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INDUSTRIAL GAZETTE

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**ZOOLOGICAL PARKS BOARD OF NEW SOUTH WALES
EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5699 of 2003)

Before Commissioner Macdonald

3 September 2004

REVIEWED AWARD

Arrangement

PART A

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PART A

1. Title

This award shall be known as the Zoological Parks Board of New South Wales Employees' (State) Award.

2. Definitions

- 2.1 Association shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 Employer shall mean the Zoological Parks Board of New South Wales, as defined under *Zoological Parks Board Act 1973*.
- 2.3 Casual Employee means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.4 Temporary Employee means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined from time to time under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management (General) Regulation 1996 and as provided in the New South Wales Government Personnel Handbook. It is the intention of the parties to this award that the conditions available for persons performing part-time work shall be equivalent to those available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary

employment such permanent employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods shall apply.

4. Classifications and Rates of Pay

The minimum rate of pay for each classification shall be as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.

Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.

Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.

Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate or equivalent experience and has limited supervisory experience.

Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.

Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.

Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.

Keeper Grade 1, Level 1 - No previous keeping experience with zoological institutions.

Keeper Grade 1, Level 2-4 - Keeper in Training, undertaking or completion of Zookeeper's course.

Keeper Grade 2 - Keeper has developed skills in animal management.

Keeper Grade 3 - Keeper able to work on in-house stud books, special and research projects of relevance to animal management.

Keeper Grade 4, Level 1 - has high level of skill in species management, able to work on regional stud books, species coordination and make development contributions in their area of specialisation; or has very high level animal management skills and able to undertake international stud bookkeeping.

Keeper Grade 4, Level 2 - has a minimum of 3 years' experience as Divisional Supervisor and usually a tertiary qualification or extensive management training or works with outside agencies and is a qualified technician.

5. Conditions of Progression

Conditions of progression for zookeepers and gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

6. Training Competency

- 6.1 The employer may direct an employee to carry out such duties as are within the limits of the officer's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 6.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

- 6.3 Any direction issued by the employer pursuant to subclauses 6.1 and 6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 6.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Training Competency Standards.

7. Hours of Work

- 7.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 7.2 Hours of work shall be either day shift or afternoon shift:
- (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 7.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

8. Overtime

- 8.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 8.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 8.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 7, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 8.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship.
- 8.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 8.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 8.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 8.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to recreation leave.

- 8.8 Any day or days added in accordance with subclause 8.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 8.9 Subject to Clause 8.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 8.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 8.11 For the purposes of clause 8.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

9. Allocated Days Off

- 9.1 Where possible, allocated days off shall be scheduled by mutual agreement between employees and the employer. Allocated days off may be accumulated up to a maximum of ten days. Accumulation of allocated days off (ADOS) in excess of ten days shall require the approval of the employer.
- (i) Except as provided by subclause 9.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the allocated day off.
 - (ii) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (iii) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's allocated day off is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- 9.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's allocated day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 9.3 Work on Allocated Day Off - Subject to subclause 9.1 any employee required to work on their allocated day off shall be paid in accordance with the provisions of clause 8, Overtime.

10. Saturday and Sunday Work During Ordinary Hours

- 10.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.

- 10.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.
- 10.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 7, Hours of Work, is not paid.

11. Allowances

- 11.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the Occupational Health and Safety Regulation 2001. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Salaries and Conditions) Award paid on a weekly basis and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 11.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid except to gate receptionists who shall be paid an amount as also set out in Item 4.
- 11.3 Disability Allowance - Zookeepers working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 11.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:-
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Zoological Parks Board of New South Wales work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the *Public Sector Employment and Management Act 2002* and shall be varied to maintain that equivalent relationship

All allowances with the exception of subclauses 11.3 and 11.4 shall be moved in accordance with State Wage Case decisions.

12. Leave Conditions and Entitlements

All employees shall be entitled to leave in accordance with the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and Management (General) Regulation, 1996 and the New South Wales Public Service Personnel Handbook.

13. Family and Community Service Leave, Personal Carer's Leave

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the officer; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

13.2 Family and Community Services Leave -

13.2.1 The Chief Executive Officer may grant family and community service leave to an officer:

- (a) for reasons related to the family responsibilities of the officer, or
- (b) for reasons related to the performance of community service by the officer, or
- (c) in a case of pressing necessity Family and Community Services Leave replaces Short leave

13.2.2 The maximum amount of family and community services leave on full pay that may be granted to an officer is:

- (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the officer, whichever is the greater period.

- 13.2.3 Family and Community Service Leave is available to part-time officers on a pro rata basis, based on the number of hours worked.
- 13.2.4 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13.1.
- 13.3 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in subclause 13.2.3 is exhausted, the sick leave provisions under subclause 13.4 may be used by an officer to care for a sick dependant.
- 13.4 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the officer being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 13.1
 - (b) An officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an officer with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 13.4 (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the officer to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the officer shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the officer. They must also give reasons for taking such leave and the estimated length of absence. If the officer is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the officer must not take leave under this subclause where another person has taken leave to care for the same person.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half

- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an A.D.O. given pursuant to the provisions of clauses 7, Hours of Work, and 9, Allocated Days Off.
- (i) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
 - (ii) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 7, is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.
- The supervisor will advise the employee(s) concerned or the time by which an answer will be provided.
- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Section.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

- 16.1 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.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 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.

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

- (a) any conduct or act which is specifically exempted from anti discrimination legislation;
- (b) offering or providing junior rates 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.

16.5 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.

17. Merit Selection

17.1 Merit selection is based on:

- (a) A competitive selection process;
- (b) A selection process which assesses all applicants equally against job related criteria;
- (c) Open access to job opportunities; and
- (d) An independent selection process in accordance with this clause.

17.2 Selection Panel

17.2.1 A selection panel shall include:

- (a) the immediate supervisor or line manager of the vacant position which is the subject of the selection and recruitment process ("vacant position");
- (b) a person having some expertise in or knowledge of the nature and requirements of the vacant position, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the ZPB; and
- (c) an independent person referred to in clauses 17.2.3 and 17.2.6 below ("independent").

17.2.2 Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level positions. In all cases there should be at least one female and one male person on the selection panel.

17.2.3 If, after taking the steps referred to in clause 17.2.4 below, to obtain a person who is not, and preferably has not been, employed by ZPB ("external independent") to be included on a selection panel, the ZPB determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant position.

17.2.4 For the purposes of clause 17.2.3 above the relevant steps are:

- (a) making requests of at least three public sector agencies that they make available to the ZPB an external independent; and

- (b) in the event that an external independent cannot be procured pursuant to a request made under of clause 17.2.4(a) or by way of any reciprocal arrangement referred to in clause 17.2.5 below, seeking the assistance of the NSW Premier's Department to identify public sector agencies which may have available external independents.
- 17.2.5 To facilitate obtaining external independents for selection panels, the ZPB will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies, ("reciprocal arrangements").
- 17.2.6 Where the ZPB has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
- (a) where possible, does not have any close professional or personal affiliation with any applicant for the vacant position, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (b) is not employed in the same division of the ZPB as that in which the vacant position is situated.
- 17.2.7 Nothing in this clause should be construed as requiring the ZPB to pay external independents for their participation on selection panels.
- 17.2.8 The ZPB aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- 17.2.9 The convener is responsible for ensuring that:
- (a) equity principles are applied during the recruitment process;
 - (b) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
 - (c) appropriate feedback is provided to the unsuccessful applicants.
- 17.2.10 All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18 Deduction of Union Membership Fees

- 18.1 The Association must provide the Employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the Employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the Employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the Employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.

- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted , if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 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.

19. Area, Incidence and Duration

- 19.1 This award applies to all classifications of employees employed by the Zoological Parks Board of New South Wales listed in Table 1 - Rates of Pay, Monetary Rates.
- 19.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Zoological Parks Board of New South Wales Employees' (State) Award published 1 December 2000 (320 I.G. 900) and all variations thereof.
- 19.3 The Zoological Parks Board of New South Wales Employees' (State) Award published on 1 December 2000 took effect from the beginning of the first pay period to commence on or after 16 December 1999 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- 19.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on 3 September 2004.
- 19.5 This award comes into force on and from 3 September 2004 and shall remain in force for a period of 12 months.

SCHEDULE B

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2003.

Table 1 - Rates of Pay

	Per Annum \$
Clerks - General Scale -	
1st year (up to 18 years)	23,126
2nd year (or 20 years)	27,971
3rd year (or 21 years)	30,146
4th year	30,969

5th year	32,279
6th year	32,865
7th year	33,680
8th year	34,925
9th year	36,190
10th year	37,528
At 19 years + (HSC)	26,205
Grade 1 -	
1st year	39,394
2nd year	40,759
Grade 2 -	
1st year	41,895
2nd year	43,044
Grade 3 -	
1st year	44,265
2nd year	45,598
Grade 4 -	
1st year	47,023
2nd year	48,468
Grade 5 -	
1st year	52,252
2nd year	53,901
Grade 6 -	
1st year	56,013
2nd year	57,656
Grade 7 -	
1st year	59,382
2nd year	61,158
Grade 8 -	
1st year	63,707
2nd year	65,731
Grade 9 -	
1st year	67,689
2nd year	69,593
Grade 10 -	
1st year	72,435
2nd year	74,593
Grade 11 -	
1st year	78,290
2nd year	81,610
Grade 12	
1st year	86,723
2nd year	90,543
Stenographers and Machine Operators -	
1st year (up to 17 yrs)	17,177
2nd year (or 17 yrs)	20,389
3rd year (or 18 yrs)	23,126
4th year (or 19 yrs)	26,205
5th year (or 20 yrs)	27,716
6th year (or 21 yrs)	30,709
7th year	31,555
8th year	32,598
9th year	35,209
10th year	35,827
11th year	36,840
12th year	37,528

Grade 1 - 1st year 2nd year	39,394 40,759
Grade 2 - 1st year 2nd year	41,895 43,044
Grade 3 - 1st year 2nd year	44,265 45,598
Clerical Assistants - 1st year (or under 17) 2nd year (or 17 yrs) 3rd year (or 18 yrs) 4th year (or 19 yrs) 5th year (or 20 yrs) 6th year (or 21 yrs) 7th year 8th year 9th year	16,098 18,083 21,757 24,711 26,205 29,072 30,146 30,969 31,555
Class I - 1st year 2nd year	32,865 33,680
Class 2 - 1st year 2nd year	34,925 35,827
Class 3 - 1st year 2nd year	36,537 37,528
Class 4 - 1st year 2nd year	38,248 38,913
Typists and Communications Assistants - 1st year (or under 17) 2nd year (or 17 yrs) 3rd year (or 18 yrs) 4th year (or 19 yrs) 5th year (or 20 yrs) 6th year (or 21 yrs) 7th year 8th year	17,177 19,172 21,757 24,711 27,716 30,146 30,709 31,555
Senior Typist - 1st year 2nd year	32,865 33,680
Garden Labourer - Grade 1 Grade 2 Grade 3	29,072 30,442 31,263
Horticultural Labourer - Grade 1 Grade 2 Grade 3	32,865 34,316 35,827
Horticulturalist Level 1 - Grade 1 Grade 2	38,248 39,292
Horticulturalist Level 2 - Grade 1 Grade 2	40,344 41,153

Horticultural Technician - Grade 1	43,044
Grade 2	43,833
Senior Horticultural Technician - Grade 1	46,570
Grade 2	48,468
Keeper Grade 1 - Level 1	34,590
Level 2	34,925
Level 3	35,538
Level 4	36,190
Keeper Grade 2 - Level 1	36,840
Level 2	37,949
Keeper Grade 3 - Level 1	38,627
Level 2	43,044
Keeper Grade 4 (Specialist) - Level 1	47,417
Level 2	52,252
Publicity and Assistant Publicity Officer - Public Relations Officer - Grade 1 - 1st year	58,796
2nd year	59,979
3rd year	61,158
Grade 2- 1st year	68,968
2nd year	70,302
3rd year	71,723
Publicity Officer - 1st year	49,384
2nd year	50,799
3rd year	51,731
Assistant Publicity Officer - 1st year	44,727
2nd year	46,029
Gate Receptionists	36,840
Graphic Artists - Grade 1 - 1st year	33,680
2nd year	34,590
3rd year	35,538
4th year	36,537
5th year	37,360
6th year	38,627
7th year and thereafter	39,394
Grade 2 - 1st year	40,759
2nd year	41,474
3rd year and thereafter	42,254
Grade 3 - 1st year	44,265
2nd year and thereafter	45,598

Designers (Exhibitions and Publications) -	
1st year	36,537
2nd year	37,221
3rd year	38,248
4th year	39,394
5th year	40,759
6th year	41,474
7th year	42,254
8th year	43,449
9th year	45,142
10th year	47,023
11th year	48,468
12th year and thereafter	50,370

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount (\$)
1	8.4	Overtime Meal Allowance:	
		Dinner	\$20.55
		Supper	\$8.10
2	11.1	First Aid Allowance	
		Holder or basic qualifications:	11.27
		Holder of current occupational first aid certificate:	16.98
3	11.1	Casual First-aid allowance	10.93 per shift
4	11.2	Uniforms -	
		Laundry Allowance	4.57 per week
		Gate Receptionists	8.23 per week
5	11.3	Disability Allowance at Western Plains Zoo	15.20 per week
6	11.4	Meal Allowance:	
		Breakfast	18.40
		Lunch	35.40
		Dinner	20.55

SCHEDULE A**AWARDS AND VARIATIONS INCORPORATED**

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol.	Page
Zoological Parks Board of New South Wales Employees' (State) Award		Not Yet Published	First pay period on or after 3 September 2004		
Zoological Parks Board of New South Wales Employees' (State) Award		Not Yet Published	First pay period on or after 29 July 2004		

SCHEDULE B**Changes Made on Review****Date of Effect 3 September 2004**

(1) Provisions Modified:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Zoological Parks Board of New South Wales Employees' (State) Award	Clause 1 Arrangement	320	900
	Clause 3.4 of cl 3 Contract of Employment	320	901
	Clause 8.4, Overtime Meal Allowance	320	903
	Clause 8.9 to 8.11	New Provision	
	Clause 11 First Aid Allowance	320	904
	Clause 12, Leave, Conditions and Entitlement	320	905
	Clause 16, Anti-Discrimination	320	907-908
	Clause 16A, Merit Selection	Not Yet Published	
	Clause 18, Deduction of Union Membership Fee	Not Yet Published	
	Clause 19 , Area, Incidence and Duration	320	908
	Part B, Monetary Rates Table 1 - Rates of Pay Table 2 - Other Rates and Allowances	320	908 - 915

(2) Provisions Removed:

Award	Clause	Previous Form of Clause Last Published at	
		I.G. Vol.:	Page
Zoological Parks Board of New South Wales Employees' (State) Award	Clause 11.4, Meal Allowance	320	905

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

(1625)

SERIAL C3240

CROWN EMPLOYEES HISTORIC HOUSES TRUST (GARDENS - HORTICULTURE AND TRADES STAFF) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1834 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Classification Standards
5.	Progression
6.	Appeals Mechanism
7.	Grievance and Dispute Handling Procedures
8.	Anti Discrimination
9.	Deduction of Union Membership Fees
10.	Consultative Committee
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award.2004.

2. Definitions

Administrative Unit - means the group of staff, comprising wholly or in part or attached to a body, organisation or group specified in column 1 of schedule 1 of the *Public Sector Employment and Management Act,2004*. The Unit covered in this Award is the Historic Houses Trust of New South Wales.

Association - means the Public Service Association and Professional Officers Association Amalgamated Unions of New South Wales.

Broad Banded position - means a position whose grading, skills and range of duties extends beyond those defined for a single level and will occur in levels 2 to 11 as determined by the Director.

Director - means the Director of the Historic House Trust of NSW.

Officer - means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this Award were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

Skills - means the appropriate qualifications, relevant experience/demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

Coverage - All staff covered by the Award shall be employed under the *Public Sector Employment and Management Act, 2002*.

3. Salaries

Subject to the provisions of the *Public Sector Employment and Management Act, 2002*, and the Public Sector Management (General) Regulation 1996, officers shall be paid not less than the rates of salaries as prescribed in Part B, Monetary Rates from the first pay period to commence on or after the date indicated.

4. Classification Standards

4.1 For the purpose of this clause:

Staff: - means and includes officers; special job creation and training personnel;

Supervision - means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

4.2 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation system implemented in the Administrative Unit.

4.3 The following classification levels will apply in each Administrative Unit:

Level 1

Positions established at this level are to be used to accommodate staff employed for limited periods of time on special training programs. The occupation of a position established at Level 1 of this Award will:

- (a) Work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) Have as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks, (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on the job training will be required; and
 - (ii) communicate with supervisors and peers.
- (c) Be prepared to undertake appropriate introductory and non-technical training.

Level 2

The occupant of a position established at level 2 of this Award will:

- (a) Work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) Have completed the TAFE Horticulture Skills 1 technical and the introductory non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning, so that they have the basic communications skills and other relevant experience required to:
 - (i) Perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools): and
 - (ii) Communicate with supervisors and other staff; and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 3

The occupant of a position established at Level 3 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) Have completed the TAFE Horticulture Skills 2 technical training modules and Fundamental non-technical training modules or equivalent, or be able to demonstrate equivalent prior learning and possess, if required, a current class 1A drivers licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) Perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as a chainsaw, soil-mixing and pasteurising equipment, tractors, vehicles up to 2 tonne, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) Communicate with supervisors and other staff: and/or
 - (iii) Communicate non-technical and non-interpretive information to the public.

Level 4

The occupant of a position established at level 4 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or maintain equipment and ensure the safety of the parks/grounds/gardens, and
- (b) Have completed the TAFE Horticultural Skills 3 technical and fundamental non- technical modules or equivalent, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and relevant experience required to:
 - (i) Perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation) and/or
 - (ii) Operate complex equipment requiring special licences or certificates (such as trucks over 2 tonnes, front end loaders) and/or

- (iii) Perform routine monitoring of conditions of entry to properties, such as locking and unlocking of buildings, general property/estate patrol; and
- (iv) Communicate with supervisors and other staff and to pass on instructions to apprentices and/or to communicate non-technical and/or minimal property specific interpretive information to the public.

Level 5

The occupant of a position established at level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Transitional non-technical training modules, or be able to demonstrate experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience require to:
 - (i) Perform trade level horticultural and carpentry duties; and/or
 - (ii) Implement conditions of entry to Property/grounds; and/or
 - (iii) Perform visitor service duties; and/or
 - (iv) Manage a store of a park or garden; and/or
 - (v) Supervise apprentices and volunteers; and
 - (vi) Communicate with supervisors and other staff; and/or
 - (vii) Assist in conducting a guided tour; and/or
 - (viii) Communicate semi-technical information and general property specific information to the public.

Level 6

The occupant of a position established at Level 6 of this Award will;

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the transitional non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) Perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) Implement conditions of entry and liaise with relevant outside bodies where the safety of people or property is at risk; and/or
 - (iii) Supervise apprentices, volunteers and/or other staff; and
 - (iv) Communicate with supervisors and other staff; and/or

- (v) Conduct a guided tour; and/or
- (vi) Communicate semi-technical information and specific property interpretation to the public.

Level 7

The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non-technical training modules or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a small specialist plant collection or work area as an individual or as a team leader of a small team of staff (normally less than 6 staff) supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of limited complexity; and
 - (iv) Document and communicate technical data and information to other staff and/or public; and/or
 - (v) Participate in the development of tours or talks in conjunction with other relevant staff.
 - (vi) Present tours or talks to the public and/or specialist groups.

Level 8

The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the Intermediate non- technical training modules or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a large park or grounds of an estate, so that they have the skills and relevant supervisory experience required to:
 - (i) Manage a specialist garden or work area as an individual or as the leader of a team of staff (normally more than 5 staff), supervising and training staff; and
 - (ii) Be accountable for completion of work to agreed standards; and/or
 - (iii) Solve technical problems of some complexity; and
 - (iv) Develop and present tours or talks as a representative of the organisation; and
 - (v) Document and communicate technical data and information to staff and/or the public.

Level 9

The occupant of a position established at Level 9 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage a small number of work teams (normally up to four); and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised trades qualification or equivalent and have completed Advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public and fellow staff; and
 - (v) Develop and present specialist tours, talks or programs for the public and/or for outside groups/organisations.

Level 10

The occupant of a position established at Level 10 of this Award will:

- (a) Work independently on assigned specialist work programs or projects or manage several (normally five or more) work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical, organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) Manage works programs or projects; and
 - (ii) Supervise staff; and
 - (iii) Be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) Provide advice on technical matters and/or communicate technical information to the public, fellow staff members and outside specialist bodies.

Level 11

The occupant of a position established at Level 11 of this Award will:

- (a) Work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) Exercise independent judgement in areas of management and/or technical expertise; and
- (c) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed Advanced non- technical training modules, or be able to demonstrate equivalent prior learning, so that they have a high level of technical and organisational knowledge, management skills and relevant experience required to:
 - (i) manage works projects or programs; developing and co-ordinating work programs and schedules; and
 - (ii) supervise staff; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public, peers, other staff members and outside specialist bodies.

5. Progression

- 5.1 Appointment to a vacant position, other than progression through broad-banded positions, shall be by merit selection.
- 5.2 Progression through levels where there are broad-banded positions established within levels 2 to 11, shall be subject to satisfactory conduct and performance and the officer acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 5.3 The assessment of the suitability of an officer to progress to the next level within an established broad banded position shall normally be undertaken one month prior to the anniversary of the officer's appointment to the year 2 salary rate of their current level or by application by the officer or at any other time at the discretion of the Director. The initial assessment shall be made by the officer's supervisor and forwarded to the Director or another member of the Executive for approval.
- 5.4 Progression from year 1 to year 2 within a level shall be by way of an annual increment and be subject to satisfactory conduct and performance, as certified by the officer's supervisor and being approved by the Director or member of the Executive. The assessment of the officer's suitability of incremental progression shall normally be undertaken one month prior to the anniversary of their appointment to their current level. The officer must be promptly notified in writing of any decision to defer payment of an increment.
- 5.5 An officer shall have the right of internal appeal to the Director on progression matters through the established grievance procedures (refer Clause 6 - Appeals Mechanism).
- 5.6 Nothing in this clause shall preclude an officer from exercising their right of an external appeal to the Government & Related Employees Appeals Tribunal.

6. Appeals Mechanism

- 6.1 An officer of the Historic Houses Trust shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 6.2 Officers shall submit a written submission outlining their case to the Director within twenty-eight (28) days of the decision being appealed.

- 6.3 The Director shall constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.
- 6.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Director.
- 6.5 The decision of the Director shall be forwarded to the officer concerned within seven (7) days of the appeal being heard.
- 6.6 The appeals mechanism shall not cover matters that are dealt with either by the New South Wales Industrial Relations Commission or the Government and Related Employees Appeals Tribunal.

7. Grievance and Dispute Handling Procedures

7.1 The Aim of This Procedure is to Ensure that, During the Life of This Award, Industrial Grievances Or Disputes Are Prevented, Or Resolved as Quickly as Possible, at the Level at which They Occur in the Workplace. for the Purpose of This Procedure, Industrial Grievances Are Distinguished from a Grievance Dealt With under Public Service Grievance Handling Procedure, Eg, Complaints Or Discrimination.

7.2

- (a) In the first instance, the officer(s) will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and state the remedy sought.
- (b) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (c) The immediate supervisor, or other appropriate officer shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- (d) If the matter remains unresolved, the matter shall be further discussed by the officer(s) and, at their request, the appropriate union delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of step (b).
- (e) If the matter remains unresolved and the officer(s) is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- (f) A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps (a) to (d) above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act, 1996*.
- (g) Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall

be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

8. Anti-Discrimination

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

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

9. Deduction of Union Membership Fees

- (a) The Association shall provide the Trust with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (b) The Association shall advise the Trust of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Trust at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Trust shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Trust to make such deductions.

- (d) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the Association and the Association, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue."

10. Consultative Committee

- 9.1 The Historic Houses Trust's Staff and Management Participation and Advisory Committee (SAMPAC) shall be used to monitor the implementation of this Award.
- 9.2 SAMPAC consists of, amongst other staff and management representatives, a representative of senior management and the Trust's Public Service Association of New South Wales delegate.

11. Area, Incidence and Duration

- 10.1 This Award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award made on 20 June 2001, published 9 August 2002 (335 I.G. 741).
- 10.2 The changes made to the Award to give effect to s19 of the *Industrial Relations Act* and the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales take effect on and from 22 June 2004.
- 10.3 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1/7/03

The rates of pay for officers covered by this Award shall move in line with any prospective increases provided in the Crown Employee (Public Sector - Salaries January, 2002) Award after the date of the making of this Award.

Horticultural/Trades Officer	\$ per annum
Level One	29,072
Level Two Year 1	32,279
Level Two Year thereafter	33,132
Level Three Year 1	34,316
Level Three Year thereafter	35,538
Level Four Year 1	36,840
Level Four Year thereafter	37,949
Level Five Year 1	39,292
Level Five Year thereafter	40,344
Level Six Year 1	41,474
Level Six Year thereafter	42,623

Level Seven Year 1	43,833
Level Seven Year thereafter	45,142

Level Eight Year 1	46,570
Level Eight Year thereafter	48,468
Level Nine Year 1	50,370
Level Nine Year thereafter	52,252
Level Ten Year 1	53,901
Level Ten Year thereafter	55,415
Level Eleven Year 1	59,979
Level Eleven Year thereafter	63,707

Apprentice Gardeners shall be paid a percentage of the rate of pay applicable to Level Five, year 1:

Year One	=	45%
Year Two	=	60%
Year Three	=	75%
Year Four	=	85%

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(1592)

SERIAL 3006**BLUESCOPE STEEL LIMITED - SPRINGHILL AND CRM
EMPLOYEES AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by BlueScope Steel (AIS) Pty Ltd and another of a dispute with The Australian Workers' Union, New South Wales and others re negotiations for a new enterprise agreement.

(No. IRC 400 & 2167 of 2004)

The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Mr Deputy President Grayson
Commissioner O'Neill

4 August 2004

AWARD**PART A - GENERAL CONDITIONS****DIVISION 1 - APPLICATION AND OPERATION OF AWARD****1. Award Title**

This award is entitled BlueScope Steel Limited- Springhill and CRM Employees Award 2004.

2. Arrangement

Clause No.	Subject Matter
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4. Definitions
5. No Extra Claims

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3. Area, Incidence and Duration

- 3.1 Awards Rescinded and Replaced - This award rescinds and replaces the BHP Steel (JLA) Pty Ltd - Springhill and CRM Works Employees Award 2001 published 8 March 2002 (331 IG 1257), and the BlueScope Steel Port Kembla Operations Interim Award 2004 published 11 June 2004 (344 IG 826).
- 3.2 Application - This award applies to all employees (including apprentices within clause 40, Apprentices) of BlueScope Steel Limited at Port Kembla employed in classifications contained in this Award.
- 3.3 Parties to this Award - The parties to this award are:
 - 3.3.1 BlueScope Steel Limited at Port Kembla;
 - 3.3.2 The Australian Workers' Union, New South Wales;
 - 3.3.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
 - 3.3.4 Electrical Trades Union of Australia, New South Wales Branch.
- 3.4 Effective Date - This award takes effect on and from the first pay period beginning on or after 18 March 2004 and remains in force for a period of 3 years (the nominal term).

4. Definitions

In this award the following definitions apply:

- 4.1 "Day Workers" are employees excluding Shift Workers, but including employees on night work within clause 19, Night Work for Day Workers and Day Shift Workers, of this award.
- 4.2 "Shift Workers" are employees working on a two or three shift system, or a one shift system whose ordinary hours include weekend shifts. For Shift Workers, each day, including Sunday and Public Holidays is considered as being the day on which the majority of the shift falls.

4.3 "Monday to Saturday Shift Workers" means Shift Workers whose ordinary working hours are between Monday to Saturday.

4.4 "Annual Leave Rate of Pay" means:

4.4.1 In the case of:

- (a) annual leave under clause 26, Annual Leave, of this award and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award taken by an employee immediately before or after leave under the *Annual Holidays Act 1944* (NSW); or
- (b) payment in respect of annual leave or days added to the period of annual leave being made to employees under clauses 26 and 27 of this award upon the termination of the employment of an employee at the same time as payment is being made under the *Annual Holidays Act 1944* (NSW), in respect of such termination, the ordinary pay of the employee is calculated in accordance with the *Annual Holidays Act 1944* (NSW), for the leave taken or payments made under that Act.

4.4.2 In the case of annual leave under clause 26 of this award and days added to the period of annual leave under clause 27 of this award being taken otherwise than immediately before or after leave under the *Annual Holidays Act 1944* (NSW), the ordinary pay of the employee is calculated in accordance with the *Annual Holidays Act 1944* (NSW), as if such leave had been taken under the Act.

4.5 "Company" means BlueScope Steel Limited.

5. No Extra Claims

5.1 General - It is a term of this award that the unions (with whom this award is made) undertake, for the period until 18 March 2007 not to raise any further claims, award or overaward, including claims arising from national or state wage cases. There will be agreed scope to arbitrate, if necessary, unresolved issues about classification restructuring or work value claims.

5.2 Leave Reserved - Leave is reserved to apply in respect of:

- (a) hours of work;
- (b) the addition of annualised salary agreements to Division 2 - Work Redesign Agreements, of Part B - Agreements; and
- (c) Trade Union Training Leave

DIVISION 2 - RATES OF PAY AND RELATED MATTERS

6. Rates of Pay

6.1 Rates of Pay - The minimum rates of pay for any classification, subject to the other provisions of this award, are set out in Table 1 - Restructured Ironworker Rates of Pay, Table 2 - Graded Trades Rates of Pay, Table 3 - Apprentices and Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, and Part D - Appendix - Unrestructured Classifications of this award. These rates are inclusive of the adult basic wage of \$121.40.

6.2 Restructured Rates of Pay - The classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award are new classifications which have been established as a result of restructuring processes carried out in the departments and sections of Springhill and CRM at Port Kembla in which the new classifications appear.

- 6.3 Mixed Functions - Clause C, Mixed Functions, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award.
- 6.4 Leading Hands - Clause B, Leading Hands, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in classifications appearing in Part C - Monetary Rates - Restructured Classifications of this award.
- 6.5 Retention of Rate - Clause 11, Retention of Rate, of this award has no application to the classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications of this award.
- 6.6 Ordinary Rate - In addition to the award rate of pay prescribed for the purpose of subclause 6.1, an employee will be paid the applicable over award or bonus for the employee's classification to make up the employee's ordinary or weekly rate of pay.
- 6.7 The base rates of pay and allowances provided for in Parts C and D of this award will be increased by:
- 4.5% effective from the first full pay period on or after 18 March 2005; and
- a further 4.5% effective from the first full pay period on or after 18 March 2006,
- with the exception of the overtime meal allowance.

7. Superannuation

7.1 Superannuation Legislation

The subject of superannuation is dealt with exhaustively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Subject to this legislation, superannuation is also dealt with by the trust deed and rules of the BlueScope Steel Superannuation Fund and the Superannuation Trust of Australia and relevant agreements made from time to time between the Company and the unions party to this award, including the BHP Steel - Superannuation Review dated 25 October 1995.

7.2 Salary Sacrifice

- 7.2.1 Despite any other provisions of this award, for the purpose of calculating ordinary time earnings, the rate of pay per week prescribed for the purpose of clause 6, Rates of Pay, of this award is reduced by the amount which an employee elects by notice in writing to the Company to sacrifice in order to enable the Company to make a superannuation contribution for the benefit of the employee.
- 7.2.2 Election Form - For an employee's election to be valid the employee must complete an election form provided by the Company.
- 7.2.3 Leave - The reduced rate of pay and the superannuation contributions provided for in this subclause apply for periods of annual leave, long service leave, and other periods of paid leave.
- 7.2.4 Calculation of other payments - All other award payments, including termination payments, calculated by reference to the employee's rate of pay will be calculated by reference to the rate of pay per week prescribed for the employee for the purpose of clause 6, Rates of Pay, of this award.

- 7.2.5 Revoking Election - Unless otherwise agreed by the Company, an employee may only revoke or vary his or her election once in each twelve months. Not less than one month's written notice will be given by an employee of revocation or variation of the employee's election.
- 7.2.6 Termination of Scheme - If at any time while an employee's election is in force, there are changes in taxation or superannuation laws, practice or rulings, that materially alter the benefit to the employee or the cost to the Company of acting in accordance with the election, either the employee or the Company may, upon one month's notice in writing to the other, terminate the election.
- 7.2.7 Superannuation Guarantee - The Company will not use any superannuation contribution made in accordance with an employee's election to meet its minimum employer obligation under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* or any legislation which succeeds or replaces it.

