State of New South Wales, who fall within the coverage of the Van Sales Employees' (State) Award.

Nominal Term: 24 Months.

EA05/155 - Collex Pty Ltd Warringah Domestic Waste and Recycling Services EBA 2004

Made Between: Collex Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 13 April 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Collex Pty Ltd, operating in the Warringah Domestic Waste and Recycling contract, who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

Nominal Term: 36 Months.

EA05/156 - Sound Security Pty Ltd Enterprise Agreement 2005-2006

Made Between: Sound Security Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 21 April 2005 and commenced 1 March 2005.

Description of Employees: The agreement applies to all employees employed by Sound Security Pty Ltd, located at 116-118 Mcredie Road, Guildford NSW, who are engaged upon construction work within the County of Cumberland, who fall within the coverage of the Electrical Electronic and Communications Contracting Industry (State) Award.

Nominal Term: 12 Months.

EA05/157 - Norco Co-operative Limited Ice Cream Business Unit Enterprise Agreement 2004-2007

Made Between: Norco Co-op Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.

New/Variation: Replaces EA03/191.

Approval and Commencement Date: Approved 3 March 2005 and commenced 1 July 2004.

Description of Employees: The agreement applies to employees of Norco Co-operative Limited Ice Cream Business Unit, in the State of New South Wales employed as Lismore who fall within the coverage of the Norco Co-operative Consent Enterprise Award.

Nominal Term: 36 Months.

EA05/158 - 3M Australia - Distribution Centre Agreement 2004

Made Between: 3M Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/112.

Approval and Commencement Date: Approved and commenced 22 March 2005.

Description of Employees: The agreement applies to all employees employed by 3M Australia Pty Ltd, located at the St Marys site, and then to the new site at Greystanes, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 20 Months.

EA05/159 - Port Waratah Coal Services Limited Enterprise Agreement 2005

Made Between: Port Waratah Coal Services Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australian Workers' Union, New South Wales, Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 15 March 2005 and commenced 8 March 2005.

Description of Employees: The agreement applies to all employees employed by Port Waratah Coal Services Limited, employed at the company's operations at Carrington Coal Terminal, Kooragang Coal Terminal and associated wharf facilities at both locations, who fall within the coverage of the Port Waratah Coal Services Consent Enterprise (State) Award 2003.

Nominal Term: 29 Months.

EA05/160 - Boral Bricks Albury Manufacturing Site Enterprise Agreement 2005

Made Between: Boral Bricks Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch.

New/Variation: Replaces EA02/214.

Approval and Commencement Date: Approved 22 February 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all employees employed by Boral Bricks Pty Limited, located at Cathies Lane, Scoresby VIC 3179, working at the Company's Albury site who fall within the coverage of the Brick and Paver Industry (State) Award.

Nominal Term: 24 Months.

EA05/161 - Pelikan Quartet Pty Ltd Enterprise Agreement 2005

Made Between: Pelikan Quartet Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/47.

Approval and Commencement Date: Approved and commenced 11 January 2005.

Description of Employees: The agreement applies to all employees employed by Pelikan Quartet Pty Ltd located at 91, Ashford Avenue, Milperra, NSW 2214 who fall within the coverage of the Graphic Arts Award 2000 and the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/162 - TransGrid Employees Retirement Ill-Health Enterprise Agreement 2005

Made Between: TransGrid -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Labor Council of New South Wales, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 7 June 2005.

Description of Employees: The agreement applies to all employees employed by TransGrid (except Senior Executives), who fall within the coverage of the TransGrid Employees Award 2004.

Nominal Term: 36 Months.

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