8. Special Rates (All Purpose)

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

- 8.1 Electrical Trades Licences - An additional amount as set out in Item 1 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to an employee employed and working as an electrical tradesperson possessing a Qualified Supervisor's Certificate (Electrician) or a Certificate of Registration (Electrician) issued by the appropriate authority.
- 8.2 Scaffolder's Licence - An additional amount as set out in Item 2 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, will be paid per 38-hour week to a rigger and/or roper and/or splicer who holds a Certificate of Competency as a rigger under the Occupational Health and Safety Regulation 2001 (NSW) and who possesses and uses a Certificate of Competency as a scaffolder under the Act. These allowances are not cumulative.
- 8.3 All Purposes - The allowances arising from this clause are paid for all purposes of the award, except where otherwise prescribed.

9. Disability Rates

In addition to the rates of pay prescribed for the purposes of clause 6, Rates of Pay, the following special rates will apply:

9.1 General

- 9.1.1 Hot Places - Electrical and mechanical tradespersons and maintenance non-trades employees working for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius will be paid an allowance per hour extra as set out in Item 3 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications. This is subject to the following:
- (a) in places where the temperature exceeds 54 degrees Celsius employees will be paid per hour extra as set out in Item 3;
 - (b) where work continues for more than two hours in a temperature exceeding 54 degrees Celsius employees will also be entitled to twenty minutes rest after every two hours' work without deduction of pay;
 - (c) the temperature will be decided by the supervisor of the work after consultation with the employees who claim the extra rate.

9.1.2 Wet Work - Employees working in any place where his or her clothing or boots become saturated, whether by water, oil or otherwise, will be paid an amount per hour extra as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.1.3 Dirty Work - Electrical and mechanical tradespersons and maintenance non-trades employees engaged in work which a supervisor and employee agree is of an unusually dirty or offensive nature will be paid per hour extra as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

In the case of disagreement between the supervisor and employee, the dispute settling procedure prescribed in clause 36 of this award, will be followed.

9.1.4 Restrictive Spaces - Electrical and mechanical tradespersons and maintenance non-trade employees working in restrictive spaces (as defined) will be paid per hour extra as set out in Item 6 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

(a) For the purpose of this clause, "restrictive space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or cramped position or without proper ventilation. This includes:

(i) in the case of a locomotive - inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks and smoke boxes;

(ii) in the other cases - inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

9.1.5 High Places - Electrical tradespersons working in any building or structure in a bosun's chair or swinging scaffold, or engaged in the construction, erection, repair and/or maintenance of ships, steel frame buildings, bridges, gasometers or other structures at a height of 15 metres or more directly above the nearest horizontal plain will be paid an amount per hour extra as set out in Item 7 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications.

9.1.6 Explosive-Powered Tools - Electrical and mechanical tradespersons and maintenance non-trade employees required to use explosive-powered tools will be paid per hour extra the amount as set out in Item 8 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications, with a minimum payment as set out in this award (subject to the minimum payments set out in Item 8).

9.1.7 Toxic Substances

(a) Electrical tradespersons required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards, which must be observed in the use of such materials;

(b) Electrical tradespersons using such materials will be provided with and will use all safeguards as are required by the appropriate Government authority;

(c) Electrical tradespersons using toxic substances or materials of a like nature, where such substances or materials are used in quantities of 0.5 kg or over, will be paid an amount per hour extra as set out in Item 9 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;

(d) Electrical tradespersons working in close proximity to employees so as to be affected by the use of such substances or materials will be paid an amount per hour extra as set out in

Item 10 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications;

- (e) For the purpose of this subclause, toxic substances include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system are deemed to be materials of a like nature.
- 9.2 Rates Not Subject to Penalty Additions - The disability rates prescribed in this clause will be paid irrespective of the times at which the work is performed and are not to be subject to any premium or penalty additions.
- 9.3 Special Rates Not Cumulative - Where an employee is entitled to more than one of the extra rates for disabilities which exist on the same job, the employer is bound to pay only the highest rate. This subclause does not apply to subclauses, 9.1.1 Hot Places, 9.1.3, Dirty Work, or 9.1.4 Restrictive Spaces, the rates for which are cumulative.
- 9.4 Tools
- 9.4.1 The rates of pay for tradesperson classifications and apprentices appearing in Table 2 - Graded Trades Rates of Pay and Table 3 - Apprentices of Part C - Monetary Rates - Restructured Classifications are inclusive of tool allowances for such tradespersons. Clause D, Tool Allowance, appearing in Part D - Appendix - Unrestructured Classifications of this award has no application in relation to employees employed in tradesperson classifications appearing in Table 2 - Graded Trades Rates of Pay of Part C - Monetary Rates - Restructured Classifications;
- 9.4.2 The Company will provide for the use of tradespersons all necessary power tools, special purpose tools, precision measuring instruments and, for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
- 9.4.3 Where it was the practice as at 5 November 1979 for the Company to provide all tools ordinarily required by tradespersons in the performance of their work, the Company may continue that practice and, in that event, the allowance prescribed in Clause D, Tool Allowance, of Part D - Appendix - Unrestructured Classifications does not apply to such tradespersons.
- 9.4.4 Tradespeople will replace or pay for any tools supplied by the Company if lost through their negligence.

10. Maximum Payment

- 10.1 Shift allowances and special rates are not subject to any premium or penalty additions.
- 10.2 All rates prescribed by this award must not exceed double the rate prescribed by clause 6, Rates of Pay, or clause 8, Special Rates (All Purpose), of this award, or the corresponding clauses of a federal award. This subclause does not apply to any excess due to payments arising from clause 9, Disability Rates, clause 15, Shift Work Allowances for Shift Workers, or clause 18, Sunday and Public Holiday Rates (in respect of work done on Public Holidays) of this award or the corresponding clause of a federal award.

11. Retention of Rate

- 11.1 Retention of Total Rate - Appointments on or after 29 May 2001
- 11.1.1 Organisational Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, is subject to the following arrangements:

- (a) Two or more years service - An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first and second years after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the third year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years.
 - (b) Less than two years service - An employee with less than two years' continuous service with the Company, will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (ii) No further adjustments are applicable in subsequent years.
 - (c) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) or (b) above, the employee will subsequently receive the total rate of pay of the new classification.
- 11.1.2 Market Change - An employee who is appointed on or after 29 May 2001 to a classification which receives a lower total rate of pay than the classification held immediately prior to the appointment, due to the market changes affecting the Company's operations is subject to the following arrangements:
- (a) An employee with two or more years' continuous service with the Company will retain the total rate of pay applicable to the previous classification. The following adjustments apply:
 - (i) In the first year after the date of appointment, all changes in the total rate of pay applicable to the previous classification.
 - (ii) In the second year after the date of appointment, half of any changes in the total rate of pay applicable to the previous classification.
 - (iii) No further adjustments are applicable in subsequent years.
 - (b) When the total rate of pay of the employee's new classification exceeds the total rate of pay of the previous classification as adjusted under (a) above, the employee will subsequently receive the total rate of pay of the new classification.
- 11.1.3 Definition of Total Rate of Pay - The "total rate of pay" is calculated by adding the award rate of pay applicable under this award, and the appropriate overaward or bonus payment. The total rate of pay excludes all allowances and penalty rates.
- An exception to this is the leading hand allowance. Inclusion of the leading hand allowance into the total rate of pay only applies if an employee has been receiving the allowance for greater than 6 months, but ceases to be entitled to that allowance for reasons outlined in 11.1.1 and 11.1.2 above.

11.2 Retention of Rate - Appointments Prior to 29 May 2001

11.2.1 Where, as a result of the rationalisation of the Company's operations, the introduction of technological change, or changes in work practices, an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"):

- (a) If the employee has two or more years' continuous service with the Company, he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
- (i) in the first and second years after the date of an employee's appointment, all changes in the award rate of pay or bonus applicable to the previous classification;
 - (ii) in the third year after the date of appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification;
 - (iii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

- (b) If the employee has less than two years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:
- (i) in the first year after the date of appointment half of all changes in the award rate of pay or bonus applicable to the previous classification;
 - (ii) thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

11.2.2 Where, as a result of a market change affecting the Company's operations an employee is appointed prior to 29 May 2001 to a classification or classifications which receive lower earnings from the award rate of pay or bonus (or both) than did his or her classification immediately prior to the appointment or the first appointment ("the previous classification"), if the employee has two or more years' continuous service with the Company he or she shall retain the award rate of pay or bonus (or both) applicable to the previous classification subject to the following adjustments:

- (a) In the first year after the date of his or her appointment, all changes in the award rate of pay or bonus applicable to the previous classification.
- (b) In the second year after the date of his or her appointment, half of any changes in the award rate of pay or bonus applicable to the previous classification.
- (c) Thereafter, no further adjustments.

Provided that when the award rate of pay or bonus of the employee's new classification exceeds the award rate of pay or bonus he or she then receives, he or she shall thereafter

receive payment of the award rate of pay or bonus (or both), as the case may be, according to his or her new classification.

- 11.2.3 Where an employee, as a result of the circumstances specified in paragraphs 11.2.1 and 11.2.2 hereof, ceases to be entitled to a leading hand allowance, he or she shall (provided he or she had been receiving such leading hand allowance throughout the six months immediately preceding such cessation of his or her entitlement thereto), retain the leading hand allowance to which he or she was entitled immediately preceding such cessation of his or her entitlement subject to the same qualifications and adjustments as are specified in paragraphs 11.2.1 or 11.2.2 hereof in relation to the award rate of pay and bonus in the circumstances which result in the employee ceasing to be entitled to such leading hand allowance.

11.3 Agreement to Buy-out

There is scope for the Company and an employee and his or her union to agree to a one-off payment to buy-out entitlements under subclauses 11.1 or 11.2.

11.4 Definition of Award Rate of Pay

In this clause 11 "award rate of pay" means the applicable:

rate of pay per 38-hour week set out in Table 1 - Restructured Ironworker Rates of Pay or Table 2 - Graded Trades Rates of Pay (excluding tool allowance) of Part C - Monetary Rates - Restructured Classifications, of this award; or

base rate or base salary set out in Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, of this award; or

rate of pay per 38-hour week set out in Part D - Appendix - Unrestructured Classifications, of this award.

The award rate of pay excludes all allowances and penalty rates.

12. Time and Payment of Wages

- 12.1 All wages will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.
- 12.2 Each pay period will commence at 7.20 am on Sunday.
- 12.3 Any variation of this award expressed to operate from the beginning of a pay period will operate as if each fortnightly pay period comprises two separate weekly pay periods.

DIVISION 3 - HOURS OF WORK

13. Hours of Duty

- 13.1 Full-time Employees - Ordinary working hours will be an average of 38 hours per week over the full cycle of the relevant work roster. Ordinary working hours will not exceed:
- 13.1.1 Eight hours during any consecutive 24 hours, or up to twelve hours during any consecutive 24 hours where there is agreement between the Company and the majority of employees concerned in the relevant work area; or
- 13.1.2 152 hours in 28 consecutive days;

except in the case of rostering arrangements which provide for the weekly average of 38 ordinary hours to be achieved over a period which exceeds 28 consecutive days.

13.2 Day Workers

13.2.1 Ordinary working hours will be worked Monday to Friday, inclusive, between the hours of 6.30 am and 6.30 pm each day.

13.2.2 On each day worked, Monday to Friday, inclusive, not less than 30 minutes nor more than 45 minutes will be allowed to Day Workers for a meal and, except in the case of urgent breakdown work necessary to secure an immediate resumption of operations, will be allowed between the hours of 11.30 am and 1.20 pm.

13.3 Shift Workers

13.3.1 Twenty minutes will be allowed to Shift Workers each shift for crib, which will be counted as time worked.

13.3.2 In the case of 12-hour shift systems, two 20-minute crib breaks will be taken approximately four hours apart. Each crib break will be taken in accordance with the needs of the operation and will be counted as time worked.

14. Employees Presenting Themselves for Work and Not Required

Subject to the provisions of clause 32, Contract of Employment, of this award, an employee who presents himself for ordinary work without notice that he or she will not be required will be paid at least four hours' pay.

DIVISION 4 - SHIFT WORK AND OVERTIME

15. Shift Work Allowances for Shift Workers

15.1 Shift Allowances - Subject to the provisions contained in this award which provide otherwise, Shift Workers will be paid, in addition to the rates payable under this award, the following shift work allowances:

15.1.1 Shift Workers whilst working rotating shifts (day shift, night shift, afternoon shift), with regular weekly changes - at the applicable rate per 38-hour week as set out in Item 11 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award in respect of all shifts worked.

Exceptions to this are that:

- (a) each such rotating Shift Worker, when engaged under a roster system which does not provide for at least one-third of his or her working time in the full cycle of the roster being on day shift, will be paid an additional shift allowance at the rate per 38-hour week as set out in Item 12 of Table 5 - Other Rates and Allowances, of Part C - Monetary Rates - Restructured Classifications in respect of each of any number of afternoon and/or night shifts more than two-thirds of his or her working time in the roster worked by the employee;
- (b) working time on day shift will, if necessary, include shifts rostered off on day shift not exceeding an average over the full cycle of the roster of one per 38-hour week.

15.1.2 Shift Workers whilst working shift work which involves regular weekly changes as follows:

- (a) day shift, night shift;

- (b) day shift, afternoon shift;
- (c) day shift, day shift, afternoon shift;
- (d) day shift, day shift, night shift;

will be paid the applicable amount per 38-hour week as set out in Item 13 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.3 Shift Workers whilst working shift work on shift systems as follows:

- (a) night shift, afternoon shift;
- (b) night shift only;
- (c) afternoon shift only;

will be paid the applicable amount per 38-hour week as set out in Item 14 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.4 Shift Workers who work any afternoon or night shift other than under the shift systems set out in paragraphs 15.1.1, 15.1.2 and 15.1.3 of this subclause, and are not paid in respect of any day shift worked, will be paid at the applicable amount per shift for each afternoon or night shift worked as set out in Item 15 of Table 5 - Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.

15.1.5 Each shift allowance prescribed above is on a shift basis the rate being determined in each case by dividing the shift allowance prescribed by five.

15.2 Definition - In this clause "night shift" means any shift finishing after 12.00 am and at or before 8.00 am.

16. Saturday Rates for Shift Workers

Shift Workers who have an ordinary shift rostered on a Saturday, will be paid at the rate of time and one-half.

17. Shift Workers Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days

Employees may be required to work seven day shift work to meet the needs of the business. These employees will be required to work Sundays and Public Holidays as ordinary working days.

18. Sunday and Public Holiday Rates

18.1 An employee will be paid at the rate of:

- 18.1.1 double time for all work done on Sundays;
- 18.1.2 double time and one-half for all work done on the public holidays prescribed in clause 23, Public Holidays, of this award.

19. Night Work for Day Workers and Day Shift Workers

19.1 Payment - Subject to clause 10, Maximum Payment, of this award, but otherwise despite anything contained in this award:

- 19.1.1 a Day Worker who is required in lieu of ordinary day work; or
- 19.1.2 a Day Shift Worker who is required in lieu of a day shift on which he or she would ordinarily be rostered, to work at night for periods of not less than a full shift on less than five consecutive nights, or on less than four consecutive nights when the fifth night is his or her 38-hour week rostered off night, will be paid at the rate of time and one half of the ordinary rate of pay for the purpose of clause 6.1, Rates of Pay, of this award, or the corresponding clause of a federal award, except:
- 19.1.3 on Saturdays, Sundays, 38-hour week rostered off days and holidays; and
- 19.1.4 in respect of any night for which the employee has not been given at least 48 hours' notice,
- when the employee will be paid at overtime rates for Day Workers. No shift allowance is payable in respect of night work under this clause.
- 19.2 Definitions - In this clause "night" means any hours between 3.20 pm and 7.20 am, and "Day Shift Worker" means a Shift Worker employed on a shift system involving day shift only.

20. Transfer of Day Workers from Day Work to Shift Work

- 20.1 Transfer - Day Workers may be employed as and become Shift Workers and will be paid accordingly. The period of transfer will not be less than:
- 20.1.1 five shifts; or
- 20.1.2 four shifts when the fifth shift is his or her 38-hour week rostered off shift.
- 20.2 Notice to Change Shift Patterns - Day Workers should be given at least 48 hours' notice by the Company of the transfer to shift work. If this notice is not given by the Company the employee will be paid at overtime rates for any shift upon which he or she is employed as a Shift Worker under this clause.

21. Transfer of Shift Workers

- 21.1 A Shift Worker who is required to work on a shift on which he or she would not ordinarily have been rostered will be paid at overtime rates for any such shift. This provision does not apply if:
- 21.1.1 the Shift Worker has been given at least 48 hours' notice of the requirement to transfer; or
- 21.1.2 the Shift Worker is reverting to the shift on which he or she would ordinarily have been rostered.

22. Overtime

22.1 Day Workers

Day Workers for all time worked:

- 22.1.1 in excess of, or outside the ordinary working hours and time prescribed by this award; or
- 22.1.2 in excess of five hours without a meal break (except in the case of urgent breakdown work necessary to secure an immediate resumption of operations),
- will be paid at a rate of time and one-half for the first two hours and at the rate of double time after that.

22.2 Shift Workers

Shift Workers for all time worked:

- 22.2.1 in excess of the ordinary working shift hours prescribed by this award; or
- 22.2.2 on more than 11 shifts in 12 consecutive days; or
- 22.2.3 on a rostered shift off; or
- 22.2.4 in excess of five and one-half hours without a crib break, will be paid at the rate of time and one-half for the first two hours and at the rate of double time after that.

This subclause will not apply when the time is worked:

- 22.2.5 by arrangement between the employees themselves; or
- 22.2.6 for the purpose of effecting the customary rotation of shifts.

22.3 General

22.3.1 Minimum Eight Hour Rest

- (a) Where overtime work is necessary it should, where reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the end of his or her ordinary work on one day and the commencement of his or her ordinary work on the next day that he or she has not had at least 8 consecutive hours off duty between those times will, subject to this subclause, be released after the completion of working overtime until he or she has had eight 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 working without having had eight consecutive hours off duty, he or she will be paid at double rate until he or she is released from duty for such period and he or she will then be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such period.

If, immediately after taking an eight hour rest period, an employee is required to report for work outside his or her ordinary day or shift commencing time and reasonable means of transport are not available, the Company should convey or supply the employee with transport to work.

22.3.2 Minimum Payment

- (a) a Day Worker, required to work on a Saturday, Sunday, a 38-hour week rostered day off or a Public Holiday; or
- (b) a Monday to Saturday Shift Worker required to work on a Sunday, a 38-hour week rostered day off or a Public Holiday,

will be paid for a minimum of four hours' work. Provided that where the actual working time is less than four hours, the working period will not be regarded as overtime for the purposes of subclause 22.3.1.

- 22.3.3 Rounding Up to Nearest Quarter of an Hour - For the purposes of this clause 22, a fraction of a quarter of an hour of overtime counts as a quarter of an hour if more than five minutes have been worked.

- 22.3.4 Payment for Call-out - An employee recalled from his or her home to work overtime will be paid for a minimum of four hours' work. If the actual time worked is shorter than four hours the working period will not be regarded as overtime for the purpose of subclause 22.3.1. For the purpose of this clause, a recall from home to work overtime takes place when the employee is notified at home of the requirement to return to work. An employee recalled from his or her home to work overtime will, at the employee's option, be provided with a suitable meal free of cost for each normal meal break falling during the overtime for which he or she was called out, or be paid for a meal allowance as set out in Item 16 of Table 5 of Part C of this award.
- 22.3.5 Crib - an employee required to continue at work on overtime for more than one and a half hours after his or her ordinary ceasing time, who was not notified before leaving work on the previous day or shift that he or she would be required to work overtime, may choose to receive either:
- (a) a suitable meal free of cost, and another meal for each subsequent meal break into which the work extends; or
 - (b) payment of a meal allowance as set out in Item 16 of Table 5, Other Rates and Allowances of Part C - Monetary Rates - Restructured Classifications of this award.
- 22.3.6 Spoilt Meal - If an employee reports to work on notified overtime to find that he or she is not required to work, or is required to work less than one and a half hours, and he or she has brought a meal to work, he or she is entitled to payment of a meal allowance as set out in Item 16 of Table 5 of Part C of this award, as compensation.
- 22.3.7 Transport Home - Where an employee working overtime finishes work at a time when reasonable means of transport is not available to them, the Company will:
- (a) within a reasonable time transport the employee to:
 - (i) a reasonable distance from his or her home; or
 - (ii) a place to which the employee usually travels by public transport when returning home from work; or
 - (iii) a place from which he or she can, within a reasonable time, obtain public transport to a reasonable distance from his or her home or the place to which he or she usually travels by public transport when returning home from work; or
 - (b) pay the employee his or her current rate of pay for the time reasonably occupied in reaching his or her home.

DIVISION 5 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

- 23.1 Designated Public Holidays - The days on which New Year's Day, Australia Day, Good Friday, the Saturday following Good Friday, Easter Monday, Anzac Day, Queen's Birthday, the local Eight Hour Day, Christmas Day, Boxing Day and the picnic day of the Steel Industry Unions, if any, are observed and special days appointed by proclamation as public holidays throughout the State, are to be public holidays.
- 23.2 Payment - Day Workers and Monday to Saturday Shift Workers not required to work on a public holiday will be paid for the public holiday at the ordinary rates of pay under clause 6.1, Rates of Pay

and clause 8, Special Rates (All Purpose), of this award or the corresponding clause of a federal award, and the applicable overaward or bonus.

23.3 This provision for payment does not apply to:

23.3.1 an employee whose rostered shift falls on a public holiday (subject to the provisions of subclause 27.2 of clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award);

23.3.2 an employee who is absent without leave, or reasonable excuse, on the working day before or after a public holiday.

24. Sick Leave

24.1 **Illness or Incapacity** - An employee who is absent for his or her ordinary working hours due to personal illness or incapacity, and not due to his or her own serious and wilful misconduct, is entitled to be paid at ordinary time rates of pay and applicable bonus payment for the time of his or her absence, subject to the following:

24.1.1 **Worker's Compensation** - An employee is not entitled to be paid for an absence of any period for which he or she is entitled to workers' compensation.

24.1.2 **Absence Notification**- An employee must inform the Company of his or her inability to attend work within 24 hours of the commencement of his or her absence. An employee should state the nature of the illness or incapacity and the estimated duration of his or her absence.

24.1.3 **Proof of Absence** - An employee must prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that he or she is or was unable to attend for duty on the day or days for which payment under this clause is claimed on account of his or her illness or incapacity.

24.2 **Entitlements**

24.2.1 **Calculation of Entitlements** - An employee is entitled to sick pay for the number of ordinary working hours based on the years of his or her continued employment as follows:

- (a) an employee with less than 1 year's continued employment is entitled to 40 ordinary hours;
- (b) an employee with one or more years' continued employment but less than 10 years' continued employment is entitled to 64 ordinary hours;
- (c) an employee with ten or more years' continued employment is entitled to 80 ordinary hours;
- (d) claimed leave will be deducted from the employee's accrued leave.

24.2.2 **Accumulation of Entitlements** - Unused sick leave will accumulate each year of continuous employment with the Company, whether under this or any other award. Accumulated sick leave may be used in subsequent years of continued employment subject to the conditions prescribed by this clause. The maximum period of accumulation is 16 years, from the end of the year in which the sick leave accrued.

- 24.2.3 Three Months Minimum Service - There is no entitlement to sick leave until an employee has completed 3 months' continuous service.
- 24.2.4 Continuous Service - For the purpose of this clause, continuous service is considered as not being broken by:
- (a) any absence from work on leave granted by the Company; or
 - (b) any absence from work due to personal illness, injury or other reasonable cause of which the employee has provided sufficient proof.
- These absences will not be taken into account in computing the qualifying period of 3 months.

25. Personal/Carer's Leave

25.1 Use of Sick Leave

- 25.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 25.1.3(b), who needs the employee's care and support, is entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 24, Sick Leave, of this 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.
- 25.1.2 The employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 25.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a defacto 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 purpose of this subparagraph:

- (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.

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

25.2 Unpaid Leave for Family Purpose

25.2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 25.1.3(b) who is ill.

25.3 Annual Leave

25.3.1 An employee may elect with the consent of the Company, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

25.3.2 Access to annual leave, as prescribed in 25.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.

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

25.4 Time Off in Lieu of Payment for Overtime

25.4.1 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the election.

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

25.4.3 If, having elected to take time as leave in accordance with 25.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination of employment.

25.4.4 Where no election is made in accordance with 25.4.1, the employee will be paid overtime rates in accordance with the award.

25.5 Make-up Time

25.5.1 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off during 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.

- 25.5.2 An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 25.6 Rostered Days Off
- 25.6.1 An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- 25.6.2 An employee may elect, with the consent of the Company, to take rostered days off in part day amounts.
- 25.6.3 An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon, at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or the Company.
- 25.6.4 This subclause is subject to the Company informing each union which is both party to the award and which has members employed at Springhill or CRM of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

26. Annual Leave

- 26.1 Day Workers and Monday to Saturday Shift Workers - For annual leave provisions see *Annual Holidays Act 1944* (NSW).
- 26.2 Shift Workers under clause 17 Whose Ordinary Working Period Includes Sundays and Public Holidays as Ordinary Working Days -
- 26.2.1 In addition to the annual holiday of 4 weeks provided by section 3 of the *Annual Holidays Act 1944* (NSW) for a year of employment, seven-day Shift Workers under clause 17 of this award are entitled to the additional leave specified below:
- (a) if an employee has worked as a seven-day Shift Worker for the full year he or she is entitled to one week's additional leave;
 - (b) subject to subparagraph 26.2.1(d), if an employee has worked as a seven-day Shift Worker for only a portion of the year, he or she is entitled to 1 additional day of leave for every 33 ordinary shifts worked as a seven-day Shift Worker;
 - (c) subject to subparagraph 26.2.1(d) an employee will be paid for additional leave at the Annual Leave Rate of Pay, for the number of ordinary hours of work for which the employee would have been rostered for duty during the period of additional leave;
 - (d) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
 - (e) in this clause, reference to one week and one day includes holidays and non-working days.
- 26.2.2 Where an employee's employment is terminated and he or she is therefore entitled under Section 4 of the *Annual Holidays Act 1944* (NSW), to payment in lieu of annual leave with respect to a period of employment, he or she is also entitled to an additional payment of 3 hours at the Annual Leave Rate of Pay for each 21 shifts of service as a seven-day Shift Worker which he or she worked during his or her period of employment.

26.3 Monday To Saturday Shift Workers Who Are Regularly Rostered For Duty On Saturdays As Ordinary Working Days

26.3.1 In addition to the annual holiday of 4 weeks provided by Section 3 of the *Annual Holidays Act 1944* (NSW) for a year of employment, Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days are entitled to the additional leave specified below:

- (a) for every 13 Saturdays upon which an employee worked an ordinary shift as a Monday to Saturday Shift Worker who is rostered for duty on Saturdays as ordinary working days, is entitled to 1 day additional leave for that year;
- (b) where the additional leave calculated under this subclause is or includes a fraction of a day, the fraction will not form part of the leave period. Any fraction will be discharged by payment only;
- (c) the additional entitlements under this subclause will apply only to leave which becomes fully due on or after 23 September 1980.

26.4 All employees - Annual Leave Loading

26.4.1 An employee will be paid a loading of 20% for the period of his or her annual leave calculated on the lesser of:

- (a) his or her ordinary pay pursuant to the *Annual Holidays Act 1944* (NSW), and where applicable, his or her Annual Leave Rate of Pay pursuant to this clause and clause 27, Days Added to the Period of Annual Leave or Long Service Leave, of this award; or
- (b) the sum of:
 - (i) the employee's award rate of pay for ordinary time at the commencement of his or her annual leave as prescribed for the purpose of clause 6, Rates of Pay, of this award; and
 - (ii) the employee's applicable bonus payable at the commencement of his or her annual leave; and
- (c) provided that an employee who would have worked on shift work had he/she not been on annual leave will be paid whichever is the greater of:
 - (i) the loading; or
 - (ii) the shift work allowances specified in clause 15, Shift Work Allowances for Shift Workers, and the weekend penalty rates specified in clause 16, Saturday Rates for Shift Workers, and (in respect of Sundays only) clause 18, Sunday and Public Holiday Rates, of this award that would have been payable to the employee in respect of ordinary time during his or her period of annual leave had he or she not been on annual leave.

26.4.2 The loading prescribed by this subclause will apply to payment in lieu of a fully due annual holiday on termination of employment, but will not apply to proportionate annual holiday payment on termination of employment.

27. Days Added to the Period of Annual Leave or Long Service Leave

27.1 Seven-day Shift Workers - A seven-day Shift Worker under clause 17 of this award whose working period includes Sundays and Holidays as ordinary working days is entitled to 1 added day of annual leave or long service leave, if a public holiday prescribed in clause 23, Public Holidays, falls within the period of leave.

- 27.2 Rostered Off Duty - An employee who is rostered off duty on a day which is a public holiday prescribed by this award and who is not required to work on that day will:
- 27.2.1 By mutual consent, be paid, in the pay for the period in which the public holiday falls, for the public holiday at the rate payable pursuant to subclause 23.1, Public Holidays, of this award; or
 - 27.2.2 have 1 day added to his or her annual leave period
- This subclause does not apply when the public holiday falls:
- 27.2.3 on a Saturday or Sunday, except in the case of employees employed as seven-day Shift Workers under clause 17 of this award; or
 - 27.2.4 on a Sunday in the case of employees employed as Monday to Saturday Shift Workers who are regularly rostered for duty on Saturdays as ordinary working days.
- 27.3 Rate for Added Days - Any day or days added in the case of annual leave will be paid for at the Annual Leave Rate of Pay. Any day or days added in the case of long service leave will be paid at the long service leave rate of pay.
- 27.4 Discharging Added Days - Any day or days added in accordance with subclause 27.1 or 27.2, will be the working day or working days immediately following the period of annual leave to which the employees are entitled under clause 26, Annual Leave, or clause 28, Long Service Leave, of this award.
- 27.5 Definition of Working Days - For the purposes of subclause 27.4, "working days" will be:
- 27.5.1 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Day Worker - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave, but excluding a Saturday, a Sunday or a public holiday prescribed by this award.
 - 27.5.2 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a Monday to Saturday Shift Worker - any day of the week other than a Sunday or a public holiday prescribed by this award including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave or long service leave.
 - 27.5.3 In the case of an employee who, at the commencement of his or her period of annual leave, was employed as a seven-day Shift Worker under clause 17 - any day of the week including a day on which the employee concerned would have been rostered off duty if he or she were not on annual leave.
- 27.6 Termination Payment - Where an employee's employment has been terminated and he or she becomes entitled, under Section 4 of the *Annual Holidays Act 1944* (NSW), to payment in lieu of an annual holiday with respect to a period of employment, the employee is also entitled to an additional payment for each day accrued to him or her under subclause 27.2 at the Annual Leave Rate of Pay.
- 27.7 Seven-day Shift Workers - An employee who is employed as a seven-day Shift Worker who:
- 27.7.1 has a day added to his or her annual leave pursuant to subclauses 27.1 and 27.2; and
 - 27.7.2 such a day falls on a public holiday prescribed by clause 23, Public Holidays, of this award, on which the employee would have been rostered to work an ordinary shift were it not for his or her entitlement to an added day,

will be paid for such day, in addition to his or her entitlement under subclause 27.3, at the rate prescribed by subclause 23.1 of clause 23, Public Holidays, of this award.

28. Long Service Leave

- 28.1 General - For long service leave provisions see *Long Service Leave Act 1955* (NSW).
- 28.2 Payment - Despite the *Long Service Leave Act 1955* (NSW) the award rate element of ordinary pay for long service leave will be either:
- 28.2.1 the rate determined in accordance with the *Long Service Leave Act 1955* (NSW); or
- 28.2.2 the rate applicable to the employee at the commencement of his or her long service leave entitlement,
- whichever is the greater.
- 28.3 Public Holidays - An employee is entitled to have all days which are prescribed as Public Holidays by clause 23, Public Holidays, of this award treated as days appointed by the Governor as public holidays for the purposes of the application to him or her of Section 4 (4A) of the *Long Service Leave Act 1955* (NSW).
- 28.4 Accrual of Long Service Leave from 13 May 2002:
- 28.4.1 With effect from the beginning of the first pay period on or after 13 May 2002, long service leave shall accrue at the rate of 13 weeks leave after 10 years continuous service.
- 28.4.2 This rate of accrual is not retrospective and applies only to leave accruing after the commencement of the new rate of accrual as specified in subclause 28.4.1.
- 28.4.3 An employee who has completed with the Company at least 5 years service, and whose services are terminated by the Company for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will be paid out their accrued long service leave entitlement.
- 28.5 Inclusion of shift payments after 1 January 2006:
- 28.5.1 The inclusion of shift payments (i.e. as provided for in clauses 15,16, 17 and 18 of this award) in the payment for long service leave actually taken by shift workers, will apply to long service leave taken on or after 1 January 2006.
- 28.5.2 For all shiftwork employees who are paid on an annualised salary basis, arrangements in place at the time of making this award, for long service leave which provide for the inclusion of the additional hours component being paid for long service leave will cease and that payment will be substituted by the normal shift payments that would have been paid to the employee had the employee been at work, and not on long service leave.
- 28.5.3 Provided that, notwithstanding 28.5.1 and 28.5.2, Monday to Friday shiftworkers in receipt of an annualised salary at the time of the making of this award which is inclusive of an 'additional hours' component will continue to receive the additional hours component in lieu of the shift payments referred to in 28.5.1 and 28.5.2.
- 28.5.4 The application of shift payment's to long service leave entitlements does not apply where the long service leave is taken as part of an employee's resignation/retirement arrangement.

- 28.5.5 Long service leave that is paid out on termination of employment will be paid at the base 38-hour week rate.
- 28.5.6 Arrangements for the taking of long service leave will be subject to the approval of the Company.

29. Jury Service

- 29.1 Entitlement - An employee required to attend jury service:
- 29.1.1 during his or her ordinary working hours; or
- 29.1.2 immediately following an ordinary night shift or immediately before an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending for jury service, is not reasonably able to report for work on the night shift or afternoon shift, will be reimbursed by the Company the difference between the amount paid to the employee by the Court for his or her attendance for jury service and his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service.
- 29.2 Notification - An employee must notify the Company as soon as possible of the date upon which he or she is required to attend for jury service.
- 29.3 An employee must give the Company proof of his or her attendance, the duration of such attendance, and the amount received from the Court in respect of the jury service.

30. Compassionate Leave

- 30.1 Entitlement - An employee, other than a casual employee, will be entitled to up to two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subclause 30.3 of this clause. In addition to the ordinary time rate of pay, the employee will be paid the amount of over award or bonus he/she would have otherwise received during ordinary working hours.
- 30.2 An employee is not entitled to compassionate leave if the period of leave coincides with any other period of paid leave.
- 30.3 Compassionate leave will 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 25.1.3(b) of clause 25, Personal/Carer's Leave, of this award, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 30.4 Compassionate leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4, 25.5 and 25.6 of the said clause 25. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 30.5 Notification - The employee must notify the Company as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the Company proof of death.

31. Parental Leave

For parental leave provisions refer to Part 4, Parental Leave, of Chapter 2, Employment, of the *Industrial Relations Act 1996* (NSW), as amended from time to time.

DIVISION 6 - EMPLOYMENT RELATIONSHIP

32. Contract of Employment

- 32.1 Weekly Employment - Employment will be on a weekly basis, subject as provided for elsewhere in this award.
- 32.2 Probation - An employee will be on probation for the first 3 months of his or her employment. Employment will be on a daily basis at the weekly rate fixed and may be terminated for the first week at a day's notice and subsequently, may be terminated on one week's notice, or by the payment in lieu or forfeiture of 1 week's wages, as the case may be.
- 32.3 Termination - Subject to clause 32.2 and subclause 36.3.2, Summary Dismissal, employment may be terminated by 1 week's notice on either side, given at any time during the week, or by the payment or forfeiture of 1 week's wages, as the case may be. Where an employee has given notice, or has been given notice by the Company, he or she will, upon request, be granted leave of absence without pay for 1 day or shift during the period of notice in order to look for alternative employment.
- 32.4 Performance of Work - Employees must perform such work as the Company may, from time to time reasonably require. An employee who does not perform or attend for duty will lose his or her pay for the actual time of non-attendance or non-performance, except as provided by clause 24, Sick Leave.
- 32.5 Deduction of Pay for Non-work - This clause does not affect the right of the Company to deduct payment for any day during which an employee cannot be employed usefully because of any strike, or through any breakdown of machinery, or due to any cause for which the Company reasonably cannot be held responsible.

subclause

subclause subclause

33. Requirements to Work in Accordance With the Needs of the Industry

- 33.1 Overtime - For the purpose of meeting the needs of the industry, the Company may require an employee to work reasonable overtime, including work on a Sunday and a public holiday, at the rate prescribed by this award. Unless reasonable excuse exists, the employee will work in accordance with this requirement.
- 33.2 Change of Shift System - Subject to clause 20, Transfer of Day Workers from Day Work to Shift Work, and clause 21, Transfer of Shift Workers, of this award, for the purpose of meeting the needs of the industry the Company may require any employee to transfer from one shift system to another shift system prescribed by this award at the applicable rate. Unless reasonable cause exists, an employee will work in accordance with this requirement.

34. Termination of Employment Due to Retrenchment Or Redundancy

- 34.1 Retrenchment
- 34.1.1 Application - This subclause 34.1 applies to collective dismissals by way of retrenchment, whether made at the same time or over a period of time and where the dismissals relate to circumstances affecting the Company's enterprise and not to the conduct of the employees. It does not apply to the termination of employment on account of the introduction of mechanisation or technological change.
- 34.1.2 Informing Unions and Employees Affected - The Company is obliged to inform the union parties to this award, and the Company's employees who may be affected by any retrenchments, of the facts and circumstances of the proposed retrenchments as soon as the Company becomes aware that the retrenchments are necessary.

34.1.3 Notice of Termination - Despite any other provision of this award, an employee being dismissed will receive four weeks' written notice of dismissal, or four weeks' pay in lieu of notice given. Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service shall be entitled to an additional week's notice. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

34.1.4 Leave to Seek Alternative Employment - If an employee is required to work out his or her 4 weeks' of notice, the employee is entitled to 1 day's leave with pay in each of the 4 weeks to enable him or her to look for alternative employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

34.1.5 Severance Payment - An employee is entitled to a severance payment as follows:

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

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

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

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

A week's pay refers to the award wage, plus applicable overaward or bonus. Pay does not include shift work allowances, weekend penalties or overtime.

34.1.6 Less than Twelve Months Service Not Entitled - Employees retrenched who have less than 12 months continuous service are not entitled to severance pay under this subclause.

34.2 Mechanisation or Technological Change

34.2.1 Application - This subclause 34.2 applies despite the provision of clause 32, Contract of Employment, where, on account of the introduction or proposed introduction by the

Company of mechanisation or technological changes in the industry covered by this award, the Company proposes to terminate the employment of an employee.

34.2.2 Notice of Termination - An employee covered by this subclause will be given three months' notice of the termination of his or her employment. If the employment of an employee is terminated and the Company fails to give such notice in full:

- (a) The Company will pay the employee at the ordinary rate of pay for the employee's classification for a period equal to the difference between three months and the period of the notice given; and
- (b) The period of notice required by this paragraph is deemed to be service with the Company for the purpose of the *Annual Holiday Act 1944* (NSW) and the *Long Service Leave Act 1955* (NSW) or any Act amending or replacing either of those Acts.

34.2.3 Less than Twelve Months Service Not Entitled - Employees who have less than 12 months continuous service are not covered by this subclause.

34.2.4 Dismissal for Other Reasons Not Prejudiced - The right of the Company to dismiss an employee for reasons specified in clause 32, Contract of Employment and subclause 36.3.2, Summary Dismissal, is not prejudiced by the fact that the employee has been given notice under this subclause of the termination of his or her employment.

34.3 Other Matters

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

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

34.3.3 Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

34.3.4 Alternative Employment - Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 34.1.3 above if the Company obtains acceptable alternative employment for an employee.

34.4 Security for Employees affected by workplace change

34.4.1 Security of employment is important for improving working relationships, trust and cooperation with change. The parties do not want an environment where everyone is working in fear of losing their employment. The parties want an environment where people focus on doing their jobs safely and well, implementing improvement actions, adapting swiftly to change and caring for the business. Real employment security can only be achieved by successful business performance. Working together in implementing change and improvement will maximise the security for everyone.

34.4.2 The parties recognise that sustained security of employment can only be based on long-term business success and the parties' commitment to the development and achievement of the Company's business plans.

- 34.4.3 While workplace change, new technologies and changes in operations will be ongoing and may lead to employees being made surplus, every opportunity will be taken to effect changes through voluntary means and natural attrition.
- 34.4.4 Subject to the terms of this Award, employment security is provided for the period of this Award subject to the provisions of this clause and the implementation of actions and undertakings provided for in this Award. Where employees are made surplus, the relevant Union/s will be advised and the following principles will apply:
- (ii) Where suitable positions are available:
- An employee can reject two positions that become available;
- The next suitable position must be accepted by the employee;
- Employees will remain in their current Department whilst awaiting a new position.
- (iii) Where only one suitable position is available:
- There will be situations where individuals are only offered one suitable position, because of the employee's particular skills and abilities. In these cases, the employee will transfer to where their skills and abilities can be used.
- (iv) Where no suitable positions are available:
- Each employee will be managed on a case by case basis. Employees will be required to participate in a career transition, retraining, job search or outplacement programs sponsored by the Company to maximise opportunities for alternative employment recognising that employees cannot be maintained as surplus indefinitely.
- 34.4.5 Where the above provisions have been met and an employee remains unplaced in the long term, the Company will meet with the employee and his or her union representative to determine what options are available for that employee.
- 34.4.6 The extension of employment security under the above arrangements requires that displaced employees take responsibility for their future and genuinely seek new positions and opportunities.
- 34.4.7 Any difficulties or issues arising out of the procedures described in this clause will be discussed with the involvement of the relevant union where appropriate and will be dealt with in accordance with the dispute resolution procedures in clause 36 of this Award.
- 34.4.8 Major closures or significant unexpected events will be treated as special cases and will be discussed separately in advance of the event.
- 34.4.9 Changes to work arrangements can result in people having to move to different shifts which provide lower ordinary time earnings. When this happens, employees will be given reasonable notice so that they have time to adjust their financial situation to suit. These arrangements do not apply to roster changes, which are driven by normal market fluctuations.
- 34.4.10 Nothing in this clause affects the right of the Company to dismiss an employee lawfully for misconduct or other circumstances unrelated to the employee having become redundant.

35. Anti-Discrimination

- 35.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 35.2 It follows that in fulfilling his or her obligations under the dispute resolution procedure prescribed by clause 36 of this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 35.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 35.5 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.

36. Procedure for Resolving Claims, Issues and Disputes

- 36.1 Introduction
- 36.1.1 The procedures set out in this clause shall be applied by the parties for the purpose of pursuing claims, resolving issues and disputes and avoiding industrial action.
 - 36.1.2 The provisions of this award in relation to the Regulation of Disturbances to Production and Supply shall apply to all disputes involving a stoppage of work by employees.
 - 36.1.3 The procedure set out in clause 36.2 shall apply to all issues other than:
 - (a) claims, issues or disputes relating to genuine safety matters. In such matters the Company will undertake immediate investigations including discussions with the employee(s) and/or delegate(s) and/or official(s) of the union(s) involved. As necessary the appropriate government authority will be involved.
 - (b) for issues relating to the stand down of employees or cases of summary dismissal in which case the procedure set out in clause 36.3 shall apply; and
 - (c) for the introduction of change, including outsourcing (as defined in clause 36.4.2), the procedure set out in clause 36.4 shall apply.
 - 36.1.4 Definitions - For the purposes of clause 36.2 and clause 36.3 the following definitions shall apply:

"Superintendent" includes:

- (a) any officer with authority higher than that of a superintendent;
- (b) any officer acting as a superintendent's deputy in the absence of a superintendent; and
- (c) in a department where there is no officer with the title of superintendent the supervisor who is in charge and in his or her absence his or her deputy.

"Department" includes a section of the plant called a "department" and any other separately administered section of the plant.

"Group standing down" means the standing down of a group of not less than four employees who have refused duty or who have committed misconduct whilst acting in concert.

36.2 Procedure for Resolving Claims, Issues and Disputes

36.2.1 Introduction - The parties intend that the level of direct action in the Company's operations, particularly strikes, be greatly reduced in order to provide a basis for a reduction of the ordinary weekly hours of work in the steel industry to 38 and to minimise contraction of the industry's operations.
To enable claims, issues and disputes to be progressed while work proceeds normally the following procedure will apply:

- (a) Departmental Claims, Issues and Disputes -
 - (i) Employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If the reply cannot be given by the end of the next ordinary working shift, a progress report will be given.
 - (ii) Failing agreement, employee(s) and/or delegate(s) of the union(s) involved will place the claim, issue or dispute before the superintendent or deputy. The superintendent or deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible. If a reply cannot be given by the end of the superintendent's or deputy's next ordinary working day a progress report will be given.
 - (iii) Failing agreement, employee(s) and/or delegate(s) and/or official(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department. The claim, issue or dispute and all relevant circumstances relating to it will then be fully reviewed by the management of the Company and by the union(s) involved and all reasonable steps will be taken in an endeavour to resolve the matter.
 - (iv) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal.
- (b) General Claims, Issues and Disputes -
 - (i) The official(s) and delegate(s) of the union(s) involved will place the claim, issue or dispute before the Company's Employee Relations Department, which will take all reasonable steps to reply as soon as possible.
 - (ii) Failing agreement, the claim, issue or dispute will be referred to the appropriate industrial relations tribunal if the union(s) wants to pursue it further.

- 36.2.2 Other Rights and Duties - The provisions of this clause will not affect in any way any other rights and duties of any party to this award pursuant to the *Industrial Relations Act 1996* or any other Act or at common law in relation to any matter.
- 36.2.3 Review of Procedure - The operation of this clause will be jointly reviewed by the parties at regular intervals.
- 36.3 Stand Down of Employees and Summary Dismissal
- 36.3.1 Stand Down - The Company has the right to stand an employee down for refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee. The Company may deduct payment for any day or portion of a day during which the employee is stood down, subject to the following:
- (a) Investigation - No employee may be stood down before an adequate investigation of the circumstances of the alleged offence has been made or before the employee has had an opportunity to state his or her case and present witnesses to the facts. This does not apply in the case of a group standing down.
 - (b) Only Superintendent May Stand Down - Only the employee's superintendent may make a decision as to the standing down of the employee when the superintendent is on duty.
 - (c) Limited Ability of Supervisor to Stand Down - The right of the employee's supervisor to stand down an employee is limited to situations where the employee's superintendent is not on duty. The supervisor can only stand down an employee for a period not exceeding the balance of the shift, and only in cases where the employee refuses duty or where the supervisor reasonably is of the opinion that the continued presence of the employee on the plant would be likely to:
 - (i) constitute a hazard either to that employee or to other employees, or to plant and equipment; or
 - (ii) interfere with normal and orderly functioning of the Company's operations; or
 - (iii) be prejudicial to discipline.
 - (d) Superintendent Interview Following Supervisor Standing Down - Where a supervisor stands an employee down, the supervisor will arrange for the employee to be interviewed by the superintendent not later than the commencement of the employee's next rostered shift of duty or another mutually arranged time. The superintendent, after reviewing the case, must inform the employee of his or her decision on the matter.
 - (e) Appeal - An employee is entitled to appeal to the relevant Company human resources representative for his or her department, against any decision of a superintendent. Despite the appeal, the superintendent's decision takes effect pending the determination of the appeal.
 - (f) Working in Other Departments - If an employee is working in a department other than his or her normal department, the employee may be stood down by the appropriate supervisor for that department, subject to the other part of this clause.
- 36.3.2 Summary Dismissal - This clause does not affect the right of the Company to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct. Where an employee is summarily dismissed, wages will be payable up to the time of dismissal only, subject to the following:

- (a) Investigation - No employee may be dismissed without notice before an adequate investigation of the circumstances of the alleged offence has been made.
- (b) Only Superintendent May Dismiss - Only the employee's Superintendent may make a decision to dismiss the employee without notice.
- (c) Must State Reasons for Dismissal - When a Superintendent decides to dismiss an employee without notice the Superintendent must give the employee the reasons for the dismissal without notice.
- (d) Contesting Dismissal - If immediately following a dismissal without notice the dismissed employee, or the employee's delegate, tells the Superintendent that the dismissal will be contested:
 - (i) the dismissal will take effect seven calendar days from the time that the employee was told of his or her dismissal; and
 - (ii) during these seven calendar days, despite the provisions of subclause 36.3.1, the employee will be stood down without pay.

36.4 Introduction of Change Including Outsourcing

36.4.1 Principles concerning the management of change

The parties agree to the following key principles concerning the management of change:

- (a) The parties recognise and accept that change is an inevitable and increasingly necessary part of the steel industry;
- (b) Change must be ongoing to ensure that the Company remains viable and employee expectation concerning security of employment can be satisfied;
- (c) In considering the desirability and business case for any proposed change the tests to be applied are requirements for the change to be:
 - safe;
 - efficient;
 - legal; and
 - fair.
- (d) The parties commit to consult and abide by the dispute settling procedures provided in this award in the event that proposed changes are not agreed. In support of this commitment there will be both detailed communication and strong reinforcement by the Company and unions in respect of these procedures. Subject to any disagreement being dealt with in accordance with agreed procedures, and in the case of significant change 36.4.3, the change will be able to be implemented.
- (e) All parties share an intent that there be "zero industrial action" and to that end will actively ensure that employees, delegates and officials will, on each and every occasion where a dispute arises and is not resolved, follow the applicable dispute settling procedure and not take industrial action.

36.4.2 Processes for Introduction of Change

- (a) Where changes are "significant in nature", as defined in this subclause, they shall be the subject to the processes set out in 36.4.3.
 - (b) Changes which are not "significant in nature" shall be introduced in accordance with the principles set out in subclause 36.4.1 and the provisions of this award. Disputes in relation to such changes shall be dealt with in accordance with the procedures for resolving claims, issues and disputes provided in this award.
 - (c) A change is "significant in nature" for the purposes of this clause if the change will have substantial effects on:
 - (i) the composition, operation or size of the workforce in a section or department of the operations of the Company;
 - (ii) the skills required of employees;
 - (iii) the availability of job opportunities for employees;
 - (iv) the opportunities for promotions of employees;
 - (v) the security of employment of employees;
 - (vi) the hours of work of employees;
 - (vii) the location of work of employees;
 - (viii) shift pattern changes; and
 - (ix) outsourcing of work (meaning the engagement on a permanent basis of another organisation to perform work which has previously been performed by employees of the Company. In this respect outsourcing differs from the use of contractors to meet intermittent work load requirements or to provide specialist skills on a short term or as needs basis).
 - (d) Where a change is otherwise provided for in this award it will not be regarded as significant in nature for the purposes of this clause.
- 36.4.3 Processes for introducing change which is significant in nature and for resolving associated issues and disputes
- (a) The provisions of this subclause set out the terms and order of the procedure which shall govern the introduction and management of change which is significant in nature.
 - (b) A change will be determined to be significant where it meets the definition as set out in clause 36.4.2(c).
 - (c) Consultation will commence in relation to workplace change as defined when:
 - (i) The Company has developed an idea regarding a workplace change that, if implemented, would result in a change which is significant in nature, and
 - (ii) The idea has been developed sufficiently as to justify the time and effort required to allocate resources and to develop a working proposal, and
 - (iii) A "Task Brief" has been prepared in at least broad terms that includes the:
 - objectives of the change;
 - issues that may arise if the change was progressed to implementation;

criteria for appraisal of the idea;

impact the idea may have on employees, customers and the business; and

milestones in the review process.

- (d) Consultation will commence with a notification in writing to employees and their unions (letter 1) as to the broad objectives of the change and the possible effect the change is likely to have on employees.
- (e) Consultation is the process through which employees contribute to problem-solving and decision making. It provides for employee and union input before Company management finally decides on action affecting its employees.
- (f) Employees and their unions will be provided with the opportunity to comment and input into the proposed change. This will not limit any party from proposing alternative ideas that may result in the objectives of the business being achieved.
- (g) Following consideration of all aspects of the change, including consultation with employees, the Company will advise employees and the relevant unions in writing (letter 2) as to whether or not the Company will proceed with the introduction of the change. The advice will include:
 - (i) confirmation on the introduction of the change (as finally determined) and the nature of that change;
 - (ii) the date of the introduction of the change;
 - (iii) the impact the change will have on employees; and
 - (iv) what steps are to be put in place to manage the impact that the changes will have on employees.
- (h) The consultation process will conclude upon any party to the process declaring to the other parties in writing (letter 3) that it regards the consultation process as exhausted or; an agreement is reached between the parties to the consultation on a settlement to the issues or, notification is made under the Act of an industrial dispute as to the change. The consultation process must be comprehensive and genuine and may be reconvened by direction of the Commission in dispute resolution proceedings, if it has been shown to be prematurely concluded.

A decision by employees or the unions not to participate in such discussions brings to an end the consultation process.
- (i) Where agreement is reached as to a change, the change is to be implemented immediately and the parties are to promptly record the terms of the agreement in writing.
- (j) Where the consultation process concludes upon a party declaring to the other parties that it regards the consultation process as exhausted, and there is disagreement as to the change proposed, the change may be implemented forthwith unless a party to the consultation process gives notice to the other parties that it disputes the implementation of the change, and in that case the status quo will apply. Notice of disputing a change must first be provided to the other parties verbally within 24 hours after the declaration that the consultative process is exhausted, and followed up by written notice in accordance with 36.4.3(k).

- (k) For written notice in accordance with 36.4.3(j) to be effective, it must be served on the other parties within 5 working days after the declaration that the consultative process is exhausted. The written notice must set out:
- (i) details of the particular objection(s) to the change; and
 - (ii) whether steps have been, or will within 24 hours be taken by that party to refer the matter to the Commission.
- (l) There must be no industrial action whilst these procedures, including status quo where applicable in this clause, are followed, and subject to further discussions between the parties, the matter will be referred to the Commission.
- (m) The status quo will not apply in the following circumstances:
- (i) where written notice has not been given in accordance with 36.4.3(k), unless otherwise excused by the Commission; or
 - (ii) where the party placing the matter in dispute does not genuinely participate in the consultation process; or
 - (iii) the closure of sections of plant, not including outsourcing; or
 - (iv) to prevent or delay capital investment and the introduction of new technology.
- (n) The status quo will lapse in the event of industrial action over the proposed change.
- (o) The status quo may be altered by recommendation or direction of the Commission in proceedings pursuant to section 130 of the Act, or as the outcome of arbitration by the Commission.
- (p) For workplace change, (including the number or composition of employees engaged on any task), the consultation process may provide for the change to be introduced on a trial basis by agreement. There should be discussion between the parties as to how the trial arrangements should be implemented. An appropriate monitoring system will be established to ensure that the proposed changes are safe, efficient, legal and fair. The period of the trial will be determined in advance, with a return to the status quo in the event that it is shown that the trial fails the safe, efficient, legal and fair test.
- (q) Where an issue associated with a change concerns the interpretation or application of an existing provision of the award, the status quo shall prevail until the matter is agreed or is the subject of interpretation by the Commission. No industrial action shall occur in relation to such a dispute.
- (r) Nothing in this agreement detracts from the operation of the Act with respect to the settlement of industrial disputes.
- (s) Definition:

For the purposes of clause 36.4, the term "Workplace Change" does not include:

Matters that involve the requirement for employees to work in accordance with the reasonable direction of the Company; normal day to day operations and work within the employee's recognised skills, competence, training and safe working practices.

Company decisions regarding significant capital investment, business growth, etc. In these circumstance the Company is to provide the information in writing to employees and their unions as referred to in points (i) to (iv) of clause 36.4.3(g).

36.4.4 Nature of Consultation

Consultation involves:

- (a) All parties (management, employees and unions) being prepared to put forward considered views in respect of desired improvements and alternatives as to how such improvements could be achieved;
- (b) An opportunity being given to all affected parties to fully understand the nature and impact of those views before any final decision on implementation of changes is made by the Company;
- (c) Fair Consideration Being Given to the Issues and Concerns Raised By the Parties Before Any Final Decision on Implementation of Change is Made.

37. Regulation of Disturbances to Production and Supply

37.1 Objects of This Clause

- 37.1.1 One of the key pillars that supports the ability of the Company to have an effective and efficient business is the ongoing compliance by the parties and all employees with the obligations in this clause in respect of hot metal arrangements and meeting urgent customer needs.
- 37.1.2 The commitment and compliance with the obligations prescribed in this clause are significant in that they recognise the paramount importance of satisfying the Company's customers each and every day and the close linkage between customer satisfaction, business performance and employment security. In addition they recognise the importance of protecting the security and integrity of the Company's assets and not wastefully destroying product.
- 37.1.3 The parties recognise that to achieve these goals and maintain secure employment, they must manage their differences without allowing these differences to result in the destruction of product or major disruption to the Company's customers.
- 37.1.4 The parties understand that only by satisfying customers and developing markets can the Company deliver the desirable benefit of ongoing security of employment.
- 37.1.5 The obligation to comply with the arrangements contained in this clause in respect of hot metal and meeting urgent customer needs does not restrain, or seek to restrain, the taking of industrial action which does not result in non-compliance with those obligations. The parties are however committed to working together to provide a workplace where issues are resolved without recourse to industrial action.
- 37.1.6 The obligations imposed by this clause apply to all parties and all employees at all times, regardless of the reasons for or the nature or the extent of industrial action (i.e. whether limited to a particular part or parts of the Company's operations or involving the whole of such operations).
- 37.1.7 The obligations imposed by this clause require that employees covered by this award perform as directed the necessary work (for the purposes of this clause) which is part of their usual duties and are not to be taken as requiring 'staff' employees to undertake such work instead of employees covered by this award.
- 37.1.8 The hot metal arrangements provided for in this clause are designed to preserve the interests of those engaged in the taking of industrial action by requiring that the Company not deal with slabs produced (in the sense of further processing and despatching the slabs) until the industrial action ceases except as provided for in subclause 37.3.6.

37.1.9 Similarly, the proposal for the meeting of urgent customer needs does not require all product to be distributed but rather only that part of it requiring urgent dispatch and subject to the provision of information and appropriate consultation as specified in this clause.

37.2 Compliance with this Clause and Linkage with Employment Security

37.2.1 There must be strict compliance by all parties with the terms of this award concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) during the course of any industrial action. There must be no breaches of these provisions.

37.2.2 The taking of steps during the course of any industrial action in breach of these requirements would be a serious matter and one requiring significant and urgent attention in any dispute resolution processes. Any breach would be a paramount consideration for the Commission in the exercise of its powers under the Act as to industrial disputes.

37.2.3 A breach of the provisions concerning hot metal arrangements (subclause 37.3) and meeting urgent customer needs (subclause 37.4) may result in the removal (in part or whole) of the employment security provisions specified in clause 34.4 of this Award. Any such removal shall not relieve the employees concerned of their obligations to comply with the requirements of this clause 37.

37.2.4 An application to remove the benefits of security of employment from any employees may be made by the Company by notification under the Act of an industrial dispute. The Company shall bear the onus of making out a case for such removal. The determination of such an application shall be governed by the considerations referred to by the Commission in the Recommendation of Walton J - Vice President, dated 13 May 2002, particularly at paragraph 95. The Commission's determination shall be binding on the parties.

37.3 Hot Metal Arrangements

37.3.1 Plant operations will continue at normal production rates unless there is industrial action, which extends more than 8 hours, in one of the following major departments and where that action would prior to this award have resulted in the dumping of hot metal.

The major departments are: Blast Furnaces, Rail Operations, BOS and Slab Caster.

37.3.2 Recognising that this provision is designed to avoid destruction of product and not to retain normal operations in the event of industrial action in one of the above areas, the Blast Furnaces will, where the industrial action in one of the major departments referred to in subclause 37.3.1 runs for more than 8 hours, operate at a reduced level. That level will be nominally 90% of full production level - that being the level necessary to maintain stable furnace operations and to return to normal operating levels immediately after the industrial action.

37.3.3 All iron that is at the BOS at the time the industrial action commences will be processed as normal, provided that two (2) hours after the provision of notice to the Company that the industrial action has commenced, the provisions of subclause 37.3.6 shall apply

37.3.4 Slabmaking operations will be sufficient to ensure that there is no hot metal dumped as a result of industrial action. Generally it is expected that this will require consistent 2-machine casting on any 2 machines as may be required. It is noted that, where possible, generally No. 2 and No. 3 machines would be utilised.

37.3.5 Slabs will be processed to the extent necessary to ensure the integrity of the product.

- 37.3.6 Subject to subclauses 37.3.3, 37.3.5 and 37.3.7 all slabs produced during the course of industrial action shall be stored at locations selected by the Company and will not be further handled, dispatched or processed until the actual cessation of the industrial action, provided that slabs shall be further handled (but not dispatched or processed) to the extent necessary for reasons of safety or to enable effect to be given to the objects of this clause and the requirements of this subclause 37.3.
- 37.3.7 Slabhandling operations will ensure that slab is stacked in the Slab Yard or as directed by the company in an efficient and effective way. Where the industrial action is in the Slab Yard area, slab will still be produced and that slab will be stacked and stored in an effective and efficient way as directed by the Company.
- 37.3.8 The parties' commitment to "no dumping of iron" requires that support functions necessary to sustain the safety and operating integrity of the blast furnaces, however provided, will continue through the industrial action.
- 37.3.9 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements - namely that Blast Furnaces continue to operate and hot metal is not dumped in the event of industrial action.
- 37.3.10 The Company shall provide the unions each day with a list of the location of all slabs stored in accordance with these hot metal arrangements during the course of industrial action.
- 37.4 Meeting Urgent Customer Needs
- 37.4.1 To satisfy the requirements of the customers of the Company, the parties are committed to ensuring that the urgent needs of customers are met throughout the period of any industrial dispute.
- 37.4.2 In recognising that the Company's customers are a key foundation of the Company's business, the parties commit to the principle that all disputes and issues will be resolved in accordance with the applicable dispute resolution procedures and without recourse to industrial action that would adversely impact on those customers.
- 37.4.3 In the unlikely event of industrial action occurring, the parties will, before such action commences, and on an ongoing basis as necessary during such action, hold discussions in relation to production or maintenance work that is necessary to enable genuinely urgent customer requirements to be met. So far as practicable, prior to the taking of industrial action and (on all occasions) progressively, as necessary, during such action the relevant union delegate(s) and the relevant Company representatives will meet and confer immediately and on an ongoing basis to manage the supply of product to avoid stocking out of customers.
- 37.4.4 The Company's customer service or logistics representative will identify product that is required to maintain a customer's business and is packed and waiting dispatch.
- 37.4.5 Where, in accordance with subclause 37.4.6 and 37.4.7, product is identified as requiring despatch to avoid a stock out or potential stock out and that product or part of that product is packed and awaiting dispatch, it will be dispatched as required by the Company.
- 37.4.6 The Company will become aware, either through its dispatch management systems or by way of other direct communication with a customer that the customer is in need of urgent delivery of product to avoid a stock out. This will occur each and every day during a period of industrial action.

37.4.7 Where the Company becomes aware of a stock out or a potential stock out for a customer, then the Company will provide to the relevant union delegate a written report containing the following particulars of the stock out or potential stock out:

- the name of the customer,
- the product and quantity required,
- where the product is required, and
- when the product is required.

A copy of the written report will be faxed to the relevant union offices.

37.4.8 In the event that there is a residual amount of an order to be processed to enable dispatch of it to occur and there are special or urgent considerations applying to the order, these circumstances will be raised and discussed between the relevant Company representative and the relevant employee representative with a view to reaching agreement. In the absence of agreement either party may seek the assistance of the Commission by notification under s130 of the Act. The parties agree that if the operation of this subclause creates substantially adverse consequences then any party may apply to the Commission after 13 November 2002 to recommend other arrangements in relation to residual amounts of orders and the parties will comply with the terms of such recommendation in lieu of the provisions of this subclause.

37.4.9 In the event that there is a breakdown of a crane, forklift, or other dispatch related equipment that would otherwise prevent the urgent dispatch of product provided for in this subclause then maintenance employees or contractors as appropriate will work to repair the equipment and facilitate the dispatch of product.

37.4.10 No employee or union will direct or encourage any employee or contractor in an associated area to take action that may have the effect of circumventing the intent and operation of these arrangements.

37.4.11 In subclause 37.4:

"relevant union delegate" means the delegate of the employees whose industrial action is preventing or hindering the normal despatch of product. In the absence of that delegate the relevant union delegate shall be the employee who, in the ordinary course, would be regarded by the employees as acting in the place of the delegate.

"relevant company representative" means the customer service officer nominated by the company for the purpose of the arrangements in this subclause.

"Stock out" and "stocking out" mean a situation where the customer is unable, because of its lack of the Company product which the customer requires, to maintain its normal operations.

37.5 To ensure that effect is given to the provisions of clause 37 of this award, the departmental arrangements as set out in Schedule 1 shall apply.

DIVISION 7 - MISCELLANEOUS

38. Delegates

38.1 Recognition of Delegates

- 38.1.1 The Company will recognise an employee who is a delegate representing the employees in a shop or department where he or she is employed. A delegate will be allowed the necessary time to interview the employees for whom the delegate represents, the Company or its representatives, during working hours, where there is a dispute affecting employees in his or her shop or department.
- 38.1.2 The Company will not be bound to recognise as a delegate any employee whom the union concerned has sent written notification to the Company that it does not recognise that employee as a delegate.
- 38.1.3 The Company will, upon request, provide each recognised delegate with a suitable locker for the purpose of storing relevant union material at the workplace.

38.2 Delegates' Training

- 38.2.1 The Company recognises the unions' desire for delegates' training and will cooperate with unions to facilitate release and pay ordinary wages to delegates attending agreed courses in cases where:
- (a) there is prior consultation with the Company about the course and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters in a positive and responsible manner;
 - (c) when appropriate, there is an opportunity for Company participation in or contribution to the course. The Company will not unreasonably refuse to release delegates to attend training courses that comply with (a), (b) and (c) of this clause.

39. Payroll Deduction of Union Membership Fees

- 39.1 The Company shall deduct union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 39.1.1 the employee has authorised the Company to make such deductions in accordance with subclause 39.1.2 herein;
 - 39.1.2 the union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount;
 - 39.1.3 deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - 39.1.4 there shall be no requirement to make deductions for casual employees with less than 2 months' service (continuous or otherwise).
- 39.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of union fees (including a variation in that fee effected in accordance with the union's rules) that the union advises the Company to deduct. Where the employee passes any such written authorisation to the union, the union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 39.3 Monies so deducted from employees' pay shall be remitted to the union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
- 39.3.1 where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to 5 per cent of the money deducted; and

- 39.3.2 where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 39.4 Where an employee has already authorised the deduction of union membership fees in writing 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 commence or continue.
- 39.5 The union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The union shall give the Company a minimum of two months' notice of any such change.
- 39.6 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of union membership fees.
- 39.7 Where an employee who is a member of the union and who has authorised the Company to make payroll deductions of union membership fees resigns his or her membership of the union in accordance with the rules of the union, the union shall inform the employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of union membership fees to cease.

40. Apprentices

Where any provisions of this award, so far as they relate to apprentices, are inconsistent with the provisions of this clause, the provisions of this clause will, to the extent of the inconsistency, prevail.

- 40.1 Conditions of Employment - The ordinary conditions of employment, including method of payment, award holidays, hours and overtime, will be those contained in this award, provided an apprentice whilst under 18 years of age will not be allowed to work shift work, and an apprentice will not work shift work unless working under the control of a tradesperson in the same trade. An apprentice will not be required to work overtime during the first year of his or her apprenticeship unless he or she is willing to do so.
- 40.2 Lost Time - The Company may deduct from the wages of an apprentice amounts proportionate to the working time lost by the apprentice in any wage period when suspended under the provisions of subclause 40.3 or owing to his or her absence from the service of the Company, unless such absence is caused by:
- 40.2.1 the Company's fault;
- 40.2.2 illness not exceeding one week in each year of service, duly certified by a qualified medical practitioner;
- 40.2.3 the occurrence of any public holiday prescribed by this award.
- 40.3 Disciplinary Code
- 40.3.1 Apprentices may be suspended by the Company without pay during such period of suspension for the following reasons, and subject to the undermentioned limitations of each suspension, viz:
- Nature of Offence or Misdemeanour
- Disobedience, Laziness, Bad Timekeeping, General Misconduct, etc
- First Offence - The apprentice will be cautioned and told that this caution will be noted on his or her history card.

Second Offence - The apprentice may be suspended for a period not exceeding five working days (without pay). Time lost by such suspension will be made up at the end of each year.

Third Offence - The apprentice may be suspended for a period not exceeding ten working days (without pay). Time lost by such suspension will be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice and advise him or her that the offence or misdemeanour, if persisted in, may lead to cancellation of his or her indenture in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

Insolence, Wilful Disobedience, Wilful Damage to Property, Neglect of Safety Precautions which may result in injury to himself or fellow employees, Theft, Assault or Other Serious and Wilful Misconduct

First Offence - The apprentice may be instantly suspended for a period not exceeding five working days (without pay). Time lost by such days suspension will be made up at the end of each year.

Second Offence - The apprentice may be instantly suspended for a period not exceeding ten working days (without pay). Time lost by such suspension will be made up at the end of each year.

Following a suspension, the apprentice may be brought before the Company's Internal Apprenticeship Authority which will admonish the apprentice. If such conduct is persisted in, the apprentice may be suspended immediately and his or her indenture may be cancelled in accordance with Part 4 of the *Apprenticeship and Traineeship Act 2001* (NSW).

- 40.3.2 When the Company intends to suspend an apprentice, it will immediately so advise the Commissioner for Vocational Training and the union or unions covering the apprentice's trade.
- 40.3.3 When the Company suspends an apprentice the suspension will be affected by handing or delivering to the apprentice a notice in writing specifying:
- (a) particulars of the offence alleged to have been committed;
 - (b) the period of suspension;
 - (c) that future misconduct may cause the Company to seek cancellation of the indenture;
 - (d) the address of the Commissioner for Vocational Training; and
 - (e) that the apprentice is entitled to apply to the Commissioner for Vocational Training at that address, by letter, to have the suspension set aside.
- 40.3.4 The Company will forward a copy of the notice to the Commissioner for Vocational Training, the union or unions covering the apprentice's trade and to the parent or guardian of the apprentice on the same day as the notice is handed or delivered to the apprentice.
- 40.3.5 Any purported suspension not effected in accordance with the above will be of no effect.

- 40.3.6 Nothing in this clause will affect the rights or obligations of any party to the apprenticeship under the *Industrial and Commercial Training Act 1989* (NSW).
- 40.4 Wages
- 40.4.1 The minimum weekly rates of pay for apprentices are as set out in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award.
- 40.4.2 The total wages of apprentices will be calculated to the nearest five cents, any broken part of five cents in the result not exceeding half of five cents to be disregarded.
- 40.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and subsequently works as a minor in the occupation to which he or she has been apprenticed will be paid at not less than the adult rate prescribed for that classification.
- 40.4.4 The special rates provisions in this award will apply to apprentices in the trades where tradespersons are paid these special rates.
- 40.4.5 Tool allowance - A tool allowance will be paid to apprentices as prescribed in Table 3 - Apprentices, of Part C - Monetary Rates - Restructured Classifications of this award. The allowance will apply for all purposes of the award.
- 40.4.6 Where it was the practice as at 14 December 1979 for the Company to provide all tools ordinarily required by an apprentice in the performance of his or her work, the Company may continue that practice and in that event the allowance prescribed in paragraph 40.4.5 will not apply to such apprentices.

41. Travelling Time and Fares

- 41.1 Electrical Tradespersons and maintenance non-tradespersons whose usual place of employment is either Springhill or CRM and who are temporarily transferred from one Works to the other by direction of the Company, will be paid for all travelling time and fares reasonably incurred in travelling between their homes and their usual place of employment.
- 41.2 Such excess time will be paid for at the ordinary rates except on Sundays and Public Holidays when it will be paid for at time and one-half.
- 41.3 This clause only applies to employees travelling by ordinary public transport.

42. Department Work Redesign Agreements

- 42.1 Departments within the Company's operations may from time to time make Work Redesign Agreements which include new rates of pay and conditions of employment for employees covered by this award which differ from the provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications of this award. A Work Redesign Agreement will take effect when this award is varied to incorporate the Agreement in Division 2 - Work Redesign Agreements of Part B - Agreements to this award. Upon taking effect, the provisions of a Work Redesign Agreement will prevail over provisions contained in Part A - General Conditions and Part C - Monetary Rates - Restructured Classifications of this award to the extent of any inconsistency.
- 42.2 The rates of pay contained in Part C - Monetary Rates - Restructured Classifications for each Department's Work Redesign Agreement are inclusive of the adult basic wage prescribed for the purposes of the *Industrial Relations Act 1996*.

PART B

AGREEMENTS

DIVISION 1 - GENERAL AGREEMENTS**43. Payment for Training**

43.1 Scope of Agreement - This agreement applies to Company authorised training to allow employees to:

43.1.1 carry out the full range of duties of his or her current classification; and/or

43.1.2 progress within the appropriate Employee Job Development model;

provided that the employee's attendance at authorised training has been approved by supervision after consideration of the employee's and Company's needs, including operational requirements. Any refusal by supervision to grant such approval is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

This agreement does not apply to training which is generally not associated with:

43.1.3 allowing employees to carry out the full range of duties of his or her current classification; and/or

43.1.4 the appropriate Employee Job Development model,

such as occupational health and safety committee training, trade union training, full time training (eg apprentices) or training such as that covered by the Approved Student and Cadet Schemes and University Degrees.

So far as is reasonably practicable, having regard to operational requirements and the need to minimise labour costs additional to those of the employee's paid ordinary hours, an employee's training will be done during the employee's ordinary hours of work (including where appropriate by rescheduling those hours).

43.2 Payments - Where with the approval of the Company an employee attends training authorised by the Company, the employee's attendance will be on the following basis:

43.2.1 TAFE and other externally provided training whether conducted on or off the plant:

(a) during ordinary working hours - no deduction from the employee's ordinary wages;

(b) outside ordinary working hours - attendance and payment at single time payment will be approved in accordance with the needs of the authorised training. Generally this training will not exceed 6 hours per week except that additional training may be approved and single time payment will be made if exceptional training requirements exist.

43.2.2 Other classroom training:

during ordinary working hours - no deduction from the employee's ordinary wage;

outside ordinary working hours - single time payments.

43.2.3 Computer aided or computer based training during ordinary working hours - no deduction from the employee's ordinary wage.

43.2.4 Computer aided or computer based training outside ordinary working hours - single time payment for the time spent training up to the maximum of the course duration as determined by the course designer or course coordinator. No payment will be made for time beyond that duration. Any refusal of payment is subject to review under the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.2.5 On-the-job training:

- (a) during ordinary working hours - no deduction from the employee's ordinary wage;
- (b) outside ordinary working hours - single time payment for the employee's initial training period. However, once the employee has completed the initial training period and commences experience training the appropriate award overtime rates of pay will apply.

For the purposes of 43.2.5(b) above:

"initial training" is the training which an employee undertakes to the point where the employee's supervision is satisfied that the employee has acquired sufficient knowledge and understanding of a skill, task or function to perform that skill, task or function; and

"experience training" is the training, if applicable, following initial training during which an employee is gaining experience in the skill, task or function which is required for the purpose of accreditation.

43.3 Repeat Training

43.3.1 If an employee fails to pass an accreditation stage:

- (a) but has genuinely applied themselves to training (as determined by supervision), supervision will authorise and pay the employee for additional training at a mutually agreed time (which fits in with the employee's departmental requirements and does not disadvantage other employees);
- (b) and has not made a genuine effort (as determined by supervision), the employee will be placed at the bottom of the training waiting list for that training requirement. The employee will not be paid for repeat training outside ordinary working hours, and unless circumstances require a different approach, repeat training will not be arranged during ordinary working hours.

43.3.2 Repeated failure will result in counselling by supervision to determine a solution.

43.3.3 Any disputes arising in relation to 43.3.1(a), 43.3.1(b) and 43.3.2 will be progressed through the established procedure for resolving industrial claims, issues and disputes or other local arrangements.

43.4 Refresher Training - In the case of an employee who is undertaking authorised refresher training (eg a forklift driver who has not driven a forklift for 5 years), the employee will receive payment in accordance with the appropriate payment for training provision in 43.2.

43.5 Definitions

43.5.1 "ordinary working hours" means:

the employee's normal working hours in the case of a Day Worker;

the employee's rostered on shifts in the case of a Shift Worker;

the employee's rescheduled rostered on shifts in the case of a Shift Worker whose shifts have been rescheduled for the purposes of approved training.

- 43.5.2 "ordinary wage" means the employee's ordinary award rate and the applicable overaward or bonus for the employee's classification under clause 6, Rates of Pay, where applicable includes:
- (a) shift allowance under clause 15, Shift Work Allowances for Shift Workers;
 - (b) weekend premiums;
 - (c) all purpose allowances, under clause 8, Special Rates (All Purpose);
- It excludes:
- (d) disability rates, under clause 9, Disability Rates, if these are not experienced.
- It is paid for time spent in tuition, travelling and examination only.
- 43.5.3 "single time payment" means the employee's ordinary award rate and applicable overaward or bonus for the employee's classification, under clause 6, Rates of Pay. It excludes:
- (a) shift allowance under clause 15, Shift Work Allowances for Shift Workers;
 - (b) weekend premiums, under clause 16, Saturday Rates of Shift Workers, and clause 18, Sunday and Public Holiday Rates;
 - (c) all purpose allowances, under clause 8, Special Rates (All Purpose);
 - (d) disability rates, under clause 9, Disability Rates; and
 - (e) overtime, under clause 22, Overtime.
- It is paid for the time spent in tuition and examination only.
- 43.5.4 "classroom training" means training conducted by a trainer, supervisor or other suitably qualified person in any training centre, conference room, crib room or office.
- 43.6 Miscellaneous
- 43.6.1 An employee is training until he or she receives accreditation for the skills being learned.
- 43.6.2 Where an employee is required to travel from work, during ordinary working hours, to attend TAFE or other externally provided training, or travel from training back to work, the employee will be allowed up to 30 minutes travelling time. This travelling time will be paid at the employee's ordinary wage. If the travelling time is outside the employee's ordinary working hours, no payment will be made.
- 43.6.3 Employees will not be expected to work excessive hours and attend at the same time (ie an employee will not be expected to work and train on sequence of doublers).
- 43.7 Exceptions to subclause 43.2
- 43.7.1 If an employee is required to attend authorised training outside ordinary working hours on a Saturday, Sunday, Public Holiday, or rostered day off, the employee will be entitled to the appropriate penalty payments, or by agreement, time off in lieu.

For the purposes of 43.7.1:

- (a) "appropriate penalty payments" means the appropriate award overtime payments, under clause 22, Overtime, clause 16, Saturday Rates of Shift Workers and clause 18, Sunday and Public Holiday rates;
 - (b) shift allowance is not paid on any shift; and
 - (c) "time off in lieu" is equal or single time, not penalty time (eg. if an employee trains for 8 hours on Saturday and it is agreed that the employee has time off in lieu, the employee has 8 hours off work).
- 43.7.2 Employees attending authorised training on compulsory "ring roster days" or "21st shifts" will be paid according to his or her roster (i.e. overtime rates).
- 43.7.3 Employees asked to remain at work or attend work outside his or her ordinary working hours for the purpose of performing work will be paid overtime. If, during such work, training is carried out (eg. during a mechanical breakdown) the employee will continue to be paid overtime for the training period.
- 43.7.4 No payment will be made for:
- (a) time spent in personal study and/or private tuition;
 - (b) time spent enrolling in authorised external courses (eg TAFE);
 - (c) time spent in preparation of assignments;
 - (d) waiting time between courses;
 - (e) time spent on text based self-guided learning.
- 43.8 Payment of Course Fees - Unless an employee has failed to complete training through insufficient effort or application the Company will reimburse to the employee the cost of any authorised training fees associated with authorised training. Textbooks and other material associated with the training will be paid by the employee.
- 43.9 Award Provisions - The following provisions of this award continue to apply to employees required to train:
- 43.9.1 clause 20, Transfer of Day Workers from Day Work to Shift Work; and
 - 43.9.2 clause 22.3.7, Transport Home, of clause 22.

44. Lump Sum Payment Scheme

- 44.1 Purpose of the Agreement - This clause provides for a quarterly Lump Sum Payment directly related to business performance improvement measured against performance indicators.

The purpose of the agreement is to:

- 44.1.1 Reinforce commitment to the understandings to work to ensure a viable steel making industry at Port Kembla.
- 44.1.2 Assist in achieving the Company's critical business objectives. In this regard the parties commit themselves to co-operating in measures to achieve and maintain world class steel operations.
- 44.1.3 Recognise the contribution of employees to improved performance when this has occurred.

- 44.2 Payment - Lump Sum Payments will be made to all employees of the Company on the payroll at the end of that quarter for which the payment is made, except employees off work on non-accident pay workers' compensation. This performance recognition payment will be calculated as a percentage of total gross earnings, as defined.

Employees who leave the Company during the period, will not be eligible for payment.

- 44.3 Principles of Payments System - The terms of the performance improvement recognition payments system are:

- 44.3.1 In addition to other payments, there will be a quarterly performance recognition payment directly related to reasonably achievable business performance improvements measured against the agreed performance indicator.

The agreed performance indicator at Springhill and CRM will be determined by the Company following consultation with the unions who are party to this award.

- 44.3.2 The performance recognition payments will be paid at the end of each quarter and will be calculated as a percentage of total gross earnings.

For this purpose, total gross earnings does not include payments in respect of absences on workers' compensation by employees not in receipt of accident pay or termination payments or performance recognition payments paid during the quarter but related to a previous quarter.

- 44.3.3 The percentage of total gross earnings to be paid will be determined by reference to the actual performance measured against the 4.5 per cent target performance indicator.

- 44.3.4 On achievement of the agreed performance targets, 4.5 per cent of total gross earnings as defined for the purpose of the Scheme, with payments varying above and below this amount possible depending on performance.

The maximum quarterly payment to be made under this Scheme will not exceed 5.5 per cent of gross earnings.

- 44.3.5 Payments will be included in the direct deposit and (itemised separately) on the pay docket of the first administratively convenient pay fortnight following the end of a quarter. Payments will be taxed at the individual's appropriate marginal rate in the pay fortnight in which the payment is made. The payments, including tax deductions, will be included in each employee's Group Certificate.

- 44.4 Required Actions - The parties acknowledge that the continued viability of Springhill and CRM is dependent upon taking continual steps to reduce total costs, increase prime product tonnes, and promote adherence to agreed dispute settling procedures.

DIVISION 2 - WORK REDESIGN AGREEMENTS

45. Metal Coating Lines

- 45.1 Production Support - Metal Coating Lines

- 45.1.1 Application

- (a) This agreement applies to all employees of BlueScope Steel Limited employed in the Production Support section in the Metal Coating Lines Department under the classifications contained in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

- (b) The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.
- 45.1.2 Team Values - The following values have been agreed to provide a shared framework for the successful operation of each team. Their application will complement the direction and values of the Metal Coating Lines:
- (a) Safety - Safety is the Number 1 focus for all.
- (b) Customers - Do everything we can to satisfy our customers' needs.
- (c) Results - Do our best and look for ways to improve everything we do.
- (d) People - Value, recognise and develop our people.
- (e) Fairness - Give everyone a fair go. Treat people equally and consistently.
- (f) Respect - Have respect and care for the individual, the company and the community.
- (g) Honesty - Be open, honest and trustworthy.
- 45.1.3 Hours of Work - The 12 hour 7 day continuous shift roster to be implemented as part of the team work system has been agreed by the parties.
- (a) The standard hours of work shall be an average of 38 hours per week.
- (b) The shift system being worked may be varied after consultation to suit the circumstances of the operation.
- (c) Under normal operational requirements, a maximum of 4 x 12 hour shifts over four consecutive days may be worked.
- (d) Under normal operational requirements, a maximum of four additional hours may be worked immediately following a 12 hour ordinary shift.
- (e) Where 12 hour shifts are worked, two meal breaks will be taken. The team will determine the timing of such breaks, having regard to work requirements.
- (f) The team will be responsible for ensuring that relief at the change of every shift occurs with no disruption to operations.
- 45.1.4 Additional Hours - All employees will receive a prepaid allowance for additional hours and will be required to work additional hours to cover absences and meet operational requirements. It is the defined work team's responsibility to establish a fair system to ensure that all such events are defined and covered. These arrangements ensure that a full labour complement is available at the commencement of every shift. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. Employees will be entitled to an additional payment provided it is within the following guidelines:
- Where 80 per cent of employees in a defined work team have each worked more than their pre-paid additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the pre-paid hours. The base rate for their classification will be used for this calculation (refer Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

45.1.5 Public Holidays Falling During Annual Leave - The additional payment component of the annualised salary includes payment for all public holidays falling during periods of annual leave.

45.1.6 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees will be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

- (a) the circumstances and nature of the illness or injury; and
- (b) the history of work performance and attendance.

45.1.7 Annualised Salaries - General - All employees working as part of the Production Support Teams at the Metal Coating Lines under the classifications listed in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

- (a) provide a stable income, with a standard pay on a fortnightly basis for the individual;
- (b) reduce inefficiencies by building in payment for a set number of additional hours; and
- (c) support the team concept.

The annualised salary is made up of four components:

- (d) Base Rate - Payment includes the award wage and overaward (bonus) payments.
- (e) Additional Payments - Payment for all public holidays (worked and rostered).
- (f) Shift Work Payments and Penalties - Payments for all disabilities and disturbances associated with shift work and the working of regular rostered shifts on weekends.
- (g) Additional Work Hours - Payment for work undertaken as required outside ordinary shift or day hours.
- (h) The calculation of this annualised salary is contained in Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

45.1.8 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 1 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

46. Maintenance

46.1 Springhill Maintenance Support

46.1.1 Application

- (a) This agreement applies to all employees of BlueScope Steel Limited employed in the Springhill Maintenance Support department under the classifications contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.
- (b) The parties agree that this agreement will have no application to and will in no way create a claim for flow on of salaries and conditions provided for in this agreement to employees in the Company or any other department or division unless by agreement.

46.1.2 Team Concept - The Springhill Maintenance Support group are committed to effectively using departmental employees to work on down days to minimise contract labour and reduce maintenance costs while managing existing shop work in an efficient and economical manner.

46.1.3 Hours of Work - The hours of work for the group is based on a 5 day a week 8 hour day operation. This currently provides the best strategic coverage of the Springhill maintenance needs.

The standard hours of work shall be 38 hours per week.

By mutual agreement within a team, the start and finish times may be changed to better service down days, and any other particular work requirements.

Team members working on plant down days who finish their teams scope of work inside the allotted 8 hour day will return to the workshop and complete their shift by carrying out other duties within the department's normal scope of work.

Flexible shift arrangements are a part of this redesign and they can occur where there has been adequate forward planning. The flexibility of shifts should be arranged having regard to the capability of the department to perform both shop work and down day workload. Adequate notice of 48 hours should be given to employees of the requirement to change shifts. This should be shared amongst the various teams and their team members. Flexible shifts will be worked on the same day as the employee's normal shift.

46.1.4 Additional Hours - All employees will receive a prepaid allowance for additional hours and will be required to work additional hours to meet operational and departmental work requirements. It is the work team's responsibility to establish a fair system to ensure that adequate labour is available to undertake the required work. Records will be kept on all hours worked and a review of the additional work hours payment will be made as required. Employees will be entitled to an additional payment provided it is within the following guidelines:

Where 80 per cent of employees in a defined work team have each worked more than their pre-paid additional work hours in a 13 week period, then each individual who has exceeded these hours will be paid at the rate of double time for those hours in excess of the pre-paid hours. The base rate for their classification will be used for this calculation (refer Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications).

46.1.5 Overtime Meals - There are no entitlements to the provision of a meal allowance, or a suitable meal free of cost under clause 22, Overtime of Part A - General Conditions for employees under this Agreement.

- 46.1.6 Sick Leave - Employees are expected to attend work regularly. Discretionary sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness will continue to receive their salary as per Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. Employees will be required to provide a medical certificate or other evidence where the absence is more than two days or more than a total of five single days in any year or where a marked pattern of absences is developing.

In instances where an individual continually abuses the sick leave provisions the team and management jointly have the discretion to withhold payment for the absence.

Requirements for extended periods of sick leave will be considered jointly by the team and/or management, taking into account:

- (a) the circumstances and nature of the illness or injury; and
- (b) the history of work performance and attendance.

- 46.1.7 Annualised Salaries - General - All employees working as part of the Springhill Maintenance Support teams under the classifications listed in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications, will be paid an annualised salary.

The annualised salary will:

- (a) provide a stable income, with a standard pay on a fortnightly basis for the individual;
- (b) reduce inefficiencies by building in payment for a set number of additional hours; and
- (c) support the team concept.

The annualised salary is made up of four components:

- (d) Base Rate - Payment includes the award wage and overaward (bonus) payments.
- (e) Additional Payments - Payment for allowances and loading under clause 8, Special Rates (All Purpose), clause 9, Disability Rates and clause 26, Annual Leave.
- (f) Additional Work Hours - Payment for work undertaken as required outside ordinary hours.
- (g) The calculation of this annualised salary is contained in Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications.

- 46.1.8 Annualised Salaries - Rates - Employees will be paid salaries in accordance with Item 2 of Table 4 - Annualised Salary Rates of Pay of Part C - Monetary Rates - Restructured Classifications. All salaries will be paid fortnightly by electronic funds transfer directly into an account nominated by the employee with a bank, building society, credit union or other financial institution recognised by the Company.

PART C

MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworker Rates of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2004 \$
1. Metal Coating Lines Department	
Entry Level	555.20
Level 1	590.70
Level 2 Entry	621.50
Level 2 Delivery	636.90
Level 3 Entry	652.40
Level 3 Delivery	670.80
Level 4 Entry	689.30
Level 4 Delivery	707.80
Senior Operator	765.20
Production Support	
Entry Level	544.70
Level 1	578.50
Level 2	606.00
Level 3	621.50
Senior Operator	765.20
2. Uncoated Department	
Coupled Pickle Cold Mill	
Learner Operator	571.70
Operator 1	636.00
Operator 2	670.60
Operator 3	707.30
Operator 4 Relief Roller	758.30
Roll Shop Operator	583.10
3. Painting And Finishing Department	
No. 3 Paintline	
Operator 1	576.50
Operator 2	597.50
Operator 2A	598.20
Operator 3	636.90
Operator 4	685.10
Operator 5	707.80
Slit Recoil Line - Now Closed	
Operator 1	590.70
Operator 2	652.40
Operator 3	696.10
Finishing	
Entry Level Operator	523.00
Operator Level 1	566.00
Operator Level 2	643.90
Operator Level 3A	668.60
Operator Level 3	696.10
Finishing Department Facilitator	765.20
4. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworker - Level 1	539.20
Maintenance Ironworker - Level 2A	553.70
Maintenance Ironworker - Level 2	583.10
Maintenance Ironworker - Level 3	612.50

Table 2 - Graded Trades Rates of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2004 \$
1. Electrical Trades (inclusive of a tool allowance of \$11.30 per 38-hour week) -	
Electrical Tradesperson (E) Base Level	669.20
Electrical Tradesperson (E) Level 1	692.70
Electrical Tradesperson (E) Level 2	721.40
Electrical Tradesperson (E) Level 3	749.80
Electrical Tradesperson (E) Level 4	780.60
Electrical Tradesperson (E) Level 5	798.90
Electrical Tradesperson (E) Level 6	843.90
2. Mechanical Trades (inclusive of a tool allowance of \$11.30 per 38-hour week) -	
Graded Tradesperson (M) Base Level	652.40
Graded Tradesperson (M) Level 1	674.90
Graded Tradesperson (M) Level 2	702.50
Graded Tradesperson (M) Level 3	730.10
Graded Tradesperson (M) Level 4	759.90
Graded Tradesperson (M) Level 5	777.20
Graded Tradesperson (M) Level 6	820.40

Table 3 - Apprentices

	Rate of pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2004 \$	
1. Four Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	267.80	4.50
Apprentice 2nd Year	345.60	5.85
Apprentice 3rd Year	460.00	8.00
Apprentice 4th Year	550.10	9.60
2. Three Year Term	Rate of Pay	Tool Allowance
Apprentice 1st Year	306.50	5.10
Apprentice 2nd Year	460.00	8.00
Apprentice 3rd Year	527.50	9.40

Table 4 - Annualised Salary Rates of Pay**Item 1. Production Support**

Rates of Pay for Production Support Operators (Annualised) - From the first pay period commencing on or after 18 March 2004

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Shift Work Payments and Penalties \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Entry	708.40	36836.80	3075.95	11938.07	11545.14	63395.96	1219.15
Level 1	774.60	40279.20	3363.39	12753.38	12577.40	68973.38	1326.41
Level 2	810.80	42161.60	3520.58	13199.21	13141.87	72023.26	1385.06
Level 3	859.50	44694.00	3732.04	13798.99	13901.26	76126.29	1463.97

Item 2. Springhill Maintenance Support

Rates of Pay for Springhill Maintenance Support employees (Annualised) - From the first pay period commencing on or after 18 March 2004

Mechanical Tradespersons

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Base	835.60	43451.20	1515.68	13307.36	58274.24	1120.66
Level 1	865.80	45021.60	1539.84	13786.23	60347.67	1160.53
Level 2	893.40	46456.80	1561.92	14223.87	62242.59	1196.97
Level 3	932.40	48484.80	1593.12	14842.27	64920.20	1248.47
Level 4	962.20	50034.40	1616.96	15314.80	66966.16	1287.81
Level 5	979.50	50934.00	1630.80	15589.12	68153.92	1310.65
Level 6	1022.70	53180.40	1665.36	16274.12	71119.89	1367.69

Electrical Tradespersons

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Base	879.60	45739.20	1550.88	14005.05	61295.13	1178.75
Level 1	910.80	47361.60	1575.84	14499.77	63437.21	1219.95
Level 2	939.50	48854.00	1598.80	14954.86	65407.66	1257.84
Level 3	979.30	50923.60	1630.64	15585.95	68140.19	1310.39
Level 4	1010.10	52525.20	1655.28	16074.33	70254.81	1351.05
Level 5	1028.40	53476.80	1669.92	16364.51	71511.23	1375.22
Level 6	1073.40	55816.80	1705.92	17078.05	74600.77	1434.63

Maintenance Ironworkers

Level	Weekly Base Rate	Annual Base Rate	Additional Payments	Additional Work Hours Payment	Total Annual Rate	Total Weekly Rate
	\$	\$	\$	\$	\$	\$
Level 1	693.90	36082.80	1402.32	11060.48	48545.60	933.57
Level 2	708.40	36836.80	1413.92	11290.40	49541.12	952.71
Level 2A	747.70	38880.40	1445.36	11913.56	52239.33	1004.60
Level 3	788.80	41017.60	1478.24	12565.27	55061.11	1058.87

Table 5 - Other Rates and Allowances

Item No	Clause No	Brief Description	From first pay period commencing on or after 18 March 2004
	8	Special Rates -	
1	8.1	Electrical Trades Licences -	Per 38-hour week
		Qualified Supervisor's Certificate (Electrician) Allowance	\$27.20
		Certificate of Registration (Electrician) Allowance	\$14.60
2	8.2	Scaffolder's Licence -	Per 38-hour week

		Certificate of Competency as a Scaffolder:	
		Class 1 or 2	\$7.40
		Class 3 or 4	\$4.20
	9	General Disability Rates -	
3	9.1.1	Hot Places -	Per Hour
		Electrical and Mechanical Tradespersons and maintenance non-trades employees:	
		Temperature raised artificially to between 46 and 54 degree Celsius	\$0.40
		Temperature exceeds 54 degrees Celsius	\$0.50
4	9.1.2	Wet Work -	Per Hour
		All employees	\$0.40
5	9.1.3	Dirty Work -	Per Hour
		Mechanical and electrical tradespersons and maintenance non-trades employees	\$0.40

6	9.1.4	Restrictive Spaces -	Per Hour
		Electrical and Mechanical tradespersons and maintenance non-trades employees	\$0.50
7	9.1.5	High Places -	Per Hour
		Electrical tradespersons	\$0.29
8	9.1.6	Explosive Powered Tools -	Per Hour
		Electrical and Mechanical tradespersons and maintenance non-trades employees	\$0.14
		Minimum payment	\$1.01
	9.1.7	Toxic Substances -	Per Hour
9		Quantities of 0.5 kg or over	\$0.52
10		Working in close proximity to employees so affected	\$0.44
	15	Shift Work Allowances for Shift Workers -	From first pay period commencing on or after 18 March 2004
11	15.1.1	Shift Workers whilst working rotating shift	\$61.80 per 38 hour week
12	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift	\$41.20 per 38 hour week
13	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift	
		(a) day shift, night shift	\$61.80 per 38 hour week
		(b) day shift, afternoon shift	\$52.60 per 38 hour week
		(c) day shift, day shift, afternoon shift	\$52.60 per 38 hour week
		(d) day shift, day shift, night shift	\$52.60 per 38 hour week
14	15.1.3	Shift Workers working shift work on shift systems as follows:	
		(a) night shift, afternoon shift	\$82.20 per 38 hour week
		(b) night shift only	\$82.20 per 38 hour week
		(c) afternoon shift only	\$82.20 per 38 hour week
15	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked	\$24.80 per shift

16	22.3.4, 22.3.5(b) and 22.3.6	Overtime, meal allowance -	\$9.00 per meal
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PART D

APPENDIX - UNRESTRUCTURED CLASSIFICATIONS

A. Application

The clauses contained in this appendix apply only to those classifications listed in clause E, Rates of Pay - Unrestructured Classifications, of this appendix.

B. Leading Hands

Employees appointed by the Company as leading hands will be paid additional amounts as set out below.

Leading Hands -	From first pay period commencing on or after 18 March 2004 per 38-hour week
Production Leading Hands:	
If in charge of not more than five employees	20.20
If in charge of more than five but not more than fifteen employees	30.40
If in charge of more than fifteen	42.70
Maintenance Leading Hands:	
If in charge of not less than three and not more than ten employees	27.80
If in charge of more than ten and not more than twenty employees	41.90
If in charge of more than twenty employees	53.50

C. Mixed Functions

Unless otherwise specified, the following will apply:

- C.1 Employees who are required to do work carrying a higher rate than his or her ordinary classification for 2 hours or more on any day or shift, will be paid at the higher rate for the whole of the day or shift.
- C.2 Subject to C.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least 1 hour, will be paid the rate prescribed for such work whilst so engaged.
- C.3 Employees required to do work carrying a lower rate than his or her ordinary classification will be entitled to payment at the rate of his or her ordinary classification except:
- C.3.1 Where, because of a strike by fellow employees in the establishment in which this person is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least 1 hour; and
- C.3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.

C.3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

D. Tool Allowance

Tradespersons - A tradesperson will be paid an allowance as set out below per 38-hour week for supplying and maintaining tools ordinarily required in the performance of his or her work as a tradesperson. The allowance will apply for all purposes of the award.

Tool Allowance	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2004 \$
Mechanical Tradesperson	\$11.30
Electrical Tradesperson	\$11.30

E. RATES OF PAY - UNRESTRUCTURED CLASSIFICATIONS

	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2004 \$
1. METAL COATING LINES DEPARTMENT	
Continuous Galvanising Lines	
Operator	674.50
Selas Furnace Operator	615.30
Pot Operator	615.30
Helper	550.40
Delivery End Line Helper/Tester	563.40
Reclassing Operator	647.60
Inspector General	592.10
Miscellaneous	
Testing Officer	609.40
Crane Driver	568.10
Crane Chaser	541.40
2. PAINTING & FINISHING DEPARTMENT	
Inspector - General	592.10
3. MAINTENANCE	
Electrical Trades	
The following tradesperson classifications apply only to employees who are classified as such as at 18 May 1987	
Electrical Tradesperson~	647.20
Electrical Tradesperson Grade 1	665.60
Electrical Tradesperson Grade 2	683.70
Electrical Tradesperson Grade 3	716.20
Electrical Tradesperson Grade 4	744.10
Senior Electrical Tradesperson	716.20
Equipment Inspection Tradesperson	665.60
Instrument Fitter	683.70
Instrument Tradesperson Grade 1	683.70
Instrument Tradesperson Grade 2	716.20
Instrument Tradesperson Grade 3	744.10

Electronics Tradesperson Grade 2	716.20
Electronics Tradesperson Grade 3	744.10
Electrical Linesperson	647.20
Mechanical Trades	
Senior Tradesperson - Boilermaking	708.60
Senior Tradesperson - Fitting	698.20
Equipment Inspection Tradesperson	648.20
Boilermaker	629.90
Fitter	629.90
Turner	639.10
Welder - Special Class	639.10
Welder 1st Class	629.90
Roll Grinder	629.90
Machinist 1st Class	629.90
Machinist 2nd Class	546.80
Machinist 3rd Class	523.90
Marker Off	639.10
Boilermaker and/or Structural Steel Tradesperson Marker Off	639.10

Maintenance Non-Trades	
Labourer whose work includes painting	523.90
Other Labourer	516.40
Drainer	560.50
Brush Hand	551.90
Shear Blade Grinder	546.80
Shot Blast Machine Operator	541.40
Plant Greaser	530.70
Centrifuge Attendant	523.90
Oil Cellar Attendant - Springhill Mill	560.50
Oil Cellar Attendant - Other	551.10
Machine Cleaner	516.40
Battery Charger	535.10
Vulcaniser	541.40
Gear Chaser	564.20
Mechanical Sweeper Driver	516.40
Garbage Loader	523.90
Trackperson	530.70
Employee directly assisting engineer Tradesperson, Blacksmith tradesperson, Boilermaker Tradesperson and Steel Construction Tradesperson	516.40
Assistant to Electrical Tradesperson	526.30
Water Treatment Officer	647.10
Store person Chasers Certificate	541.40
4. CRM	
No. 1 Coil Paint Line	
Entry Operator	551.90
Leading Coater	610.80
Coater	579.70
Delivery Operator	568.10
Utility	526.30
Quality Assistant	610.80
Laminator	599.20
Despatcher	629.20

Crane Driver	568.10
Forklift Driver	568.10
Coil Packer	537.50
Press Shear Operator	541.40
Crane Chaser Special Duties	541.40
Operator 1	576.50
Decarbonising Line	
Operator	627.50
Assistant Operator	599.90
Feeder	564.20
Pluto Line	
Operator 1	570.50
Operator 2	585.60
5. MISCELLANEOUS	
Diesel Driver - PC&T	658.80
Inspector General - PC&T	592.10
Clerk Grade 1	668.80
Clerk Grade 2	640.60
Clerk Grade 3	625.70
Clerk	609.70
Clerk - MD&P	609.70
Motor Lorry Driver	630.40
Forklift Driver	568.10
Raw Coil Co-Coordinator (CPCM)	637.30
General Labourer	512.30
Change House Attendant	512.30
Sweeper Cleaner	512.30
Labourer Painting Safety Lines	516.40
Labourer - Sheet Inspection	523.90

PART E - SCHEDULE

SCHEDULE 1

SPRINGHILL PROCEDURE TO MEET URGENT CUSTOMER NEEDS

Operation and Intent

This procedure prescribes how clause 37 - Regulation of Disturbances to Production and Supply, and particularly subclause 37.4 - Meeting Urgent Customers Needs of this Award is to be implemented at Springhill Works.

This procedure applies where there is a need to supply customers with urgent orders, so as not to affect their normal operations, during the unlikely event of an industrial dispute.

All disputes and issues should be resolved in accordance with the dispute settling procedure and without recourse to industrial action that would adversely impact on those customers.

Procedure

1. Advising Industrial Disputation - in the unlikely event of industrial action occurring, employee representatives and/or union officials will immediately advise the Painting and Finishing Manager that employees have voted to go on strike, before employees leave the site.

2. Immediate Despatch Discussions - before employees leave the site as a result of the industrial action, employee representatives and/or union officials will hold a discussion with Company officers in relation to urgent orders and/or maintenance work which is necessary to allow urgent despatch (eg fork lift or crane maintenance). This discussion will generally involve:

- (a) PFD Manager and/or PFD Operations Co-ordinator;

finishing employee representative and/or Paintline employee representative;

relevant union official (if applicable); and

Customer Service Officer(s).

The minimum number of employees, to safely and efficiently complete the urgent despatch work will remain at work until these discussions are held and items despatched. It is anticipated that any required maintenance personnel would only need to remain at work during such discussions if there is incomplete maintenance work that must be finished to allow urgent despatch of product.

All other circumstances where trades persons may need to attend to equipment issues to ensure urgent despatch continues can be dealt with under point 4 of this procedure.

3. Urgent Despatch List - so as not to affect a customer's normal operations and cause a stock out of any product (as per the definition in clause 37.4.11 of this Award), a list of urgent despatch items already packed and awaiting despatch, will be prepared by the Customer Service Officer. This list will include two groups of customers:

- (a) STOCKSAVER Customers: customers on Stocksaver have their inventory levels managed by the Company via Customer Care. Current customers on this system include:

Lysaght (Building Products)

Stramit

Metroll

ExoSteel (Fielders)

Those customers on Stocksaver whose inventory for a particular product reflects a negative free in store stock level are deemed to be "stocked out" and requiring urgent despatch.

- (b) Non-STOCKSAVER Customers: customers may have their inventory managed by KANBAN (Just-In-Time) (eg Electrolux), by nominal lead-time offers, or by other ordering methods. For these customers, the Customer Service officer will highlight critical despatches required on an ongoing basis to ensure that a stockout of a particular product which would affect the customers normal operations does not occur.

The Customer Service Officer will prepare a list of urgent despatches, for the above groups of customers. The report will contain details of the following:

name of the customer;

product and quantity required;

destination for delivery; and

when it will be required.

The items as determined by Customer Services must be despatched. Where there is disagreement about urgent items, this will be discussed when employees return to work (see point 8).

This Customer Service report will be provided to the relevant employee representatives and/or union officials at the despatch discussions (see point 2 above). It will also be faxed to the relevant union office(s).

4. Despatch of Urgent Orders - the items listed in the Customer Service report will be despatched at approximately the commencement of each shift, i.e. 6.30am - dayshift , and 6.30pm - nightshift, on the following basis:
 - (a) Roster: Employees should agree on a roster to determine who will stay, or come in to work, to perform the necessary tasks to despatch the urgent orders. This roster should be made available to employees so they are aware when they are required. These employees must attend or organise another employee to swap their place in the roster.
 - (b) Manning: A minimum number of employees will be made available as is required to safely and efficiently carry out the despatch work.
 - (c) Time at Work: Employees will only be required to work for the time it takes to organise and complete the despatch of items.
 - (d) Payment: Employees will be paid the appropriate award rates for the time they are at work performing urgent despatch, rounded to the nearest 15 minutes.
 - (e) Despatch methods: Despatch will occur either by truck, or rail, direct to the customer, or via a warehouse facility. Transportation (i.e. trucks and trains) will be organised to be available at the start of each shift to despatch these items and minimise delay.
5. Ongoing Discussions - discussions will be held regarding urgent despatch on an ongoing basis throughout the period of the industrial action, and will occur at 6.30am each morning, and 6.30pm each night, or as otherwise necessary (refer to point 2).
6. Residual Processing Work - there may be instances where some residual work needs to be completed to allow urgent orders to be processed and despatched. This could include shearing, levelling, inspecting and packing, or the completion of a run/batch of product at the CPCM, MCL or Paintline. Discussions will be held with a view to reaching agreement to perform this residual work. If no agreement is reached either party may seek the assistance of the Industrial Relations Commission of New South Wales.
7. Maintenance Work - Springhill Maintenance Support who service all Springhill cranes, and PFD Maintenance, will be required to perform any necessary work on equipment to allow the despatch of urgent items. This will include situations where those groups are on strike themselves. Arrangements in clause 4 (above) applies to these situations.

The performance of maintenance work also includes contractors required to repair/maintain despatch related equipment (eg fork lifts).

8. Disagreement Regarding "Urgent Orders" - where a disagreement arises concerning urgent orders, orders as determined by the Customer Services Officer must still be despatched. Either during the stoppage or at the conclusion of the industrial dispute and employees have returned to work, a discussion will be held which will generally involve Customer Service/Logistics, Operations, Union Officials and Employee Representatives in an effort to resolve the disagreement. If the parties are unable to agree, then the issue will be referred to the NSW IR Commission for resolution. If there is a disagreement about what is urgent during strike action, the despatch of product will continue even once the IRC is involved.

9. Areas not on Strike - whilst PFD employees are on strike, all other areas of the site will continue to perform their normal work. This may require product to be placed in other areas and/or transported to allow operations to continue for as long as possible. This includes planned maintenance work being performed in the area(s) of the employees on strike.
10. Redress if product is not urgent - if during the process described in point 8 above it has been demonstrated that the Company knowingly had product despatched that was not urgent (by definition of clause 37.4.11 of this award), the Unions may make application to the Industrial Relations Commission of New South Wales of an industrial dispute for the removal (in part or whole) of the Urgent Despatch provisions (sub clause 37.4). The unions bear the onus of making out a case for such removal. The Commission's determination shall be binding on the parties.

M. J. WALTON *J, Vice-President.*
 P. J. SAMS *D.P.*
 J. P. GRAYSON *D.P.*
 I. R. NEAL, Commissioner.

Printed by the authority of the Industrial Registrar.
 (492)

SERIAL C3030

**TEACHERS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF
 BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2911 of 2003)

The Honourable Justice Walton, Vice-President
 Mr Deputy President Sams
 Commissioner Redman

10 June & 6 August 2004

AWARD

PART A

CONDITIONS

1. Arrangement

This award is arranged as follows:

Clause No.	Subject Matter
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2.	Definitions
	(a) Teacher
	(b) Full-Time Teacher
	(c) Part-Time Teacher

- (d) Casual Teacher
- (e) Temporary Teacher
- (f) Graduate
- (g) Equivalent Qualifications or Equivalent Course
- (h) Recognised School
- (i) Recognised Higher Education Institution
- (j) Degree
- (k) Diploma
- (l) Teacher not Otherwise Classified
- (m) Two Years Trained Teacher
- (n) Three Years Trained Teacher
- (o) Four Years Trained Teacher
- (p) Five Years Trained Teacher
- (q) Conditionally Classified Two Years or Three Years Trained Teacher
- (r) Graduate without a Teaching Qualification
- (s) Teacher-Librarian
- (t) Senior Teacher 1
- (u) Assistant Principal
- (v) Positions of Special Responsibility
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- (x) Service Date
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 - 7.2 Application of Clause

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- 7.6 Teachers Whose Hours Have Varied
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 - 9.3 Interview with Employer
- 10. Sick Leave
 - 10.1 Entitlement
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 - 10.3 Evidence of Sickness
 - 10.4 Portability
- 11. Catholic Personal/Carer's Leave
 - 11.1 Use of Sick Leave to Provide Care and Support for a Family Member
 - 11.2 Use of Sick Leave for a Pressing Domestic Necessity
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PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Allowances for Positions of Special Responsibility

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Table 3B - Salaries for Assistant Principal Positions for the Archdiocese of Sydney and Diocese of Parramatta

Table 4 - Other Rates

Annexure A - Teacher Classifications, Teacher Librarians and Temporary Teachers

Annexure B - Portability

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours which a full-time teacher at the school is required to teach.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.

- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is greater than four school weeks. A teacher may be employed as a Temporary Teacher in the following circumstances:
- (i) where a teacher is employed to replace a teacher on leave or secondment.
 - (ii) where a school's staffing is to be reduced in the following year overall or in a department (in a secondary school). This may include but is not limited to circumstances such as declining enrolments or school amalgamations.
 - (iii) where a teacher is employed on a specific programme not funded by the diocese, or a new programme or initiative funded by the diocese which is not of an on-going nature.
 - (iv) where a teacher resigns during a school year and the usual diocesan practice is that such positions are filled on a temporary basis.
 - (v) where an ongoing position has not been able to be filled using normal selection criteria and the teacher has been informed of this in writing prior to the appointment.

Applicants must be advised in writing prior to accepting a position that it is temporary, the expected length of the appointment and the reason why it is temporary, such reason being one of the reasons specified above.

In the case of paragraphs (i), (ii) and (iii), the appointment may be for a period of up to two full school years. The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

In the case of paragraph (iv) the appointment may be for not longer than the end of the school year in which the appointment occurs.

In the case of paragraph (v) the appointment may be for a period of up to one full school year.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act 1990* or any registered special school within the meaning of that Act or school for the disabled.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.

- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years Trained nor Conditionally Classified Two or Three Years Trained nor a Graduate Without a Teaching Qualification.
- (m) "Two Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate in Education (four years full-time course); or
 - (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Year/Three Years Trained Teacher" means; a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
- (r) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian " means a teacher appointed as such.
- (t) "Senior Teacher - 1" means a teacher classified as such prior to the introduction of this award.
- (u) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (v) Positions of Special Responsibility:

- (i) "Co-ordinator 1" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as set out in the relevant Diocesan agreement.
 - (iv) "Senior Teacher 2" means a teacher who is a Senior Teacher and is appointed as a Senior Teacher 2 in the Archdiocese of Sydney with duties as set out in the relevant Diocesan agreement.
- (w) "Union" means the New South Wales Independent Education Union.
- (x) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (y) "Statement of Service" means a statement from an employer that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Selection and Appointment Procedures.

Normally, teaching positions except temporary positions of up to one term's duration and casual positions will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures.

3.3 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential duties.

3.4 Lunch Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.5 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
 - (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
 - (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this sub-clause with appropriate modification and shall be expected to participate as appropriate.
- 3.6 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.
- 3.7 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.
- 3.8 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable -

- (a) The minimum annual rate of salary payable to full-time teachers in schools shall be as set out in Table 1 - Wage Rates of Part B, Monetary Rates. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.
- (b) **Five Years Trained Teacher**

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.
- (c) **Four Years Trained**

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.
- (d) **Three Years Trained Teacher**
 - (i) A Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 13.
 - (ii) A Three Years Trained Teacher on Steps 3 to 8, who by further study, completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of incremental date and shall thereafter progress in accordance with years of service to Step 13 of the scale.

(e) Two Years Trained Teacher

- (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 9 of the scale.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (iii) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12.
- (iv) Such professional development, if it is to be considered for the purposes of subparagraph (ii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.

(f) Conditionally Classified Two Years Trained Teacher

A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to years of service to Step 6 of the scale; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(g) Conditionally Classified Three years Trained Teacher

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.

(h) Graduate Without A Teaching Qualification

A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall thereafter progress according to years of service to Step 13.

(i) Teacher Not Otherwise Classified

A Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to years of service to Step 6.

(j) Previous Award Classification

Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in sub-clause 4.1 of this clause an allowance as set out in Item 1 of Table 4 - Other Rates, of Part B, Monetary Rates.
- (b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in (a) of this sub-clause, a further allowance at the rate as set out in Item 2 of the said Table 4 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 4.

4.3 Credit For Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:
 - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
 - (iii) Service as a casual teacher shall be credited on the basis that 204 days of casual service are equal to a year of service.
- (b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with sub-clause 4.4.

4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (e.g. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

- (b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

- (c) Child-Rearing

A teacher who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

- (i) only one parent will receive the benefit for any particular period of child rearing;

- (ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and
- (iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

This sub clause will apply only to teachers employed or re-employed in Catholic school systemic schools after 7 April 1991.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this sub-clause.

4.5 Process For Applying For Credit For Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience shall be supported by a statement of service (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. In the case where the application was received within one school term of the date the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay

period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or

- (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, a Graduate Without a Teaching Qualification or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.8 Payment of Part-Time Temporary and Casual Teachers

- (a)
- (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
- (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours which a full-time teacher-librarian at the school would be required to work if employed.

- (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with corresponding classification.
- (c) The salary payable to a casual teacher shall be the appropriate rate in sub-clause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment or 408 in the case of a half daily payment plus an additional 5% loading, provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
Not Otherwise Classified	1
Graduate without a Teaching Qualification	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*.

4.9 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 4 - Other Rates of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.10 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.11 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment, including, where necessary and appropriate, discussion between the union and relevant employer representatives.

4.12 Annual Remuneration

- (a) Notwithstanding sub-clause 4.7, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this sub-clause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:

- (i) during employment; or
- (ii) on termination of employment; or
- (iii) on death

shall be at the rate prescribed by sub-clause 4.1, sub-clause 4.2 and sub-clause 5.1.

5. Promotion Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be as set out in Table 2 - Allowances for Positions of Special Responsibility, of Part B, Monetary Rates. Such allowances shall be in addition to the salary applicable to the appointee.
- (b) The allowance for the Assistant Principal position in the Diocese of Broken Bay shall be as set out in Table 3A - Allowances for Assistant Principal Position in the Archdiocese of Sydney and the Diocese of Broken Bay. Such allowance shall be in addition to the salary applicable to the appointee. Table 3A will only apply to the Archdiocese of Sydney prior to the first pay period on or after 1 January 2005.

The salaries for Assistant Principals employed in either the Archdiocese of Sydney or the Diocese of Parramatta shall be set out in Table 3B - Salaries for Assistant Principals positions for the Archdiocese of Sydney and Diocese of Parramatta. Table 3B will only apply to the Archdiocese of Sydney from the first pay period on or after 1 January 2005.

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for ten or more consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and in accordance with documented diocesan selection and appointment procedures and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in sub-clause 5.5, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a secondary department the hours of which aggregate more than 54 hours per week averaged over the school year (or in the case of the Diocese of Broken Bay more than 2000 indicative hours per annum) a Co-ordinator 2 shall be appointed to co-ordinate such area of instruction.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year or 4000 indicative hours per annum in the Diocese of Broken Bay. Where hours per week exceed 108 hours per week or exceed 4000 indicative hours per annum in the Diocese of Broken Bay the area of instruction shall attract the equivalent of a Co-ordinator 3. There is no requirement to appoint a Co-ordinator 3 as such, the position may be filled by appointing a Co-ordinator 2 assisted by a Co-ordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The position of Assistant Principal shall be appointed where the enrolment at the previous year's census date in a Secondary Department exceeds 200 students or in a Primary Department where the enrolment at the previous year's census date exceeds 100 students. Provided that an Assistant Principal need only be appointed in a Primary Department where the school only consists of a Primary Department or the Primary Department of the school is at a different location from the Secondary Department.
- (b) The minimum number of promotions points required to be appointed in a Secondary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points 7 - 12	Number of Points 7 - 10	Number of Points 11 - 12
1-200	-		
201-300	-	12	
301-400	16	16	
401-500	20	16	18
501-600	22	20	20
601-700	26	22	
701-800	30		
801-900	32		
901-1000	34		
1001-1100	37		
1101-1200	40		
1201-1300	42		

Note: This table does not include the positions of Principal or Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3.

- (c) The minimum number of promotions points required to be appointed in a Primary Department shall be determined in accordance with the points as set out in the following table:

Enrolment at Previous Year's Census Date	Number of Points
1-100	-
101-200	-
201-250	2
250-400	3
401-500	5
501-600	5
601-700	8
701-800	9
801+	11

Note: This table does not include allowance for the positions of Principal and Assistant Principal. The position of Information Technology Co-ordinator (where appointed) is included.

The number of Positions of Special Responsibility required to be appointed shall be calculated by allowing one point for each Co-ordinator 1, two points for each Co-ordinator 2 and three points for each Co-ordinator 3

5.6 Period of Appointment

The period of appointment shall be as specified in the relevant Diocesan enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of sub-clause 7.2 shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = The teacher's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of sub-clause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

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

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

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

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-term weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

7.4 Teachers who commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to sub-clause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who take Approved Leave Without Pay or Parental Leave

Where a teacher takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
 - (i) by applying for formula in sub-clause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of sub-clause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above. (Note - this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.

8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.

8.3 The loading shall be calculated:

- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
- (b) the period of annual leave calculated under subclause 8.6.

8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.

8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries and clause 5, Promotion Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to sub-clause 7.3, of clause 7 Annual Adjustment of Salary or subclause 16.4 of clause 16 Termination.

8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or sub-clause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representative

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to discuss union business with the employer or the Principal. Such discussion shall take place at a time and place convenient to both parties.

10. Sick Leave

- 10.1 Entitlement - Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:
 - (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.
 - (b) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
 - (c) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
 - (d) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
 - (e) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
 - (f) The teacher, if required by the employer, complies with subclause 10.4 of this clause.
- 10.2 Accumulation - Sick leave shall accumulate from year to year as follows:
 - (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.
 - (b) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- 10.3 Evidence of Sickness
 - (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
 - (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.

- (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
- (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
- (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the principal of the school and the Diocesan office.
- (v) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months if either party to the award so requests.

10.4 Portability

- (a) A teacher who was previously employed with another Catholic Diocesan Employer or Catholic Independent School as a full-time, part-time or temporary teacher, and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 29 January 1996 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with or in the Diocese.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
 - (i) The teacher has commenced employment with the Diocese within six months or two terms, whichever is the greater, of the teachers employment terminating with the other Catholic Diocesan Employer or Catholic Independent School.
 - (ii) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award and the teacher will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Diocesan Employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn and the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong; "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award and "Diocese" means a Diocese respondent to this award.

- (e) Notwithstanding paragraphs (a) and (b) of this sub-clause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent Schools to a Catholic Diocesan Employer shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of sub-clause 10.1 shall not exceed 25 days (with one or more employers).

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 10 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the teacher shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the teacher. A teacher is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person

requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

With the consent of the employer, a teacher may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act* 1996 and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act*, 1996.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

12.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 10.4(d) of this award.

13. Long Service Leave

- 13.1 Applicability of *Long Service Leave Act 1955* - Except in so far as expressly varied by the provisions of this clause, the provisions of the said Act, shall apply to teachers employed under this award.
- 13.2 Quantum of Leave - Subject to subclause 13.3 of this clause, the amount of long service leave to which a teacher shall be entitled shall be:
- (a) In the case of a teacher who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed, 13 weeks; and
 - (ii) in respect of each additional seven years of service with the employer since the teacher last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
 - (iii) on the termination of the teacher's employment, in respect of the service with the employer since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service and with effect from 1 February 2001, 2.0 weeks for one year's service.
 - (b) In the case of a teacher who has completed with an employer five years service but less than ten years, and whose service is terminated, or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.
- 13.3 Calculation of Entitlement - In the case of a teacher whose service with an employer began before 7 December 2000, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts:
- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 August 1985;
 - (b) an amount calculated on the basis of the provisions of clause 12, Long Service Leave of the Teachers (Non-Government Schools) (State) Award* published 12 January 1983 and reprinted 11 July 1984 and further re-printed 10 May 1996 (292IG 651) in respect of the period from 1 August 1985 to 30 January 1995;
 - (c) an amount calculated on the basis of the provisions of clause 12 Long Service Leave of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award published on 13 November 1998, 307 IG141, as varied in respect of the period from 30 January 1995 to 7 December 2000; and
 - (d) an amount calculated on the basis of the provisions of this clause from 7 December 2000.

Notation:

* This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service.

** The provisions of this award were the same as the provisions in the current award applicable to the period from 7 December 2000 to 1 February 2001.

13.4 Conditions of Taking Leave

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the

teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.

- (b) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 13.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.

13.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January 1985 until 7 December 2000.

13.6 The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking maternity leave (including paid and unpaid leave in accordance with clause 12, Parental Leave and Allowances) or other approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.7 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.8 Long Service Leave and Leave Without Pay - Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.9 Long Service Leave in Short Blocks

(a) Diocese of Broken Bay and Archdiocese of Sydney

The Diocese of Broken Bay and the Archdiocese of Sydney may permit teachers to take long service leave in blocks of less than a full term; provided that:

- (i) the minimum period of leave to be taken in any one application is four weeks;
- (ii) the leave may not be taken during first term; and
- (iii) the period of leave is taken within a single term.

(b) Diocese of Parramatta

Following the completion of ten years' service access to periods of long service leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee and subject to the following:

- (i) this would normally be granted provided it takes into account professional obligations;
- (ii) it is granted for one period only within a given school year;
- (iii) it is not the first four weeks of a school year.

14. Renewal Leave

- 14.1 The parties to this award recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.
- 14.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry continuation and exit from the scheme, including the requirement to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 14.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award including incremental progression.

15. Other Leave

15.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in their absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) the employer in their absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.

- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in Clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of Clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.

15.2 Military Reserve Leave

Military Reserve Leave - A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

15.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

15.4 Jury Service

- (a) A full time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

15.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

16. Termination

16.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

16.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

16.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this award.

16.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = Teacher's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

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

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

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

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-term weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

16.5 Statement of Service

Refer to sub-clauses 3.6 and 3.7 of clause 3, Terms of Engagement.

17. Occupational Superannuation (Contribution By Employer)

17.1 Definitions - For the purposes of this clause:

- (a) "Basic earnings" shall mean:
- (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotion Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7 Annual Adjustment of Salary or clause 16 Termination.
- (b) "Employee" means a teacher to whom this award applies.
- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
- (i) the New South Wales Non-Government Schools Superannuation Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee

of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.

- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

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

17.3 Benefits

- (a) Except as provided in paragraphs (b), (d), (e) and (g) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to three per cent of the half pay to which the employee is entitled.
- (c) Subject to paragraph (g) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (d) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid:
- (i) in the case of an employee who was employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
- (ii) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 1988 (in the case of an employee employed at 1 July 1988), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 1988), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of:
- (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
- (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (e) of this subclause in the case of a full-time employee and paragraph (g) of this subclause in the case of a casual employee.

17.4 Transfers between Funds - If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (f) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

18. Anti-Discrimination

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

- (iii) a party to this award from pursuing matters of unlawful discrimination.
- (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.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

19.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,

whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

19.2 Natural Justice to employees in dealing with reportable allegations and exempt allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

19.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of a government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

19.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

19.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

20. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

21. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this Award by measures based on consultation, co-operation and negotiation.

- 21.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 21.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 21.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 21.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 21.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 21.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

22. No Extra Claims

- 22.1 Subject to sub-clause 22.3 it is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.
- 22.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of long service leave as agreed between the parties in July 2004.

23. Area Incidence and Duration

- 23.1 This award replaces and rescinds the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2000 published on 6 April 2001, 323 I.G. 698, as varied and the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Salaries Interim Award 2004.
- 23.2 It shall apply to all teachers and teacher-librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act* 1990 and operated by the Archdiocese of Sydney or the Diocese of Broken Bay or the Diocese of Parramatta.
Provided further that the award shall not apply to the following persons:
 - (a) teachers of music or other individual arts who are remunerated on an individual fee basis;

- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee.
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

23.3

- (a) Subject to paragraph (b) this award shall take effect from 1 January 2004 and remain in force until 31 December 2005.
- (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the following provisions shall not take effect until the date specified below:
 - (i) sub-clause 12.4 - 19 July 2004
 - (ii) paragraph (2) (e) - 31 January 2005
 - (iii) sub-clause 3.2 - 31 January 2005.

In the case of paragraph (e) of clause 2, prior to 31 January 2005 the definition of temporary teacher shall be as set out in section 3 of Annexure A.

PART B

MONETARY RATES

Table 1 - Wage Rates

Step	ANNUAL SALARY		
	Effective from first pay period on or after 1 January 2004 (5.5%) \$	Effective from first pay period on or after 1 July 2004 (3%) \$	Effective from first pay period on or after 1 January 2005 (3.5%) \$
1	33,638	34,647	35,860
2	36,664	37,764	39,086
3	39,109	40,282	41,692
4	41,134	42,368	43,851
5	43,370	44,671	46,234
6	45,602	46,970	48,614
7	47,837	49,272	50,997
8	50,075	51,577	53,382
9	52,307	53,876	55,762
10	54,542	56,178	58,144

11	56,775	58,478	60,525
12	59,014	60,784	62,911
13	62,237	64,104	66,348

Table 2 - Allowances for Positions of Special Responsibility

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2004*	Effective from first pay period on or after 1 July 2004 (3%)	Effective from first pay period on or after 1 January 2005**
		\$	\$	\$
5.1(a)	Senior Teacher 2	4,666	4,806	5,527
	Co-ordinator 1	4,666	4,806	5,527
	Co-ordinator 2	9,331	9,611	11,053
	Co-ordinator 3	13,997	14,417	16,580

Table 3A - Allowances for Assistant Principal Positions in the Archdiocese of Sydney and the Diocese of Broken Bay*

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2004**	Effective from first pay period on or after 1 July 2004 (3%)	Effective from first pay period on or after 1 January 2005***
		\$	\$	\$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	18,285	18,834	21,152
	301-600	20,260	20,868	23,297
	601-900	22,232	22,899	25,440
	901-1200	24,202	24,928	27,581
	1201+	26,177	26,962	29,727
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	14,618	15,057	17,167
	251-400	16,406	16,898	19,109
	401-600	18,285	18,834	21,152
	601-800	20,260	20,868	23,297
	801 +	22,232	22,899	25,440

Notes:

*This table will only apply to the Archdioceses of Sydney prior to the first pay period on or after 1 January 2005.

**Includes adjustments of 5.5% awarded on 19/12/03 and additional increases awarded on 10/6/04 equivalent to 1.5% of total salary for co-ordinators and 2% of total salary for Assistant Principals. For Co-ordinators the 1.5% is calculated on Co-ordinator 2 and Co-ordinator 1 and Co-ordinator 3 allowances are calculated in proportion to Co-ordinator 2. The ST1 allowance for Assistant Principals in the previous award has been subsumed in the Assistant Principal allowance.

***Includes adjustment of 3.5% and additional increases equivalent to 1.5% of total salary for Co-ordinators and 2% of total salary for Assistant Principals. Also see note above for calculations.

Table 3B -Salaries for Assistant Principal Positions for the Archdiocese of Sydney and the Diocese of Parramatta*

Clause No.	Position	Annual Allowance		
		Effective from first pay period on or after 1 January 2004 \$	Effective from first pay period on or after 1 July 2004 (3%) \$	Effective from first pay period on or after 1 January 2005 \$
5.1(b)	Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date			
	201-300	80,522	82,938	87,500
	301-600	82,497	84,972	89,645
	601-900	84,469	87,003	91,788
	901-1200	86,439	89,032	93,929
	1201+	88,414	91,066	96,075
	Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date			
	101-250	76,855	79,161	83,515
	251-400	78,643	81,002	85,457
	401-600	80,522	82,938	87,500
	601-800	82,497	84,972	89,645
	801 +	84,469	87,003	91,788

Note:

*This table will only apply to the Archdioceses of Sydney from the first pay period on or after 1 January 2005.

Table 4 - Other Rates

Item	Clause No.	Brief Description	Amount from 1 January 2004 (5.5%) \$	Amount from 1 July 2004 (3%) \$	Amount from 1 January 2005 (3.5%) \$
1	4.2(a)	(i) Full-time Teacher teaching classes of children with a disability (ii) Part-time or Casual Teachers teaching classes of children with a disability	1,883 per annum 9.23 per day	1,939 per annum 9.51 per day	2,007 per annum 9.84 per day
2	4.2(b)	Principal Teachers of school for children with a disability each Teacher supervised	294 per annum per teacher	303 per annum per teacher	314 per annum per teacher
3	4.2(b)	Maximum payment per annum under Item 2	1,530 per annum	1,576 per annum	1,631 per annum
4	4.9	Own car allowance where use authorised by the school	0.51 per km	0.51 per km	0.51 per km

ANNEXURE A

TEACHER CLASSIFICATIONS, TEACHER LIBRARIANS AND TEMPORARY TEACHERS

1. Teacher Classifications

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2. Definitions of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution;
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
 - (iv) A person employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a teacher-librarian is as follows:

A Teacher Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) participating in the teaching of information literacy in the context of the total curriculum and
- (b) assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The Role Description Which Is Developed At Each School Should:

promote the role of Teacher Librarian within the school\

facilitate effective and valid appraisal

assist in establishing a professional development agenda for the Teacher Librarian

Key Accountabilities Within The School. The Teacher Librarian Is Expected To

show a commitment to the Church's mission in Catholic education

have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development

initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs

play a role in the whole schools information technology program

provide experiences to encourage reading, literacy, and information usage

develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers

facilitate access to external sources of information

take responsibility for library management

participate in activities which support the development of the school community

3. Temporary Teachers

In the period between 1 January 2004 and 31 January 2005 temporary teachers shall be defined as follows:

"Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks.

However a teacher may be employed for a specified period of up to two full school years in the following circumstances:

- (i) where such a teacher is employed on a specific programme not funded by the Diocese; or

(ii) is replacing a teacher on leave or secondment.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions either within the school or at another school of the employer immediately following the cessation of a prior temporary appointment.

The employer, the union and the teacher may agree to extend the temporary period of appointment beyond two years if the employer, the union and the teacher concerned agree. The union shall not withhold its consent unreasonably.

ANNEXURE B

PORTABILITY

Part to be completed by teacher

Name of Teacher: _____

Name of Former Catholic Employer: _____

I, _____ was formerly employed by _____
 (name of teacher) (name of former Catholic employer)
 as a teacher from _____ to _____
 (date) (date)

I commenced as a teacher with the _____ on _____
 (date)

 Signature

 Date

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a teacher and ceased
 (name of teacher)
 work on _____
 (date)

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

(SET OUT RECORD)

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

Employer

Date

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(661)

SERIAL C3102

**TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2911 of 2003)

The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner Redman

10 June & 6 August 2004

AWARD

PART A

CONDITIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Terms of Engagement
4.	Salaries and Related Matters
5.	Promotions Positions
6.	Teacher-Librarians
7.	Annual Adjustment of Salary
8.	Annual Holiday Loading
9.	Union Members and Representative
10.	Sick Leave
11.	Catholic Personal/Carer's Leave
12.	Parental Leave and Allowance
13.	Long Service Leave
14.	Renewal Leave
15.	Other Leave
16.	Termination
17.	Occupational Superannuation (Contribution by Employer)
18.	Anti-Discrimination
19.	Fair Procedures for Investigation Complaints of Child Abuse
20.	Suspension
21.	Disputes Procedure
22.	No Extra Claims
23.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Allowances for Promotion Positions

Table 3 - Other Rates

Annexure A - Teacher Classifications and Teacher-Librarians

Annexure B - Portability of Sick Leave

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such to assist the Principal in the work of the school.
- (b) "Full-Time Teacher" means any teacher other than a casual or part-time teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week and not more than 0.8 of the normal hours, which a full-time teacher at the school is required to teach.
- (d) "Casual Teacher" means a teacher engaged as such by an employer. A casual teacher will not normally be employed for a period greater than four school weeks for each engagement.
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period, which is not more than a full school year, but not less than four school weeks.

However, a teacher may be employed for a specified period of up to two full school years in the following circumstances:

- (i) where such a teacher is employed on a specific programme not funded by the employer; or
- (ii) is replacing a teacher on leave or secondment.

The parties recognise that a temporary teacher may be appointed to a series of different temporary positions within the school immediately following the cessation of a prior temporary appointment.

The employer, the union and the teacher concerned may agree to extend the temporary period of appointment beyond two years. The union shall not withhold its consent unreasonably.

- (f) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (g) "Equivalent Qualifications or Equivalent Course" means qualifications or a course, as the case may be, which is specified by Annexure A of this award as being equivalent to a particular qualification or course prescribed by this award, which the employer and teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission of NSW determines as being so equivalent.
- (h) "Recognised School" means a school registered under the provisions of the *Education Act* 1990 or any registered special school within the meaning of that Act or school for children with disabilities.
- (i) "Recognised Higher Education Institution" means an Australian university recognised by the relevant Australian tertiary education authority from time to time or a former College of Advanced Education recognised by the Tertiary Education Commission.
- (j) "Degree" means a course of study at a recognised higher education institution of at least three years full-time duration or its part-time equivalent.
- (k) "Graduate Diploma" means a course of study at a recognised higher education institution of at least one year's full-time duration or its part-time equivalent.
- (l) "Teacher Not Otherwise Classified" means a teacher who is not Two, Three, Four or Five Years trained nor Conditionally Classified Two or Three Years Trained nor a Graduate Without a Teaching Qualification.
- (m) "Two Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a two years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (n) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a three years full-time course in teacher education at a recognised higher education institution; or
 - (ii) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (o) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate in Education (four years full-time course); or

- (ii) A teacher who is a graduate who in addition has satisfactorily completed at least a one year's full-time course in teacher education which contains units relating to teaching theory and practice at a recognised higher education institution; or
 - (iii) A teacher who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has been awarded a Graduate Diploma at a recognised higher education institution; or
 - (iv) A teacher who has acquired other equivalent qualifications (as defined in paragraph (g) above).
- (p) "Five Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a degree requiring a minimum of four years' full-time study from a recognised higher education institution and who, in addition, has satisfactorily completed a one year's full-time course in teacher education which contains units relating to teaching theory and practice; or
 - (ii) A Four Years Trained Teacher who, in addition, has satisfactorily completed either a Masters or Doctorate degree from a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (q) "Conditionally Classified Two Years or Three Years Trained Teacher" means a teacher who has attempted all of the requirements for the course of teacher education but has not yet satisfied the requirements to be granted the qualification.
- (r) "Graduate Without A Teaching Qualification" means a teacher who is a graduate other than a graduate to whom subclause (o) of this clause applies.
- (s) "Teacher-Librarian" means a teacher appointed as such.
- (t) "Senior Teacher 1" means a teacher classified as such. In the case of List D employers (except Mt. St. Benedict School, Pennant Hills; St. Augustine's College, Brookvale; St Gregory's College Campbelltown; and St. Scholastica's College, Glebe) such classification shall have been prior to the introduction of this award.
- (u) "Primary Department" means that section or division of a school which provides a primary education (including infants) and includes a school which provides a primary education only.
- (v) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (w) "Assistant Principal" means a teacher appointed as such, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (x) Positions of Special Responsibility:
- (i) "Co-ordinator 1" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (ii) "Co-ordinator 2" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iii) "Co-ordinator 3" means a teacher appointed as such with duties as determined by the employer or as set out in the relevant employer enterprise agreement.
 - (iv) "Senior Teacher 2" means a teacher appointed as such with duties as determined by the employer or as defined in the relevant employer enterprise agreement.

- (y) "Union" means the New South Wales Independent Education Union.
- (z) "Employer" means an employer covered by this award pursuant to subclause 23.2, Area, Incidence and Duration, of the award.
 - (aa) "Employing Authority" means an employer bound by either this award, the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award made 7 December 2000 [yet to be published], the Teachers (Country and Regional Dioceses) (State) Award made 7 December 2000 [yet to be published] or the Teachers (Independent Schools) (State) Award published 20 March 1998 [303 IG 1104] or any award or agreement replacing such awards.
 - (bb) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
 - (cc) "Statement of Service" means a statement from an employer that contains a start date, termination date, whether service was full-time, part-time or casual, whether any paid promotions positions were held and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a teacher (other than a casual teacher), on appointment, with a letter stating inter alia the classification and rate of salary as at appointment, the normal teaching load that will be required and an outline of superannuation benefits available to teachers at the school.

3.2 Normal Duties

The normal duties of teachers shall include playground duties, sports duties, and usual co-curricular or extra-curricular activities and, in relation to teachers appointed to residential positions, the usual residential and other duties as required.

3.3 Lunch Break

A teacher shall be entitled to a minimum of 30 consecutive minutes as a luncheon break during which period a teacher shall not be required to hold meetings, supervise, teach or coach sport, team games, cultural or academic activities.

3.4 Teacher Skill Development

- (a) Induction - A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

The induction process shall be determined by the employer or the Principal in consultation with the teacher to assist the teacher's professional development, which shall be reviewed regularly throughout the year.

The employer shall provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development. Such statement may form part of a teacher's portfolio pursuant to paragraph (b) of this subclause.

- (b) A teacher may request and be given from time to time by the employer or the Principal appropriate documentation as evidence of the teacher's professional development and

experience. These documents may, if the teacher wishes, form a portfolio, which shall remain the property of the teacher.

- (c) Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- (d) A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in paragraph (a) of this subclause with appropriate modification and shall be expected to participate as appropriate.
- 3.5 An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.
- 3.6 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service.
- 3.7 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.

4. Salaries and Related Matters

4.1 Salaries Payable

- (a)
- (i) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A St Clare's College, Waverley	Table 1A Annual Salary Table 2A Coordinator and Assistant Principal Allowances
List B Brigidine College, St. Ives Our Lady of Mercy College, Parramatta Santa Sabina College Ltd	Table B(i) Annual Salary Table B(i) Coordinator and Assistant Principal Allowances Table B(ii) Annual Salary Table B(ii) Coordinator and Assistant Principal Allowances
List C (Schools operated by the Trustees of the Christian Brothers) Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wahroonga St Edward's College, East Gosford St Gabriel's School, Castle Hill St Patrick's College, Strathfield St Pius X College, Chatswood	Table 1C Annual Salary Table 2C Coordinator and Assistant Principal Allowances

Waverley College, Waverley	
List D Berne Education Centre, Lewisham Boys' Town, Engadine Holy Saviour School, Greenacre Mater Dei Ltd Mt Erin High School, Wagga Wagga Mt St Benedict High School, Pennant Hills Mt St Joseph Milperra Ltd Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's School, Dulwich Hill St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore	Table 1D Annual Salary Table 2D(i) Coordinator and Assistant Principal Allowances Table 2D(ii) Assistant Principal Salaries(Oakhill College and Our Lady of Lebanon College)

(ii) List A and List B Employers -One-Off Payments

A one off payment of 1.25% of the award salary rate applicable to the teacher shall be paid as follows:

1 September 2002, calculated on the rate applicable to the teacher as at 1 July 2002.

1 September 2003, calculated on the rate applicable to the teacher as at 1 February 2003.

One-off payments applying to full-time teachers are set out in Table 1A of Part B - Monetary Rates in the case of List A employers and Table 1B of Part B - Monetary Rates in the case of List B employers. These payments are subject to the following conditions:

- (A) A teacher who was not employed for the whole of the period between the first day of first term and 1 September of the year of the one-off payment shall receive the proportion of the payment equivalent to the proportion of the number of term weeks worked by the teacher between the first day of first term and 1 September in that year bears to the number of term weeks between the first day of first term and 1 September in that year.

$$\frac{\text{Term Weeks Worked by teacher}}{\text{Term Weeks in the School Year}} \times \text{One-off Payment}$$

- (B) In the case of a teacher who has taken leave without pay (other than parental leave) between the first day of first term and 1 September in the year of a one-off payment, the amount of the one-off payment shall be reduced in proportion to the number of term weeks taken as leave without pay (other than parental leave) compared to the number of term weeks between the first day of term and 1 September in that year.
- (C) A teacher whose hours have varied throughout the year in which a one-off payment is made shall receive a payment based on his or her average load

calculated in respect of each term week between the first day of first term and 1 September in that year.

- (D) A teacher whose employment is terminated for any reason prior to 1 September of the year of the one-off payment shall receive the proportion of the payment in accordance with sub-paragraph (ii)(A) of this paragraph.

(b) Five Years Trained Teacher

A Five Years Trained Teacher shall commence on Step 6 and progress according to years of service to Step 13.

(c) Four Years Trained

A Four Years Trained Teacher shall commence on Step 5 and progress according to years of service to Step 13.

(d) Three Years Trained Teacher

(i) Progression on Incremental Scale

- (A) All Employers (including List B Employers from the first day of the 2002 school year)

A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 13.

- (B) List B Employers (excluding Brigidine College, St. Ives) - up until the first day of the 2002 school year only

A Three Years Trained Teacher shall commence on step 3 and progress according to years of service to step 9.

A Three Years Trained Teacher who has completed at least 12 months service on step 9 may apply for progression to step 10 and thereafter progress according to years of service to step 13 after completion of two years service on each of step 10, step 11 and step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7.

(C) Transitional Provisions

- (1) Prior to 1 January 2001, St Gregory's College Campbelltown and List C employers (schools conducted by the Trustees of the Christian Brothers) were covered by provisions requiring a Three Years Trained Teacher to apply to progress past step 9 and requiring two years service on step 10, step 11, and step 12. The union and these employers reached agreement that from January 2001 provisions the same as those in sub-paragraph (A) above would apply.

In the case of Brigidine College, St Ives, Mt. St. Benedict High School, Pennant Hills and St. Clare's College, Waverley it was agreed that progression could occur between step 10 and step 12 on the basis of one year's service on each step from 1 July 2001.

For List B employers, (excluding Brigidine College, St. Ives) it was agreed that progression could occur between Step 10 and Step 12 on the basis of one year's service on each step from the first day of the 2002 school year.

- (2) When the number of years required to progress from step 10, step 11 and step 12 to the next step changes from two years to one year, a teacher who has at that time more than one year's full time service on such step shall immediately progress to the next step. Provided further, for the purpose of salary progression only, the teacher's anniversary date shall thereafter be deemed to be the date of such progression.
- (ii) A Three Years Trained Teacher shall include a teacher deemed as such immediately prior to 17 August 1990;
 - (iii) A Three Years Trained Teacher on Steps 3 to 8, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.
- (e) Two Years Trained Teacher
- (i) Progression on Incremental Scale
 - (A) All Employers (including List B Employers from the first day of the 2002 school year)
 - (1) A Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 13, subject to satisfying the requirements of sub-paragraph (2) of this paragraph.
 - (2) A Two Years Trained Teacher who has completed at least one year on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of one year's service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with sub-clause 4.7 of this clause.
 - (B) List B Employers (excluding Brigidine College, St. Ives) up until the first day of the 2002 school year.
 - (1) A Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 9.
 - (2) A Two Years Trained Teacher who has completed at least three years on Step 9 and who has completed 120 hours of professional development outside of school hours and pupil-free days over a period of five years prior to the teacher's application for progression may apply for progression to step 10 and thereafter progress to Step 13 after completion of two years' service on each of Step 10, Step 11 and Step 12. The progression may be awarded by an employing authority in accordance with the provisions of subclause 4.7 of this clause.
 - (C) Such professional development, if it is to be considered for the purposes of this sub-paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer.
 - (D) Transitional Provisions

- (1) Prior to 1 January 2001, St Gregory's College Campbelltown and List C employers (schools conducted by the Trustees of the Christian Brothers) were covered by provisions requiring a Two Years Trained Teacher to apply to progress past step 9 and requiring two years service on step 10, step 11, and step 12. The union and these employers reached agreement that from January 2001 provisions the same as those in sub-paragraph (A) above would apply.

In the case of Brigidine College, St. Ives, Mt St Benedict High School, Pennant Hills and St. Clare's College, Waverley it was agreed that from 1 July 2001 provisions the same as those in subparagraph (A) would apply.

For List B employers (excluding Brigidine College, St. Ives), it was agreed that from the first day of the 2002 school year provisions the same as those in subparagraph (A) above would apply.

- (2) When the number of years required to progress from step 10, step 11 and step 12 to the next step changes from two years to one year, a teacher who has at that time more than one year's full time service on such step shall immediately progress to the next step. Provided further, for the purpose of salary progression only, the teacher's anniversary date shall thereafter be deemed to be the date of such progression.
- (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 9.
- (f) Conditionally Classified Two Years Trained Teacher
- A Conditionally Classified Two Years Trained Teacher shall commence on Step 2 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years' service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.
- (g) Conditionally Classified Three Years Trained Teacher
- A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 and progress according to years of service to Step 6; provided that a teacher shall, after 15 years service, progress to Step 7 and shall thereafter progress according to years of service to Step 9.
- (h) Graduate Without A Teaching Qualification
- A Graduate Without a Teaching Qualification shall commence on Step 5 and progress according to years of service to Step 9; provided that a teacher shall, after 15 years service, progress to Step 10 and shall therefore progress according to years of service to Step 13.
- (i) Teacher Not Otherwise Classified
- A Teacher Not Otherwise Classified shall commence on Step 1 and progress according to years of service to Step 6.
- (j) Previous Award Classification

Teachers employed immediately prior to 15 August 2001 shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at 15 August 2001 calculated in accordance with the provisions of the previous award.

4.2 Special Education Teacher Allowance

- (a) Teachers appointed to teach classes of children with a disability shall be paid in addition to the salaries provided for in subclause 4.1 of this clause an allowance as set out in Item 1 of Table 3 - Other Rates, of Part B, Monetary Rates.
- (b) A principal teacher of a school for children with a disability shall be paid, in addition to the salaries provided in the scales and the allowances provided in paragraph (a) of this subclause, a further allowance at the rate as set out in Item 2 of the said Table 3 for each member of staff being supervised; provided that the maximum payment for such further allowance shall be as set out in Item 3 of Table 3.

4.3 Credit For Previous Teaching Service

- (a) For the purpose of calculating credit for previous teaching service, teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other states or territories of the Commonwealth of Australia shall count as follows:
 - (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service;
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated in proportion to the full-time teaching load of a teacher at the school;
 - (iii) Service as a casual teacher shall be credited to on the basis that 204 days of casual service are equal to a year of service.
- (b) When calculating previous teaching service one year of service may be deducted for every continuous period of five years' absence from teaching except where the teacher was for most of the period of absence wholly engaged in child-rearing or engaged in other service recognised in accordance with subclause 4.4.

4.4 Credit for Other Service

- (a) Teaching Service and Relevant Industry Experience

Full-time service in a recognised teaching institution other than a recognised school or in a field directly related to teaching which is relevant to the position the teacher is employed in (eg. employment as a musician for a music teacher, employment in a trade for industrial arts) on the basis of one service increment for each year of full-time employment, up to a maximum of four increments.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

- (i) For Boys' Town, Engadine and Bridigine College, St. Ives this paragraph shall apply from the first day of Term 1, 2001.

(ii) This paragraph does not apply to St Lucy's School, Wahroonga.

(b) Other Industry Experience

Full-time service at age 21 or more in any paid occupation in commerce, industry or government as deemed directly relevant to employment as a teacher by the employer on the basis of one increment for each three years of service to a maximum of four increments.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

(i) For Boys' Town, Engadine and Brigidine College, St. Ives, this paragraph shall apply from the first day of Term 1, 2001.

(ii) This paragraph does not apply to St. Lucy's School, Wahroonga.

(c) Child-Rearing

A teacher who, after completing one year of continuous service, ceases employment and is primarily engaged in child rearing, shall have such period recognised upon return to teaching on the basis of one increment for each continuous three years of child rearing, to a maximum of four increments.

Provided that accreditation for child rearing shall only be granted on the basis that:

(i) only one parent will receive the benefit for any particular period of child rearing;

(ii) full-time child rearing will be regarded as the time before the child attains six years of age or is enrolled in full-time schooling, whichever is the earlier, and

(iii) paid employment, except as a casual teacher in a New South Wales non-government school or in limited casual employment elsewhere, will be taken to break the continuity of full-time child rearing.

For the purpose of calculating the period of child rearing in this paragraph, parental leave will be included to the extent that the leave occurs after the birth of the child or where prior to the birth of the child the teacher was engaged in child rearing of another of his or her children, the whole period of parental leave will be used when calculating the period of child rearing.

This paragraph shall apply from 20 March 1998, with the exceptions of those schools listed below. Any application for recognition of such period of child rearing shall be effective from 20 March 1998 or in the case of a teacher appointed after 20 March 1998, from the date of appointment.

Exceptions:

(i) For Boys' Town, Engadine; Brigidine College, St. Ives; Oakhill College, Castle Hill; St Gregory's College, Campbelltown; and St Scholastica's College, Glebe, this paragraph shall apply from the first day of Term 1, 2001.

(ii) This paragraph shall not apply to St Augustine's College, Brookvale nor St Lucy's School, Wahroonga.

- (d) A teacher shall not be entitled to more than four increments in total from paragraphs (a), (b) and (c) of this subclause.

4.5 Process for Applying for Credit for Service

- (a) Upon application for employment a teacher shall be advised in writing of all types of previous service (including child-rearing, full-time and part-time teaching, casual teaching, industry experience, other teaching outside schools, etc) recognised under this award and of the documentation required to substantiate such previous service.
- (b) An application by a teacher for recognition of previous teaching service or industry experience shall be supported by a statement of service (or similar statement in the case of employment by an employer other than an educational institution) which establishes the period of service to be recognised. An application by a teacher for recognition of a period of child-rearing shall be supported by a statutory declaration establishing the period of child-rearing to be recognised and a copy of the child's birth certificate.
- (c) An application for recognition of previous service (including child-rearing) shall be granted, if successful, from the date the application was received by the employer. However in the case where the application was received within one school term of the date of the teacher commenced employment with the employer, the application shall be granted from the date of commencement.

4.6 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale, shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer;
 - (ii) Where an application is made under subparagraph (i) of this paragraph, which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) from the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later;

provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) where the application for transfer is not received by the employer within the time specified in (A), from the beginning of the first pay period to commence on or after the date on which the employer receives such application;
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the

higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.

- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.
- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, a Graduate Without a Teaching Qualification or Not Otherwise Classified who completes a course of training which entitles the teacher to be classified to a higher classification shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

4.7 Senior Teacher - Level 1 and Progression for Three and Two Years Trained Teachers

(a)

(i) Senior Teacher 1

For List A employers, List B employers, List C employers and Mt St Benedict High School, Pennant Hills; St Augustine's College, Brookvale, St Gregory's College, Campbelltown; and St Scholastica's College, Glebe:

A Five or Four Years Trained Teacher who has completed twelve months on Step 13 may apply to be classified as a Senior Teacher 1, with salary as set out in the relevant table of Part B, Monetary Rates (as determined by subclause 4.1(a) of this award) pursuant to paragraph (b) of this subclause.

(ii) Three Years Trained Teacher

For List B Employers (except Brigidine College, St. Ives) - until the first day of the 2002 school year:

A Three Years Trained Teacher who has completed twelve months on Step 9 may apply for further progression pursuant to subparagraph (i)(B) of paragraph (d) of subclause 4.1 and paragraph (b) of this subclause.

(iii) Two Years Trained Teacher

For List B employers (except Brigidine College, St. Ives) - until the first day of the 2002 school year:

A Two Years Trained Teacher who has completed three years on Step 9 may apply for further progression pursuant to subparagraph (i)(B) of paragraph (e) of subclause 4.1 and paragraph (b) of this subclause

- (b) A teacher referred to in paragraph (a) of this subclause, who, on application, is assessed by the employer as a highly skilled and competent teacher in accordance with the following criteria shall be classified or progress as provided in paragraph (a) of this subclause:

(i) Tertiary Study

Courses of study undertaken at an approved tertiary institution; or

(ii) In-Service

In-service accredited by the Principal of the school, which is conducted by the NSW Department of Education and Training, the employer, an employer organisation, a professional association or other relevant body; and

(iii) Professional Involvement

Participation in a wide range of professional activities at classroom, school or community levels as follows:

(A) Work relating to classroom activities - involvement in curriculum/resource development and planning; involvement in reflective and adaptive classroom practice; including:

Knowledge and preparation of syllabus content;

Relevance of methodology used;

Class rapport, tone, discipline and motivation.

(B) Involvement beyond the classroom - sharing; learning knowledge and skills with and from peers; involvement in cooperative planning.

(C) As a member of the Whole School - effective involvement as a team member; effective contribution to the life of the school.

A teacher should be assessed as highly skilled and competent on the basis of the teacher's professional involvement and shall have participated in a satisfactory level of in-service or tertiary study.

- (c) A Three Years Trained Teacher or Two Years Trained Teacher who has been assessed as a highly skilled and competent teacher pursuant to paragraph (b) of this subclause and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Five Years Trained or Four Years Trained pursuant to subclause 4.6, Progression (Completion of Qualifications), shall also be classified as Senior Teacher 1 on such reclassification, provided that after 1991 the teacher shall have completed nine years of service.
- (d) By agreement with the employer, assessment of a teacher in accordance with paragraph (b) of this subclause shall be by an Assessment Panel.

A teacher who is eligible pursuant to paragraph (a) of this subclause may apply to an Assessment Panel for reclassification or progression.

The Assessment Panel shall comprise the Principal of the teacher's school (or nominee of the Principal), a nominee of the employer, and a teacher who is a member of the staff at the school elected by the staff (pursuant to a procedure agreed between the IEU and the employer or the employer representative).

The Assessment Panel shall make a recommendation to the employer in accordance with the criteria contained in paragraph (b) of this subclause. In making its recommendations, the Panel may consider the following:

- (i) Documentation supplied by the applicant;
- (ii) A report (or more than one, if appropriate) on the teacher's performance related to the criteria prepared by the applicant's supervisor (or supervisors, if appropriate) and provided to the applicant not less than one week prior to the consideration by the Panel of the application;

- (iii) An interview with the applicant, if the applicant or Panel so requests;
- (iv) Knowledge by the Panel of the teacher's work in the school.

Where an Assessment Panel does not recommend an application by a teacher for reclassification or progression, it shall state its reasons to the employer who should indicate to the teacher areas where the Panel considers improvement is required to meet the criteria.

- (e) A recommendation for classification or progression pursuant to this subclause, if approved by the employer, shall take effect from the beginning of the first full pay period after the teacher is eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of the teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

4.8 Future of Senior Teacher 1

- (a) List B Employers (except Brigidine College, St. Ives)

The union and List B employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 August 2004. At that time, the classification shall be the subject of further review, including consideration of its continuation or phase out, and the implications of the Ramsay Report on the status of this classification.

The parties have also agreed that the Senior Teacher 1 application process shall remain unchanged for each employer notwithstanding the provision for an amended procedure that may be endorsed by way of mutual agreement between an employer and its teachers to which the amended procedure relates.

- (b) List C Employers

The union and List C employers have agreed that the classification of Senior Teacher 1 shall be retained until 31 December 2003. List C employers reserve the right to review the classification at that time, including consideration of its phase-out.

The union and List C employers have also agreed to review the eligibility criteria for Senior Teacher 1 in the award to remove any ambiguities and inconsistencies, and to interpret and define the criteria in terms of their application to these schools. The resulting arrangement from the review shall operate from the beginning of Term 1, 2001.

- (c) Phase-Out

This paragraph applies to List D employers only (except Mt. St Benedict High School, Pennant Hills; St Augustine's College Brookvale, St Gregory's College, Campbelltown, St Scholastica's College, Glebe).

(Note: List D employers are set out in paragraph (a) of subclause 4.1).

- (d) The union and List D employers in this award with the exception of those listed above, have agreed that the classification of Senior Teacher Level 1 will be phased-out during the life of the award so that the rate for a teacher classified as Senior Teacher Level 1 will be the same as the rate applicable to a teacher on Step 13. Refer to Table 1 - Wage Rates, of Part B Monetary Rates, for the implementation of the phase-out.

4.9 Payment of Salary

- (a) The salary payable to any teacher other than a casual teacher pursuant to this clause, shall be payable fortnightly.
- (b) The salary payable to any teacher, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.10 Payment of Part-Time Temporary and Casual Teachers

- (a)
 - (i) Subject to subparagraph (ii) of this paragraph, a part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are normal teaching hours bear to the hours which a full-time teacher at the school is normally required to teach.
 - (ii) A part-time teacher-librarian, including a temporary part-time teacher-librarian, shall be paid at the same rates as a full-time teacher-librarian with the corresponding classification, but in that proportion which the number of hours which are the normal working hours bears to the hours a full-time teacher-librarian at the school is normally required to work. If there is no full-time teacher-librarian employed at the school, the proportion shall be based upon the number of hours, which a full-time teacher-librarian at the school would be required to work if employed.
 - (iii) No part-time teacher shall be required to attend school on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required. A part-time teacher shall be allocated other duties on a pro-rata basis.
- (b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with corresponding classification.
- (c) The salary payable to a casual teacher shall be the appropriate rate in subclause 4.1 in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (d) of this subclause; provided that the maximum rates payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
Not Otherwise Classified	1
Graduate without a Teaching Qualification	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

The said rate includes the pro-rata payment in respect of annual holidays to which the teacher is entitled in accordance with the *Annual Holidays Act 1944*, provided however that an additional 5% loading shall be payable as follows:

For all employers (except Our Lady of Mercy College, Parramatta and Santa Sabina College Ltd)- from the first day of Term 2, 2001

Our Lady of Mercy College, Parramatta and Santa Sabina College Limited - from the first day of Term 3, 2001

- (d) A casual teacher shall be paid for a minimum of half a day for each single engagement, provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$5 \times \frac{\text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average number of periods which full time teachers of the school are normally required to teach per 5-day period.}}$$

4.11 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and place of employment, the teacher shall be paid an allowance as set out in Item 4 of Table 3 - Other Rates, of Part B Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.

4.12 Payment for Supervision of Student Teachers

Where supervision of the teaching of a student teacher is required as a part of duty, the teacher shall receive all payments made by the Student Teachers' Training Institution for such supervision.

4.13 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment, including, where necessary and appropriate, discussion between the union and relevant employer representatives.

4.14 Annual Remuneration

- (a) Notwithstanding subclause 4.9, an employer may offer and a teacher may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits tax and employer administrative charge will equal the appropriate salary prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.
- (b) The employer will determine the range of benefits available to the teacher and the teacher may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any payment calculated by reference to the teacher's salary and payable either:
- (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate prescribed by subclause 4.1, subclause 4.2 and subclause 5.1.

5. Promotions Positions

5.1 Allowances

- (a) The allowances for Positions of Special Responsibility shall be in addition to the salary applicable to the appointee provided the Assistant Principal at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park shall receive the salary only specified in the relevant table.
- (b) The allowance for Coordinator and Assistant Principal positions shall be as set out in -
- Table 2A for List A employers;
- Tables 2B(i) and 2B(ii) for List B employers;
- Table 2C for List C employers; and
- Table 2D(i) for List D employers, provided that in the case of Assistant Principals employed by Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park the salary shall be as set out in Table 2D(ii);

With respect to List D employers except Oakhill College, Castle Hill, Our Lady of Lebanon College, Harris Park, Mt St Benedict High School, Pennant Hills, St Augustine's College, Brookvale, St Gregory's College, Campbelltown and St Scholastica's College, Glebe, an Assistant Principal who is classified as Senior Teacher 1 shall also receive the allowance set out in Table 2D(i). Such allowance shall be in addition to the salary applicable to the appointee.

(NOTATION: refer to clause 4.1(a) of this award for the list of employers in each category.)

5.2 Acting Appointments

If an employer appoints a teacher to act in a promotion position for at least ten consecutive school days, the employer must pay the teacher the rate of allowance prescribed for that position.

5.3 Appointment on Merit

All appointments will be made on the basis of merit and suitability and will normally and appropriately be advertised. Upon appointment, an employee will be informed of professional expectations and duties.

- 5.4 The minimum number of promotion positions required to be appointed shall be as set out in subclause 5.5 or as provided in the relevant employer enterprise agreement, provided that where there is a programme of work in an area of instruction (including curriculum sporting instruction) in a Secondary Department the hours of which aggregate more than 54 hours per week averaged over the school year, a Coordinator 2 shall be appointed to co-ordinate such area of instruction unless otherwise provided in the relevant employer enterprise agreement.

In determining an area of instruction, an employer may aggregate two or more subjects to comprise an area of instruction, provided that the total hours aggregated do not exceed 108 hours per week averaged over the school year. Where hours per week exceed 108 hours per week, the area of instruction shall attract the equivalent of a Coordinator 3. There is no requirement to appoint a Coordinator 3 as such, the position may be filled by appointing a Coordinator 2 assisted by a Coordinator 1.

5.5 Promotions Positions - Primary and Secondary Departments

- (a) The minimum number of promotion positions in a Secondary Department shall be determined in accordance with the following table, unless otherwise provided in the relevant employer enterprise agreement:

Secondary Enrolments at Previous Year's Census Date	Managerial Positions	Positions of Special Responsibility
1 - 200		1
201 - 300	1	2
301 - 400	1	3
401 - 500	1	4
501 - 600	1	6
601 - 700	1	7
701 - 800	1	11
801 - 900	1	11
901 +	1	12

- (b) The minimum number of promotion positions in a Primary Department shall be determined in accordance the following table unless otherwise provided in the relevant employer enterprise agreement:

Primary Enrolments at Previous Year's Census Date	Managerial Positions	Positions of Special Responsibility
1 - 100		
101 - 200	1	
201 - 250	1	1
251 - 300	1	1
301 - 400	1	1
401 - 500	1	2
501 - 600	1	2
601 - 700	1	3
701 - 800	1	3
801 +	1	3

Provided that a person need only be appointed to a Managerial Position in a Primary Department where the school consists only of a Primary Department or where the Primary Department of the school is at a different location from the Secondary Department.

5.6 Period of Appointment

The period of appointment shall be as agreed between the employer and teacher on appointment or as specified in the relevant employer enterprise agreement.

6. Teacher Librarians

For classifications and duties of teacher-librarians refer to Annexure A - Teacher Classifications and Teacher - Librarians.

7. Annual Adjustment of Salary

7.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions in this award.

7.2 The provisions of this clause shall apply as set out in the relevant subclauses where:

- (a) a teacher (other than a casual teacher) commences employment after the school service date;
- (b) a teacher (other than a casual teacher) takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year; or
- (c) the normal teaching hours of the teacher have varied since the school service date.

7.3 Calculation of Payments

- (a) A payment made pursuant to paragraph (a) or (b) of subclause 7.2 shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the teacher since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the teacher since the school service date
- F = Result in weeks
- G = The teacher's current fortnightly salary
- H = Amount Due

- (b) A payment made pursuant to paragraph (c) of subclause 7.2 to a teacher whose normal teaching hours have varied shall be calculated in accordance with the following formula:

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

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

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

where:

- A = Total salary paid to the teacher since the school service date
- B = Salary paid to the teacher in respect of non-term weeks since the school service date
- C = Salary paid to the teacher in respect of term weeks since the school service date
- D = The total number of non-term weeks in the school year
- E = The total number of term weeks in the school year
- F = Result in dollars
- G = Amount Due

7.4 Teachers who Commence Employment after the School Service Date

- (a) A teacher who commences employment after the school service date shall be paid from the date the teacher commences provided that, at the end of Term IV, the teacher shall be paid an amount calculated pursuant to subclause 7.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purposes of this clause shall be deemed to be the school service date.

7.5 Teachers who Take Approved Leave Without Pay or Parental Leave

Where a teacher takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the teacher shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a teacher who has received a payment pursuant to paragraph (b) of this subclause returns from leave in the same year rather than the next school year as anticipated, then the teacher shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in subclause 7.3 as if no payment had been made to the teacher at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the teacher.

7.6 Teachers Whose Hours Have Varied

Where the hours which a teacher normally teaches at a school have varied since the school service date in any school year and the teacher's employment is to continue into the next school year, the teacher shall be paid throughout the summer pupil vacation as follows:

- (a) the amount due pursuant to the formula in paragraph (b) of subclause 7.3 shall be calculated; and
- (b) the teacher shall continue to receive in each fortnight of the pupil vacation period the same amount as his or her ordinary pay in the last fortnight of the school term until the total amount received by the teacher during the pupil vacation period is the same as the amount calculated above.

(Note: this will have the consequence that the last fortnight of the pupil vacation period in which the teacher is paid the amount received will differ from the pay in the preceding fortnights).

- 7.7 Notwithstanding the provisions of paragraph (a) of subclause 7.1 a teacher shall not pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

8. Annual Holiday Loading

- 8.1 Subject to subclause 8.6 hereof, where a teacher, other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this clause.
- 8.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.
- 8.3 The loading shall be calculated:
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment, or where relevant;
 - (b) the period of annual leave calculated under subclause 8.6.
- 8.4 The loading shall be the amount payable for the period specified in subclause 8.3 or 8.6 at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.
- 8.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at 1 December of the year in which the loading is payable, together with, where applicable, the allowances prescribed by subclause 4.2 of clause 4, Salaries, and clause 5, Promotions Positions, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where subclause 8.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to subclause 7.3 of clause 7, Annual Adjustment of Salary, or subclause 16.4 of clause 16 Termination.

- 8.6 Where a teacher receives a payment pursuant to paragraph (a) of subclause 7.3 or subclause 16.4 (other than a teacher terminated by the employer for misconduct) the teacher shall be entitled to that fraction of the annual holiday loading to which he or she would be entitled if he or she had worked for the whole school year which is equal to the number of term weeks worked by the teacher divided by the number of term weeks in the whole school year.

9. Union Members and Representatives

- 9.1 Meetings of union members who are employed at the school may be held on the school premises at times and places reasonably convenient to both union members and the Principal.
- 9.2 The employer shall permit the union representative in the school to post union notices relating to the holding of meetings on a common room noticeboard.
- 9.3 The union representative shall be permitted in working hours (other than timetabled teaching time) to interview the employer or the Principal on union business. Such interview shall take place at a time and place convenient to both parties.

10. Sick Leave

10.1 Entitlement

Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) Years of Service Commencing on 20 March 1998

In respect of each year of service with an employer, commencing on or 20 March 1998, the period of sick leave shall, subject to subclause 10.2 of this clause, not exceed in any year of service 25 working days on full pay.

(b) Previous Service

In respect of each year of service with an employer which commenced before 20 March 1998, sick leave shall be as follows:

- (i) During the first year of service with an employer the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the year, provided that the maximum sick leave which may be taken during the first year of service shall not exceed fifteen days,
 - (ii) After the first year of service with an employer, sick leave shall, subject to subclause 10.2, not exceed in any year of service 22 working days on full pay, followed by 22 working days on half pay, provided that as at 20 March 1998 the entitlement of a teacher to days of sick leave on half pay for the current year of service shall be converted to equivalent days of sick leave on full pay by dividing the number of days on half pay by two.
- (c) A teacher shall not be entitled to paid sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (d) A teacher shall not be entitled to paid sick leave unless he or she notifies the Principal of the school (or such other person deputised by the Principal) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Principal or was unable to take such steps.
- (e) The sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to the number of teaching hours which a full-time teacher at the school is normally required to teach.
- (f) A temporary teacher shall be entitled to sick leave in that proportion which the period of appointment of the teacher bears to the length of the school year.
- (g) The teacher, if required by the employer, complies with subclause 10.4 of this clause.

10.2 Accumulation

Sick leave shall accumulate from year to year as follows:

(a) Years of Service Commencing on or after 20 March 1998

For years of service with an employer commencing on or after 20 March 1998, untaken sick leave in any year of service with an employer shall be accumulated, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the six years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full pay.

(b) Previous Service

For years of service with an employer commencing before 20 March 1998, sick leave shall accumulate as follows:

- (i) Untaken sick leave in the first year of service shall not be accumulated.

- (ii) Untaken sick leave in the second year of service and thereafter with an employer of up to 20 days on full pay and 20 days on half pay per year shall be accumulated to a maximum of four years of service, provided that a teacher shall only be entitled to the sick leave accumulated in respect of the four years of service immediately preceding the current year of service.
 - (iii) The maximum accumulation shall not exceed 80 days on full pay and 80 days on half pay, provided that as at 20 March 1998 the accumulated days of sick leave of a teacher on half pay shall be converted to equivalent days of sick leave on full pay by dividing the number of days on half pay by two.
- (c) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 10.1 of this clause, shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.

10.3 Transition

The transition from the old scheme to the new scheme of sick leave referred to in paragraph (a) of subclauses 10.1 and 10.2 shall occur from the beginning of the year of service of the teacher with an employer commencing on or after 20 March 1998 provided that all sick leave on half pay shall be converted to equivalent sick leave on full pay only as at 20 March 1998.

10.4 Evidence of Sickness

- (a) In each year, with the exception of the first two days' absence due to illness, a teacher shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a teacher has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the teacher's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the teacher. The employer shall invite the teacher to respond verbally to the issues raised by the employer. If the teacher is a union member, then the teacher may seek union advice and assistance.
 - (ii) After consideration of the teacher's response, the employer may
 - (a) require further evidence of illness; and/or
 - (b) request the teacher to obtain a second opinion from another doctor at the employer's cost; and/or
 - (c) request a more detailed estimation of the likely length of the absence; and/or
 - (d) require the teacher to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or
 - (e) discuss with the teacher any other action.
 - (iii) The teacher may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
 - (iv) Action shall only be taken pursuant to (b) of this subclause following consultation between the Principal of the school and the employer.

10.5 Portability

- (a) Subject to paragraph (f), Delayed Implementation, and paragraph (g), Exclusions, of this subclause, a teacher who was previously employed with another Catholic Independent School or Catholic Diocesan Employer as a full-time, part-time or temporary teacher, and is employed by a Catholic Independent School on or after 27 January 1998, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclause 10.2 since 3 February 1997 shall be credited to the teacher as their accumulated sick leave on the commencement of their employment with the Catholic Independent School.
- (c) For a teacher to be eligible for portability of sick leave under this clause, the teacher must satisfy the following criteria:
- (i) The teacher has commenced employment with the Catholic Independent School within six months or two terms, whichever is the greater, of the teacher's employment terminating with the other Catholic Independent School or Catholic Diocesan Employer.
- (ii) The former Catholic Independent School or former Catholic Diocesan Employer will provide to each employee, on the employee's termination of employment, a completed version of the form set out in Annexure B of this award, and the teacher will provide the original completed form to the new Catholic Independent School within four school weeks of the commencement of employment.
- (d) For the purpose of this subclause "Catholic Independent School" shall mean an employer bound by this award, and "Catholic Diocesan Employer" shall mean the Archdiocese of Sydney or Canberra/Goulburn or the Diocese of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia-Forbes and Wollongong.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable pursuant to this subclause shall be 150 days and the sick leave in any one-year pursuant to paragraph (a) of subclause 10.1 shall not exceed 25 days (with one or more employers).
- (f) Delayed Implementation
- (i) For Mt St Benedict High School, Pennant Hills; St Lucy's School, Wahroonga; and Trinity Catholic College, Lismore, the date specified in paragraph (a) of this subclause shall read to be 27 January 1999.
- (ii) For Mater Dei Ltd; Mt Erin High School, Wagga Wagga; and St Gregory's College, Campbelltown, the date specified in paragraph (a) of this subclause shall be read to be 28 January 2000.
- (iii) For St Joseph's College, Hunters Hill, the date specified in paragraph (a) of this subclause shall be read to be the first day of the school year 2002.
- (g) Exclusions

The following Catholic Independent Schools are excluded from the provisions of this subclause: Boys' Town, Engadine; Our Lady of Lebanon College, Harris Park; St Augustine's College, Brookvale, St Charbel's College, Punchbowl; St Gregory's Armenian College, Rouse Hill; St Mary's College, Gunnedah; and St Maroun's School, Dulwich Hill.

11. Catholic Personal/Carer's Leave

11.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the teacher's care and support, shall be entitled to use, in any year, in accordance with this subclause, ten days of current and 30 days accrued sick leave entitlement, provided for at clause 10 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the teacher shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the teacher. A teacher is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the teacher or spouse.

11.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph 11.2(c), for the purposes of this subclause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.
- (b) A teacher, other than a casual teacher, with sick leave credits may apply to utilise such credits up to five of any current or accrued sick leave entitlement days in any one year of the teacher's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 11.1(c)(ii).
- (c) Where a teacher, other than a casual teacher, is not entitled to utilise sick leave credits pursuant to paragraph 11.1(a) he or she may access ten days current and 30 days accrued sick leave for any pressing domestic necessity where the teacher is responsible for the care or support of a person not referred to in subparagraph 11.1(c)(ii).
- (d) The yearly entitlement for the purpose of pressing domestic necessity in paragraph 11.2(b) is non-cumulative.
- (e) If required, a teacher shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

11.3 Notification of Intention to Take Leave

In relation to sub-clauses 11.1 and 11.2, wherever practicable, a teacher shall give the employer notice prior to the absence of the intention to take leave. The teacher shall also provide the name of the person requiring care, that person's relationship to the teacher, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

11.4 Unpaid Leave for Family Purpose

With the consent of the employer, a teacher may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 11.1(c)(ii) or paragraph 11.2(c) who is ill.

12. Parental Leave

12.1 Maternity Leave

- (a) A teacher who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the teacher would have received, if the teacher had not taken maternity leave. (If the period of maternity leave granted to the teacher is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the teacher shall give the employer at least one month's notice of intention.
- (e) If a teacher has commenced paid maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A teacher on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

12.2 Adoption Leave

- (a) A teacher who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.

- (b) A teacher shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

12.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 12.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Catholic Personal/Carer's Leave pursuant to clause 11 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 12.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act, 1996*.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 12.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 12.3(c) above.

13. Long Service Leave

13.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955* shall apply to teachers employed under this award.

13.2 Quantum of Leave

Subject to subclause 13.3 of this clause, the amount of long service leave to which a teacher shall be entitled shall be:

- (a) In the case of a teacher who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed, 13 weeks; and
 - (ii) in respect of each additional seven years of service with the employer since the teacher last became entitled to long service leave, 13.3 weeks; and with effect from 1 February 2001, 14 weeks;
 - (iii) on the termination of the teacher's employment, in respect of the service with the employer since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service and with effect from 1 February 2001, 2.0 weeks for one year's service.

- (b) In the case of a teacher who has completed with an employer five years service but less than ten years, and whose service is terminated, or ceases for any reason, be a proportionate amount on the basis of 13 weeks for ten years service.

13.3 Calculation of Entitlement

In the case of a teacher whose service with an employer began before 15 August 2001, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts:

- (a) the amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 August 1985; and
- (b) an amount calculated on the basis of the provisions of clause 12, Long Service Leave, of the Teachers (Non-Government Schools) (State) Award* published 12 January 1983 and reprinted 11 July 1984 and further made 20 June 1991 in respect of the period from 1 August 1985 to 30 January 1995; and
- (c) an amount calculated on the basis of the provisions of clause 12, Long Service Leave, of the Teachers (Catholic Independent Schools) (State) Award** (published 21 August 1998, 306I.G.295) in respect of the period from 30 January 1995 to 1 February 2001; and
- (d) an amount calculated on the basis of the provisions of this clause from 1 February 2001.

(Notation:

*This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service.

**The provisions of this award were the same as the provisions in the current award applicable to the period prior to 1 February 2001).

- (e) Certain Independent Schools

Notwithstanding the provisions of this sub-clause some employer enterprise agreements provided for different rates of long service leave in periods prior to 15 August 2001.

13.4 Conditions of Taking Leave

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with an employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer, provided always that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave, and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.
- (b) A teacher may request and be granted up to one weeks leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a teacher who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with subclause 13.9 (Long Service Leave in Short Blocks) nor in accordance with

other school policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

- (d) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

13.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January 1985 until 15 August 2001).

13.6 The service of a teacher with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking maternity leave (including paid and unpaid leave in accordance with clause 12, Parental Leave and Allowances) or other approved leave without pay, but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

13.7 Payment in Lieu of Long Service Leave

- (a) Where a teacher takes long service leave for an entire school term, the teacher and the employer may agree that, in addition to the long service leave, the teacher be paid an amount in lieu of any additional long service leave accumulated by the teacher, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the teacher's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a teacher's entitlements to long service leave will be reduced by the extent of such payment.

13.8 Long Service Leave and Leave Without Pay

Where a teacher takes long service leave for an entire school term and the teacher wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the teacher has had five years continuous service with that employer. However such leave without pay will ordinarily be approved for terms in the same year.

13.9 Long Service Leave in Short Blocks

The employer may permit teachers to take long service leave in periods which are not equal to a full term or terms.

14. Renewal Leave

14.1 The parties to this award recognise that the quality of teaching and students' educational outcomes may be improved by teachers' experiences out of the school environment, including further education,

professional experience, alternative employment in industry, opportunities to cope with personal or family demands and leisure activities.

- 14.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme, including the requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 14.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award including incremental progression.

15. Other Leave

15.1 Bereavement Leave

- (a) A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the teacher be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A teacher may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a teacher takes bereavement leave in accordance with paragraph (a) of this subclause an employer, in its absolute discretion, may grant the teacher additional leave as leave without pay or leave with pay.
- (c) Where a teacher requests leave to attend a funeral of a person not specified in paragraph (a) of this subclause, the employer in its absolute discretion may grant the teacher leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a teacher leave with pay in accordance with paragraphs (b) or (c) of this subclause, such leave will be deducted from the teacher's entitlement to sick leave in accordance with clause 10, Sick Leave.
- (e) Bereavement Leave shall be available to the teacher in respect to the death of a person in relation to whom the teacher could have utilised Personal/Carer's Leave in clause 11, provided that for the purpose of Bereavement Leave, the teacher need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 11.4 of clause 11, Catholic Personal/Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirements of the business.

15.2 Military Reserve Leave

A teacher who is a member of the Australian Military Reserve or other Australian military forces shall be granted unpaid leave for the purpose of attending any compulsory camp or posting.

15.3 Examination Study Leave

Any teacher who, for the purpose of furthering teacher training, enrolls in any course at a recognised higher education institution, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

15.4 Jury Service

- (a) A full-time or part-time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be required to reimburse to the employer any monies payable to the teacher for such attendance (excluding reimbursement of expenses) which required the teacher's absence from school.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

15.5 Short Community Service

Where a teacher's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a teacher shall be entitled to leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

15.6 Overseas Volunteer Programs

- (a) A full-time or part-time teacher shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this subclause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A teacher is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

16. Termination

16.1 Period of Notice

The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

16.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

16.3 Payment on Termination

A full-time, part-time or temporary teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this award.

16.4 Calculation of Payments

- (a) A payment made pursuant to this clause to a teacher whose teaching hours have remained constant during the school year in which the termination is effective shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the teacher since the school service date
 B = The number of non-term weeks in the school year
 C = The number of term weeks in the school year
 D = Result in weeks
 E = The number of non-term weeks worked by the teacher since the school service date
 F = Result in weeks
 G = Teacher's current fortnightly salary
 H = Amount Due

- (b) A payment made pursuant to this clause to a teacher whose teaching hours have varied during the course of the school year in which the termination is effective shall be calculated in accordance with the following formula:

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

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

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

where:

- A = Total salary paid to the teacher since the school service date
 B = Salary paid to the teacher in respect of non-terms weeks since the school service date
 C = Salary paid to the teacher in respect of term weeks since the school service date
 D = The total number of non-term weeks in the school year
 E = The total number of term weeks in the school year
 F = Result in dollars
 G = Amount Due

16.5 Statement of Service

Refer to subclauses 3.6 and 3.7 of clause 3, Terms of Engagement.

17. Occupational Superannuation (Contribution By Employer)

17.1 Definitions

For the purposes of this clause:

- (a) "Basic earnings" shall mean:

- (i) the minimum annual rate of salary prescribed from time to time for the employee by subclauses 4.1 and 4.7 of clause 4, Salary; and
 - (ii) the amount of any allowance which is prescribed from time to time for the employee by subclauses 4.2 of the clause 4 Salary and clause 5, Promotions Positions of this award; and
 - (iii) the amount of any payment made to the employee pursuant to clause 7, Annual Adjustment of Salary, or clause 16, Termination.
- (b) "Employee" means a teacher to whom this award applies.
 - (c) "Employer" means the employer of a teacher to whom this award applies.
 - (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth's operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
 - (e) "Casual" means a casual employee as defined in clause 2, Definitions.

17.2 Fund

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

17.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine or such other rate as provided by superannuation legislation as amended from time to time per cent of the employee's basic earnings.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as Trustees of the fund may reasonably determine.
- (c) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee has not applied to join a fund within six weeks of the employee's date of engagement, the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) An employer shall make contributions pursuant to this award in respect of:

- (i) casual employees who earn in excess of \$2,820.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
- (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (g) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (d) of this subclause in the case of a full-time employee and paragraph (f) of this subclause in the case of a casual employee.

17.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund, but shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 17.3 of this clause or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

18. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to effect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (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.
- (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Fair Procedures for Investigating Complaints of Child Abuse

19.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Child abuse" means:

- (a) assault (including sexual assault) of a child, or
- (b) ill-treatment or neglect of a child, or
- (c) exposing or subjecting a child to behaviour that psychologically harms the child, whether or not, in any case, with the consent of the child.

"Child abuse allegation" means an allegation of child abuse against an employee or an allegation of misconduct that may involve child abuse.

19.2 Natural Justice to employees in dealing with child abuse allegations

An employee, against whom a child abuse allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the child abuse allegation made against them and be given:

- (a) an opportunity to respond to the child abuse allegation; and
- (b) sufficient information to enable them to respond to the child abuse matters alleged against them. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the child abuse allegation and the names and positions of persons

who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

19.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files which the employer holds relating to the employee, concerning a child abuse allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the child abuse allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including Police criminal investigation, or any child abuse allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a child abuse allegation against an employee, in compliance with any statutory deadline.

19.4 Additional Documentation from Employee

- (a) An employee against whom a child abuse allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the child abuse allegation made against the employee.

19.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any child abuse allegation made against an employee.

20. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a teacher with or without pay while considering any matter which in the view of the employer could lead to the teacher's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the teacher and shall not, except with the teacher's consent, exceed a period of four weeks.

21. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this award by measures based on consultation, co-operation and negotiation.

- 21.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the workplace.

- 21.2 In the event of any matter arising which is of concern or interest, the teacher shall discuss this matter with the Principal or his or her nominee.
- 21.3 If the matter is not resolved at this level, the teacher may refer this matter to the union representative in the workplace, who will discuss the matter with the Principal or his or her nominee.
- 21.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the nominee of the employer for discussion and appropriate action. The nominee of the employer may request assistance from the Catholic Commission for Employment Relations.
- 21.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission of New South Wales.
- 21.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

22. No Extra Claims

- 22.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment -
- (a) for List C and List D employers until 31 December 2005; and
 - (b) for List A and List B employers, until 31 August 2004;
- 22.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until the dates prescribed in subclause 22.1 for the respective employers and no claim can be made for such increases.
- 22.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of conditions as agreed between the parties in July 2004.

23. Area Incidence and Duration

- 23.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award 2001 (published 14 December 2001, [330 I.G.372] as varied and the Teachers (Catholic Independent Schools) (State) Salaries Interim Award 2004.
- 23.2 It shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act 1990* including the following:

Berne Education Centre, Lewisham
Boys' Town, Engadine
Brigidine College, St Ives
Christian Brothers High School, Lewisham
Edmund Rice College, Wollongong
Holy Saviour School, Greenacre
Mater Dei Ltd
Mt Erin High School, Wagga Wagga
Mt St Benedict High School, Pennant Hills
Mt St Joseph Milperra Ltd
Oakhill College, Castle Hill
Our Lady of Lebanon College, Harris Park
Our Lady of Mercy College, Parramatta

Red Bend Catholic College, Forbes
 Santa Sabina College Ltd
 St Augustine's College, Brookvale
 St Charbel's College, Punchbowl
 St Clare's College, Waverley
 St Dominic's College, Penrith
 St Edmund's School, Wahroonga
 St Edward's College, East Gosford
 St Gabriel's School, Castle Hill
 St Gregory's Armenian College, Rouse Hill
 St Gregory's College, Campbelltown
 St Joseph's College, Hunters Hill
 St Lucy's School, Wahroonga
 St Maroun's School, Dulwich Hill
 St Patrick's College, Campbelltown
 St Patrick's College, Strathfield
 St Paul's International College, Moss Vale
 St Pius X College, Chatswood
 St Scholastica's College, Glebe
 Trinity Catholic College, Lismore
 Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award as published on 16 November 2001 at (329 IG 533).

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

23.3 It shall take effect from 1 January 2004 and remain in force until 31 December 2005.

PART B

MONETARY RATES

Table 1a - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept. 2002 \$	Annual Salary from the first full pay period on or after 1 Feb 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept. 2003 \$	Annual Salary from the first full pay period on or after 1 Feb 2004 (3%) \$
1	31,162	32,097	401	33,381	417	34,382

2	33,184	34,180	427	35,547	444	36,613
3	35,394	36,456	456	37,914	474	39,051
4	37,228	38,345	479	39,879	498	41,075
5	39,250	40,428	505	42,045	526	43,306
6	41,275	42,513	531	44,214	553	45,540
7	43,294	44,593	557	46,377	580	47,768
8	45,320	46,680	583	48,547	607	50,003
9	47,340	48,760	610	50,710	634	52,231
10	49,364	50,845	636	52,879	661	54,465
11	51,387	52,929	662	55,046	688	56,697
12	53,410	55,012	688	57,212	715	58,929
13	55,432	57,095	714	59,379	742	61,160
Senior Teacher Level 1	57,184	58,900	736	61,256	766	63,094

This table applies to teachers employed by St Clare's College, Waverley.

Table 1B(i) - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept 2002 \$	Annual Salary from the first full pay period on or after 1 Feb 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept 2003 \$	Annual Salary from the first full pay period on or after 1 Feb 2004 (3%) \$
1	31,210	32,146	402	33,432	418	34,435
2	33,234	34,231	428	35,600	445	36,668
3	35,447	36,510	456	37,970	475	39,109
4	37,285	38,404	480	39,940	499	41,138
5	39,310	40,489	506	42,109	526	43,372
6	41,335	42,575	532	44,278	553	45,606
7	43,361	44,662	558	46,448	581	47,841
8	45,387	46,749	584	48,619	608	50,078
9	47,412	48,834	610	50,787	635	52,311
10	49,438	50,921	637	52,958	662	54,547
11	51,464	53,008	663	55,128	689	56,782
12	53,488	55,093	689	57,297	716	59,016
13	55,516	57,181	715	59,468	743	61,252
Senior Teacher Level 1	57,269	58,987	737	61,346	767	63,186

This table applies to teachers employed by Brigidine College, St. Ives and Our Lady of Mercy College, Parramatta.

Table 1B(ii) - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 July 2001 (3%) \$	Annual Salary from the first full pay period on or after 1 July 2002 (3%) \$	(OOPS) One off payment to be paid on 1 Sept. 2002 \$	Annual Salary from the first full pay period on or after 1 Feb 2003 (4%) \$	(OOPS) One off payment to be paid on 1 Sept. 2003 \$	Annual Salary from the first full pay period on or after 1 Feb 2004 (3%) \$
1	31,210	32,146	402	33,432	418	34,435
2	33,234	34,231	428	35,600	445	36,668
3	35,447	36,510	456	37,970	475	39,109
4	37,285	38,404	480	39,940	499	41,138
5	39,310	40,489	506	42,109	526	43,372
6	41,335	42,575	532	44,278	553	45,606
7	43,361	44,662	558	46,448	581	47,841
8	45,387	46,749	584	48,619	608	50,078
9	47,412	48,834	610	50,787	635	52,311
10	49,438	50,921	637	52,958	662	54,547
11	51,464	53,008	663	55,128	689	56,782
12	53,488	55,093	689	57,297	716	59,016
13	55,516	57,181	715	59,468	743	61,252
Senior Teacher Level 1	57,269	58,987	737	61,346	767	63,186

1	31,164	32,099	401	33,383	417	34,384
2	33,187	34,183	427	35,550	444	36,617
3	35,399	36,461	456	37,919	474	39,057
4	37,231	38,348	479	39,882	499	41,078
5	39,254	40,432	505	42,049	526	43,310
6	41,276	42,514	531	44,215	553	45,541
7	43,299	44,598	557	46,382	580	47,773
8	45,323	46,683	584	48,550	607	50,007
9	47,343	48,763	610	50,714	634	52,235
10	49,366	50,847	636	52,881	661	54,467
11	51,391	52,933	662	55,050	688	56,702
12	53,413	55,015	688	57,216	715	58,932
13	55,437	57,100	714	59,384	742	61,166
Senior Teacher Level 1	57,186	58,902	736	61,258	766	63,096

This table applies to teachers employed by Santa Sabina College Ltd.

Table 1C - Annual Salary

Step	Effective from first pay period on or after 1 January 2004 (5.5%) \$	Effective from first pay period on or after 1 July 2004 (3%) \$	Effective from first pay period on or after 1 January 2005 (3.5%) \$
1	34,606	35,644	36,892
2	36,853	37,959	39,288
3	39,309	40,488	41,905
4	41,345	42,585	44,075
5	43,592	44,900	46,472
6	45,837	47,212	48,864
7	48,084	49,527	51,260
8	50,332	51,842	53,656
9	52,574	54,151	56,046
10	54,824	56,469	58,445
11	57,070	58,782	60,839
12	59,312	61,091	63,229
13	61,561	63,408	65,627
Senior Teacher Level 1	63,506	65,411	67,700

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edmund's School, Wahroonga; St Edward's College, East Gosford; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood, Waverley College, Waverley.

Table 1D - Annual Salary

Step	Effective from first pay period on or after 1 January 2004 (5.5%) \$	Effective from first pay period on or after 1 July 2004 (3%) \$	Effective from first pay period on or after 1 January 2005 (3.5%) \$
1	33,638	34,647	35,860

2	36,664	37,764	39,086
3	39,109	40,282	41,692
4	41,134	42,368	43,851
5	43,370	44,671	46,234
6	45,602	46,970	48,614
7	47,837	49,272	50,997
8	50,075	51,577	53,382
9	52,307	53,876	55,762
10	54,542	56,178	58,144
11	56,775	58,478	60,525
12	59,014	60,784	62,911
13	62,237	64,104	66,348
Senior Teacher Level 1*	63,476	65,380	67,668

* Applies to Mt St Benedict High School, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown and St Scholastica's College, Glebe only.

This table applies to teachers employed by employers in List D in paragraph (a) of subclause 3.1 of clause 3, Salary Scales - that is all employers covered by this award excluding Brigidine College, St Ives, St Clare's College, Waverley, Our Lady of Mercy College, Parramatta, Santa Sabina College Ltd, and scholls operated by the Trustees of the Christian Brothers.

Table 2A - Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2002 (3%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 (3%) \$
Senior Teacher Level 2	3,169	3,264	3,395	3,497
Co-ordinator 1	3,169	3,264	3,395	3,497
Co-ordinator 2	6,340	6,530	6,791	6,995
Co-ordinator 3	9,507	9,792	10,184	10,490

Assistant Principal Secondary Enrolment				
201-300	14,000	14,420	14,997	15,447
301-600	15,750	16,223	16,872	17,378
601-900	17,500	18,025	18,746	19,308
901 +	19,247	19,824	20,617	21,236
Assistant Principal Primary Enrolment				
201-250	10,745	11,067	11,510	11,855
251-400	12,331	12,701	13,209	13,605
401-600	14,000	14,420	14,997	15,447
601-800	15,750	16,223	16,872	17,378
801 +	17,477	18,001	18,721	19,283

This table applies to teachers employed by St Clare's College, Waverley.

Table 2B(i) - Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2002 (3%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 (3%) \$
Senior Teacher Level 2	3,184	3,280	3,411	3,513
Co-ordinator 1	3,184	3,280	3,411	3,513
Co-ordinator 2	6,367	6,558	6,820	7,025
Co-ordinator 3	9,552	9,839	10,233	10,540
Assistant Principal - Secondary department Enrolment at previous year's census date				
601-900	17,491	18,016	18,737	19,299
901+	19,241	19,818	20,611	21,229

This table applies to Brigidine College, St. Ives and Our Lady of Mercy, College, Parramatta.

Table 2B (ii) - Co-ordinator & Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 July 2001 (3%) \$	Annual Allowances from the first full pay period on or after 1 July 2002 (3%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2003 (4%) \$	Annual Allowances from the first full pay period on or after 1 Feb. 2004 (3%) \$
Senior Teacher 2	3,180	3,275	3,406	3,508
Co-ordinator 1	3,180	3,275	3,406	3,508
Co-ordinator 2	6,359	6,550	6,812	7,016
Co-ordinator 3	9,540	9,826	10,219	10,526
Assistant Principal - Secondary Enrolment in a secondary department at previous year's census date				
201-300	13,976	14,395	14,971	15,420
301-600	15,723	16,195	16,843	17,348
601-900	17,469	17,993	18,713	19,274
901+	19,217	19,794	20,586	21,204

Co-ordinator (Step 9) - Secondary	6,359	6,550	6,812	7,016
Co-ordinator (Step 7) - Primary	6,359	6,550	6,812	7,016
Assistant Principal - Primary Enrolment in a Primary Department at previous year's census date				
101-250	10,658	10,978	11,417	11,760
251-400	12,228	12,595	13,099	13,492
401-600	13,975	14,394	14,970	15,419
601-800	15,723	16,195	16,843	17,348
801+	17,469	17,993	18,713	19,274

This table applies to teachers employed by Santa Sabina College Ltd.

Table 2C - Co-ordinator & Assistant Principal Allowances

	Effective from first pay period on or after	Effective from first pay period on or after	Effective from first pay period on or after
--	--	--	--

	1 January 2004*	1 July 2004 (3%)	1 January 2005**
	\$	\$	\$
Senior Teacher Level 2	4,666	4,806	5,527
Co-ordinator 1	4,666	4,806	5,527
Co-ordinator 2	9,331	9,611	11,053
Co-ordinator 3	13,997	14,417	16,580
Assistant Principal - Secondary Enrolment			
201-300	17,131	17,645	19,924
301-600	19,116	19,689	22,081
601-900	21,097	21,730	24,234
901+	23,078	23,770	26,386
Assistant Principal - Primary Enrolment			
201-250	13,443	13,846	15,916
251-400	15,241	15,698	17,870
401-600	17,131	17,645	19,924
601-800	19,116	19,689	22,081
801+	21,097	21,730	24,234

This table applies to teachers employed in schools operated by the Trustees of the Christian Brothers, that is Christian Brothers High School, Lewisham; Edmund Rice College, Wollongong; St Dominic's College, Penrith; St Edwards College, East Gosford; St Edmund's School, Wahroonga; St Gabriel's School for Hearing Impaired Children, Castle Hill; St Patrick's College, Strathfield; St Pius X College, Chatswood; Waverley College, Waverley.

* Includes increased of 5.5% awarded on 19/12/03 and additional increases awarded on 10/6/04 for promotions positions.

** Includes increase of 3.5% and additional increases equivalent to 1.5% of total salary for Co-ordinators and 2% of total salary for Assistant Principals.

Table 2D (i)- Co-ordinator & Assistant Principal Allowances

Position	Effective from first pay period on or after 1 January 2004	Effective from first pay period on or after 1 July 2004 (3%)	Effective from first pay period on or after 1 January 2005
	\$	\$	\$
Senior Teacher 2	4,666	4,806	5,527
Co-ordinator 1	4,666	4,806	5,527
Co-ordinator 2	9,331	9,611	11,053
Co-ordinator 3	13,997	14,417	16,580
Assistant Principal - Secondary Enrolment in Secondary Department at previous year's census date.			
201-300	17,046	17,557	19,831
301-600	19,021	19,592	21,977
601-900	20,993	21,623	24,120
901-1200	22,963	23,652	26,261

1201+	24,938	25,686	28,407
Assistant Principal - Primary Enrolment in Primary Department at previous year's census date.			
101-250	13,379	13,780	15,846
251-400	15,167	15,622	17,789
401-600	17,046	17,557	19,831
601-800	19,021	19,592	21,977
801+	20,993	21,623	24,120
Assistant Principal - ST1 Allowance*	1,239	1,276	1,321

*This allowance does not apply to Mt. St Benedict High School, Pennant Hills; St Augustine's College, Brookvale; St Gregory's College, Campbelltown or St. Scholastica's College, Glebe.

This table applies to teachers employed by employers in List D in paragraph (a) of subclause 3.1 of clause 3, Salary Scales - that is, all employers covered by this award excluding Brigidine College, St Ives; St Clare's College, Waverley; OLMC, Parramatta; Santa Sabina College Ltd and schools operated by the Trustees of the Christian Brothers, provided however that this table does not apply to the Assistant Principals of Our Lady of Lebanon, Harris Park and Oakhill College, Castle Hill)

Assistant Principals salaries for Our Lady of Lebanon and Oakhill College are set out in the following table (2D (ii)).

Table 2D (ii)- Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon, Harris Park

Assistant Principals

	Effective from first pay period on or after 1 January 2004 \$	Effective from first pay period on or after 1 July 2004 (3%) \$	Effective from first pay period on or after 1 January 2005 \$
PRIMARY SCHOOLS			
101-250	76,855	79,161	83,515
251-400	78,643	81,002	85,457
401-600	80,522	82,938	87,500
601-800	82,497	84,972	89,645
801+	84,469	87,003	91,788
SECONDARY SCHOOLS			
201-300	80,522	82,938	87,500
301-600	82,497	84,972	89,645
601-900	84,469	87,003	91,788
900-1200	86,439	89,032	93,929
1201+	88,414	91,066	96,075

Table 3 - Other Rates

Item No.	Brief Description	Amount from 1 January 2004 (5.5%) \$	Amount from 1 July 2004 (3%) \$	Amount from 1 January 2005 (3.5%) \$
1	(i) Full-time Teacher teaching classes of children with a disability	1,883 per annum	1,939 per annum	2,007 per annum
	(ii) Part-time or Casual Teachers teaching classes of children with a	9.23 per day	9.51 per day	9.84 per day

	disability			
2	Principal Teachers of school for children with a disability for each Teacher supervised	294 per annum per teacher	303 per annum per teacher	314 per annum per teacher
3	Maximum payment per annum under Item 2	1,530 per annum	1,576 per annum	1,631 per annum
4	Own car allowance where use authorised by the school	0.51 per km	0.51 per km	0.51 per km

ANNEXURE A

1. Teacher Classifications and Teacher-Librarians

This Annexure contains more detail concerning qualifications equivalent to those specified for classifications in clause 2, Definitions, of this award.

- (a) Four Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who has satisfactorily completed a four years' training course at Sydney Teachers' College and the New South Wales Conservatorium of Music; or
 - (ii) A teacher who has satisfactorily completed a four years' diploma of Art course that incorporates the equivalent of a one year's full-time course in teacher education at a recognised higher education institution; or
 - (iii) A teacher, who in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iv) A teacher, who in addition to being a graduate, has completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (v) A teacher, who in addition to being a graduate, is eligible for Associate (Professional) Membership of the Library Association of Australia.
- (b) Three Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A Two Years Trained Teacher who, in addition, has satisfactorily completed the two semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who is a Three Years Conditionally Classified Teacher, who in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (iii) A teacher employed as a teacher-librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but is not a graduate.
- (c) Two Years Trained Teacher includes a teacher with the following equivalent qualifications:
- (i) A teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status, has satisfactorily completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution; or
 - (ii) A teacher who was classified as a One Year Trained Teacher prior to the introduction of this award and who in addition to the qualifications necessary for that classification, has satisfactorily

completed a two-semester course of training for teacher-librarians conducted by a recognised higher education institution

2. Teacher-Librarians

The role description of a Teacher-Librarian is as follows:

A Teacher-Librarian, where appointed in a school, is a member of the school's professional staff and is responsible to the principal for:

- (a) Participating in the teaching of information literacy in the context of the total curriculum; and
- (b) Assisting in the management of the school's information resources and services to facilitate learning/teaching.

This framework for the role of the Teacher-Librarian is necessarily broad and recognises that each role is significantly shaped by local needs and circumstances. It aims to identify the key accountabilities in the role but does not seek to nominate specific strategies for their implementation. It is the responsibility of each Principal to identify and document these for a given school.

The role description which is developed at each school should:

promote the role of Teacher-Librarian within the school

facilitate effective and valid appraisal

assist in establishing a professional development agenda for the Teacher Librarian

Key accountabilities

Within the school the teacher-librarian is expected to:

show a commitment to the Church's mission in Catholic education

have a professional involvement in the learning and teaching program of the school by collaborating with teachers in curriculum development, implementation and development

initiate and co-operate in programs to ensure students become discerning users of information to enable them to achieve the learning outcomes specified in the school's education programs

play a role in the whole schools information technology program

provide experiences to encourage reading, literacy, and information usage

develop, organise and manage information resources which meet the educational, cultural and recreational needs of students and the professional needs of teachers

facilitate access to external sources of information

take responsibility for library management

participate in activities which support the development of the school community

ANNEXURE B

PORTABILITY OF SICK LEAVE

Part to be completed by teacher

Name of Teacher: _____

Name of Former Catholic Employer: _____

I, _____ was formerly employed by _____
(Name of Teacher) (name of Former Catholic Employer)

as a teacher from _____ to _____
(Date) (Date)

I commenced as a teacher with the Former Catholic Employer on _____
(Date)

Part to be completed by former Catholic Employer:

_____ was employed by the employer as a teacher and ceased
(name of teacher)

work on _____
(date)

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

_____ (date)

(SET OUT RECORD)

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

Employer

Date

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
J. N. REDMAN, Commissioner.

Printed by the authority of the Industrial Registrar.

(493)

SERIAL C3050

**PRINCIPALS (ARCHDIOCESE OF SYDNEY AND DIOCESES OF
BROKEN BAY AND PARRAMATTA) (STATE) AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3544 of 2003)

The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner Redman

10 June & 6 August 2004

AWARD

PART A

CONDITIONS

This Award is arranged as follows:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
	(a) Principal
	(b) Diocese
	(c) Service Date
	(d) Statement of Service
3.	Terms of Engagement
	3.1 Letter of Appointment
	3.2 Principal Skill Development
4.	Salaries and Related Matters
	4.1 Minimum Annual Salary
	4.2 Payment of Salary
	4.3 Travelling Expenses
	4.4 Overpayment
	4.5 Annual Remuneration
5.	Annual Adjustment of Salary
	5.1 Payment on Termination
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10.	Long Service Leave
	10.1 Applicability of <i>Long Service Leave Act 1955</i>
	10.2 Quantum of Leave
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	10.7 Payment In Lieu of Long Service Leave
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	11.1 Bereavement Leave

- 11.2 Military Reserve Leave
- 11.3 Examination Study Leave
- 11.4 Jury Service
- 11.5 Short Community Service
- 11.6 Overseas Volunteer Programs
- 12. Renewal Leave
- 13. Continuity of Service
- 14. Termination
 - 14.1 Period of Notice
 - 14.2 Summary Dismissal
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 - 14.5 Statement of Service
- 15. Anti-Discrimination
- 16. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*.
 - 16.1 Definitions
 - 16.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations.
 - 16.3 Access to Files
 - 16.4 Additional Documentation from Employee
 - 16.5 Confidentiality of Documents and Files
 - 17. Disputes Procedure
 - 18. No Extra Claims
 - 19. Superannuation
 - 20. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates of Pay and Allowances

Annexure A - Portability

2. Definitions

For the purpose of this award:

- (a) "Principal" means a person appointed as such in a Catholic Systemic School conducted by a Diocese.
- (b) "Diocese" means one of the Archdiocese of Sydney, Diocese of Broken Bay or Parramatta as appropriate.
- (c) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (d) "Statement of Service" means a statement from an employer that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures

3.3 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer may provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.4 An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.5 Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1

- (a) The minimum annual salary payable to principals shall be set out in Table 1 - Principals Salary Schedule of Part B - Monetary Rates. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.
- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.
- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates".
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the principal, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the relevant union and employer representatives.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:
 - (i) during employment; or
 - (ii) on termination of employment; or
 - (iii) on death

shall be at the rate of pay as set out in Table 1 - Wage Rates of Part B - Monetary Rates.

5. Annual Adjustment of Salary

5.1 Payment on Termination and Adjustment of Salary for Principals Who Commence Employment After the School Service Date and for Principals Who Take Approved Leave Without Pay

This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions of this award.

5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to subclause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.

- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.

5.6 Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the *Annual Holidays Act 1944* in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.
- 6.3 The loading shall be calculated:
- In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the *Annual Holidays Act 1944*,
- (a) at the end of each year of his or her employment or, where relevant,
 - (b) the period of annual leave calculated under subclause 6.6.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 14 Termination.

- 6.6 Where a principal receives a payment pursuant to sub-clause 5.3, Clause 14 Termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. Sick Leave

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer, the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of hours bears to the number of hours of a full-time principal.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.
- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
 - (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
 - (ii) After consideration of the principal's response the employer may:
 - (A) require further evidence of illness; and/or
 - (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
 - (C) request a more detailed estimation of the likely length of the absence; and/or

- (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or.
- (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
 - (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
 - (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award.
- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent School shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 7 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) If required, the principal shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the principal. A principal is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

A principal with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).

Where a principal is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).

The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.

If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

With the consent of the employer, a principal may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill.

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and

commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.

- (b) The maternity leave shall be paid for nine weeks at the rate of salary the principal would have received if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the principal requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award

10. Long Service Leave

10.1 Applicability of *Long Service Leave Act 1955*

Except insofar as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to principals employed under this award.

10.2 Quantum of Leave

Subject to subclause 10.3 of this clause, the amount of long service leave to which a principal shall be entitled shall be:

- (a) In the case of a principal who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed 13 weeks; and

- (ii) and in respect of each additional seven years of service with the employer since the principal last became entitled to long service leave, 13.3 weeks, and with effect from 1 February, 2001, 14 weeks;
 - (iii) on the termination of the principal's employment, in respect of service with the employer since the principal last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service, and with effect from 1 February, 2001, 2.0 weeks for one year's service.
- (b) In the case of a principal who has completed with an employer five years service but less than ten years, and whose service is terminated or ceases for any reason shall be a proportionate amount on the basis of 13 weeks for ten years service.

10.3 Calculation of Entitlement

In the case of a principal whose service with an employer began before [the date of making of this award], and whose service would entitle the principal to long service leave under this clause, the amount of long service leave to which such principal shall be entitled shall be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 August 1985;
- (b) an amount calculated on the basis of the provisions of clause 8, Long Service Leave of the Principals (Catholic Systemic Schools) (State) Award, published 27 April 1990 and reprinted 10 May 1996 (292 IG 734), or provisions of any other relevant award applicable to the employee in respect of the period from 1 August 1985 to 30 January 1995;
- (c) an amount calculated on the basis of the provisions of clause 9 Long Service Leave of the Principals (Country and Regional Dioceses)(State) Award (published 12 June 1998 305 IG 330, as varied) or provisions of any other relevant award applicable to the employee in respect of the period from 30 January 1995 to 7 December 2000; and
- (d) an amount calculated on the basis of the provisions of this clause from 7 December 2000.

Notation:

- (i) This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service;
- (ii) The provisions of this award were the same as the provisions of the current award applicable to the period from 7 December 2000 to 1 February, 2001.

10.4. Conditions of Taking Leave

- (a) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer; provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave; and further provided that the employer shall give the principal not less than two school terms' notice of any requirement that such leave be taken.
- (b) A principal may request and be granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in

accordance with sub-clause 10.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.

- (d) Where a principal is entitled to an amount of long service leave which is in excess of a school term, the principal may elect not to take that part of the long service leave which is in excess of a term [the deferred leave] until such time as the principal accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

10.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January, 1985 until (the date of making of this award).

10.6 The service of a principal with an employer shall be deemed continuous, notwithstanding the service has been interrupted by reason of the principal taking maternity leave (including paid and unpaid leave in accordance with clause 9, Parental Leave and Allowances) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.7 Payment in Lieu of Long Service Leave

- (a) Where a principal takes long service leave for an entire school term, the principal and the employer may agree that, in addition to the long service leave, the principal be paid an amount in lieu of any additional long service leave accumulated by the principal, prior to the commencement of the long service leave.
- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.

10.8 Long Service Leave and Leave Without Pay

Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However, such leave without pay will ordinarily be approved for terms in the same year.

10.9 Long Service Leave in Short Blocks

- (a) Diocese of Broken Bay and Archdiocese of Sydney

The Diocese of Broken Bay and the Archdiocese of Sydney may permit principals to take long service leave in blocks of less than a full term without subclause 9.4(d) coming into effect, provided that;

- (i) the minimum period of leave to be taken in any one application is four weeks;

- (ii) the leave may not be taken during first term; and
 - (iii) the period of leave is taken within a single term.
- (b) Diocese of Parramatta

Following the completion of ten years' service access to periods of Long Service leave of less than one term may be requested and granted at the discretion of the Executive Director of Schools or his/her nominee and subject to the following:

- (i) this would normally be granted provided it takes into account professional obligations;
- (ii) it is granted for one period only within a given school year;
- (iii) it is not the first four weeks of a school year.

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
- (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.
- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her teacher training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

12. Renewal Leave

- 12.1 The parties to this award recognise that the quality of principal and students' educational outcome may be improved by principals' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to address personal or family demands and leisure activities.
- 12.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme including requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 12.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award.

13. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

14. Termination

14.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

14.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

14.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this award.

14.4 A payment made pursuant to this clause shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = principal's current fortnightly salary
- H = Amount Due

14.5 Statement of Service

Refer to sub-clause 3.4 of Terms of Engagement.

15. Anti-Discrimination

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

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

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations to ensure that the operation of the provision of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (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.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

16. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

16.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child,
whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

16.2 Natural Justice to Employees in Dealing With Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given:

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

16.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.
- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either:
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

16.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

16.5 Confidentiality of Documents and Files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

17. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 17.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 17.2 The principal shall discuss the matter with the Director or his/her nominee.
- 17.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 17.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 17.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 17.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

18. No Extra Claims

- 18.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 18.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.
- 18.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of long service leave as agreed between the parties in July 2004.

19. Superannuation

- 19.1 The subject of the 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.

- 19.2 Subject to the requirements of the legislation set out in subclause 19.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund; or
 - (b) any other complying fund approved by the employer.
- 19.3 In addition to any other requirements pursuant to the legislation set out in sub-clause 19.1 of this clause, the employer shall also make superannuation contributions on behalf of the principal in relation to payments made pursuant to clause 5 and clause 14.3 of this award, at the rate applicable under the legislation in respect of payments for ordinary time earnings.

20. Area, Incidence and Duration

- 20.1 This award rescinds and replaces the Principals (Dioceses of Broken Bay and Parramatta and Archdiocese of Sydney) (State) Award published 6 April 2001 [323 I.G. 780] as varied.
- 20.2 It shall apply to all principals employed in Catholic Systemic Schools in the Diocese of Broken Bay and Parramatta and the Archdiocese of Sydney, conducted by a Diocese as defined, excepting members of a recognised religious teaching order.
- 20.3
- (a) Subject to paragraph (b), this award shall take effect from 1 January 2004 and remain in force until 31 December 2005.
 - (b) Notwithstanding the provisions of paragraph (a) of this sub-clause, the following provisions shall not take effect until the date specified below:
 - (i) sub-clause 9.4 - 19 July 2004;
 - (ii) sub-clause 3.2 - 31 January 2005.

PART B

MONETARY RATES

Table 1 - Wage Rates

Principals Salary Schedule

Enrolment date previous year's census date	Gross Salary per annum from 1 January 2004*	Gross Salary per annum from 1 July 2004	Gross Salary per annum from 1 January 2005**
--	---	---	--

	\$	\$ (3%)	\$
PRIMARY			
1-250	88,231	90,878	96,331
251-400	91,349	94,089	99,734
401-600	95,395	98,257	104,152
601-800	99,048	102,019	108,140
801+	104,493	107,628	114,086
SECONDARY			
1-300	94,504	97,339	104,396
301-600	100,256	103,264	110,751
601-900	105,767	108,940	116,838
901-1200	108,577	111,834	119,942
1201+	113,105	116,498	124,944

Notes:

*Includes adjustment of 5.5% awarded on 19/12/03 and additional increases of 2.5% or 3.75% awarded on 10/6/04.

**Includes adjustment of 3.5% and additional increases of 2.5% or 3.75%.

Table 2 - Other Rates Of Pay And Allowances

Clause	Description	Allowance
4.3	Own Car Allowance	51 cents per kilometre

ANNEXURE A

PORTABILITY

Part to be completed by principal

Name of principal: _____

Name of Former Catholic Diocesan Employer: _____

I, _____ was formerly employed by _____ as a
 (name of Principal) (name of former Catholic Diocese)

 (teacher/principal)

from _____ to _____ I commenced as a _____
 (date) (date) (teacher/principal)

with the Diocese on _____
 (date)

 Signature

 Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
 (teacher/principal)

work on _____
 (name of principal)

_____ At that time, untaken sick leave with the employer over the proceeding
(date)

_____ years of continuous service is as follows:
(date)

(SET OUT RECORD)

e.g. Last year of employment

Year 2 accumulation	_____	Sick Days
Year 3 accumulation	_____	Sick Days
Year 4 accumulation	_____	Sick Days
Year 5 accumulation	_____	Sick Days
Year 6 accumulation	_____	Sick Days

_____ Employer

_____ Date

M. J. WALTON *J. Vice-President.*
P. J. SAMS *D.P.*
J. N. REDMAN, *Commissioner.*

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(496)

SERIAL C3051

**PRINCIPALS (COUNTRY AND REGIONAL DIOCESES) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3544 of 2003)

The Honourable Justice Walton, Vice-President
Mr Deputy President Sams
Commissioner Redman

10 June & 6 August 2004

AWARD

PART A

CONDITIONS

This Award is arranged as follows:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
	(A) Principal
	(B) Diocese
	(C) Service Date
	(D) Statement of Service
3.	Terms of Engagement
3.1	Letter of Appointment
3.2	Principal Skill Development
4.	Salaries and Related Matters
4.1	Minimum Annual Salary
4.2	Payment of Salary
4.3	Travelling Expenses
4.4	Overpayment
4.5	Annual Remuneration
5.	Annual Adjustment of Salary
5.1	Payment on Termination
5.2	Provisions
5.3	Calculation of Payments
5.4	Principals who Commence Employment After the School Service Date
5.5	Principals who take Approved Leave without Pay or Parental Leave
6.	Annual Holding Loading
7.	Sick Leave
7.1	Entitlement
7.2	Accumulation
7.3	Evidence of Sick Leave
7.4	Portability
8.	Catholic Personal/Carer's Leave
8.2	Use of Sick Leave for a Pressing Domestic Necessity
8.3	Notification of Intention to take Leave
8.4	Unpaid Leave for Family Purpose
9.	Parental Leave
9.10	Adoption Leave and Allowance
9.11	Paternity Leave
10.	Long Service Leave
10.1	Applicability of <i>Long Service Leave Act 1955</i>
10.2	Quantum of Leave

- 10.3 Calculation of Entitlement
- 10.4 Condition of Taking Leave
- 10.7 Payment In Lieu of Long Service Leave
- 10.8 Long Service Leave and Leave without Pay
- 10.9 Long Service Leave in Short Breaks
- 11. Other Leave
 - 11.1 Bereavement Leave
 - 11.2 Military Reserve Leave
 - 11.3 Examination Study Leave
 - 11.4 Jury Service
 - 11.5 Short Community Service
 - 11.6 Overseas Volunteer Programs
- 12. Renewal Leave
- 13. Continuity of Service
- 14. Termination
 - 14.1 Period of Notice
 - 14.2 Summary Dismissal
 - 14.3 Payment on Termination
 - 14.5 Statement of Service
- 15. Anti-Discrimination
- 16. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*.
 - 16.1 Definitions
 - 16.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations.
 - 16.3 Access to Files
 - 16.4 Additional Documentation from Employee
 - 16.5 Confidentiality of Documents And Files
- 17. Disputes Procedure
- 18. No Extra Claims
- 19. Superannuation
- 20. Area, Incidence And Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 1A - Wage Rates - Principals of Small Primary Schools

Table 2 - Other Rates of Pay and Allowances

Annexure A - Portability

Annexure B - Diocese of Lismore

2. Definitions

For the purpose of this award:

- (a) "Principal" means a person appointed as such.
- (b) "Diocese" means one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong as appropriate.
- (c) "Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.

- (d) "Statement of Service" means a statement from an employer that contains a start date, termination date and whether any leave without pay was taken.

3. Terms of Engagement

3.1 Letter of Appointment

The employer shall provide a principal on appointment with a letter stating, inter alia, the rate of salary as at appointment and an outline of superannuation benefits available.

3.2 Selection and Appointment Procedures

Normally the position of Principal (except where the position is filled temporarily by the Assistant Principal) will be appropriately advertised and appointments will be made following a selection process. Such appointments will be made on the basis of merit and suitability in accordance with documented diocesan selection process and appointment procedures

3.3 Principal Skill Development

- (a) Support for Beginning Principals - A principal in his or her first year as a principal shall be afforded Diocesan support in adjusting to the new role and demands of principalship. The principal will participate in such procedures as are afforded.

This process shall be determined by the employer in consultation with the principal to assist the principal's professional development in that role which shall be reviewed regularly throughout the year.

The employer shall provide a written statement to the principal, not later than four weeks before the end of the school year, outlining the principal's progress and development. Such statement may form part of a principal's portfolio pursuant to paragraph (b) of this subclause.

- (b) A principal may request and be given from time to time by the employer appropriate documentation as evidence of the principal's professional development and experience. These documents may, if the principal wishes, form a portfolio which shall remain the property of the principal.
- (c) Where the employer considers that a problem exists in relation to the principal's performance, the employer shall not use any agreed skill development process in substitution for, or as an alternative to, in whole or in part, procedures which apply to the handling of such problems.

3.4 An employer may direct a principal to carry out such duties as are within the limits of the principal's skill, competence and/or training.

3.5 Upon the termination of service of a principal, the employer shall provide a statement of service.

4. Salaries and Related Matters

4.1

- (a) The minimum annual salary payable to principals shall be set out in Table 1 - Principals Salary Schedule of Part B - Monetary Rates provided that the rates shown for principals of primary schools with enrolment bands of 1-100 shall only apply to principals in the Dioceses of Bathurst, Lismore and Wilcannia-Forbes. Table 1A - Principals of Small Primary Schools Diocese of Wagga Wagga shall apply to Principals of such schools with enrolments of 100 children or less. Fortnightly salaries shall be ascertained by dividing the annual salaries by 365/14 with the answer rounded to two decimal points.

- (b) This paragraph applies in circumstances where the enrolment at a school varies, such that the Principal is in a different enrolment band for the purpose of salary payable pursuant to paragraph (a) of this sub-clause and Table 1 - Salaries of Part B - Monetary Rates.

If the enrolment of a school at the August census date increases such that a different enrolment band is applicable, then the salary of the Principal shall increase from the beginning of the following school year.

If the enrolment of a school increases at the February census date such that a different enrolment band is applicable and such increase is maintained in the August census date, then the salary of the Principal shall be increased from the beginning of that school year.

If the enrolment of a school decreases at a census date such that a lower enrolment band is applicable, the salary of the Principal shall be nevertheless maintained at the higher band until the end of the current contract of the Principal. Where the contract of the Principal is subsequently renewed at the same school, the salary of the Principal for the subsequent contract shall be determined in accordance with the documented diocesan policy (such salary being not less than the applicable salary pursuant to paragraph (a) of this sub-clause).

4.2 Payment of Salary

- (a) The salary payable to a principal, pursuant to this clause shall, be paid fortnightly.
- (b) The salary payable to a principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

4.3 Travelling Expenses

- (a) Where a principal is required to provide transport in connection with the principal's employment, other than for journeys between home and place of employment, the principal shall be paid the allowance per kilometre of travel as set out in Table 2 - Other rates of Pay and Allowances, of "Part B - Monetary Rates". In the case of the Diocese of Lismore refer to Annexure B of this award. Provided that in relation to the Dioceses of Armidale, Bathurst, Wagga Wagga and Wilcannia-Forbes the applicable allowance per kilometre of travel shall be that which applies to teachers in the particular Diocese.
- (b) Travelling and other out-of-pocket expenses reasonably incurred by a principal in the course of duties required by the employer shall be reimbursed by the employer.

4.4 Overpayment

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the principal, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the relevant union and employer representatives.

4.5 Annual Remuneration

- (a) Notwithstanding subclause 4.1 of this clause, a principal may elect to receive his or her annual remuneration as a combination of salary (payable fortnightly) and benefits payable by the employer. The sum total of such salary, benefits, Fringe Benefits Tax and any employer administrative charge will equal the appropriate salary prescribed in the said subclause 4.1.
- (b) The employer will determine the range of benefits available to the principal and the principal may determine the mix and level of benefits as provided in paragraph (a) of this subclause.
- (c) Any other payment calculated by reference to the principal's salary and payable either:

- (i) during employment; or
- (ii) on termination of employment; or
- (iii) on death

shall be at the rate of pay as set out in Table 1 - Wage Rates of Part B - Monetary Rates.

5. Annual Adjustment of Salary

5.1 Payment on Termination and Adjustment of Salary for Principals Who Commence Employment After the School Service Date and for Principals Who Take Approved Leave Without Pay

This clause will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act 1944*; and
- (b) notwithstanding any other provisions of this award.

5.2 The provisions of this clause shall apply as set out in the relevant sub-clauses where:

- (a) a principal commences employment after the school service date; or
- (b) a principal takes approved leave without pay or parental leave for a period which (in total) exceeds 20 pupil days in any year.

5.3 Calculation of Payments

A payment made pursuant to this clause shall be calculated in accordance with the following formula:

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

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

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

where:

- A = The number of term weeks worked by the principal since the school service date
- B = The number of non-term weeks in the school year
- C = The number of term weeks in the school year
- D = Result in weeks
- E = The number of non-term weeks worked by the principal since the school service date
- F = Result in weeks
- G = The principal's current fortnightly salary
- H = Amount Due

5.4 Principals Who Commence Employment after the School Service Date

- (a) A principal who commences employment after the school service date shall be paid from the date the principal commences provided that, at the end of Term IV, the principal shall be paid an amount calculated pursuant to sub-clause 5.3 of this clause and shall receive no other salary until his or her return to work in the following school year.

- (b) In each succeeding year of employment, the anniversary of appointment of the principal for the purposes of this clause shall be deemed to be the school service date.

5.5 Principals Who Take Approved Leave Without Pay or Parental Leave

Where a principal takes leave without pay or parental leave with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave commences and concludes in the same school year payment shall be calculated and made at the conclusion of Term IV of that school year.
- (b) If the leave is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes a payment shall be calculated and made in respect of that school year.
- (c) Where a principal who has received a payment pursuant to paragraph (b) of this sub-clause returns from leave in the same year rather than the next school year as anticipated, then the principal shall be paid at the conclusion of Term IV as follows:
 - (i) by applying the formula in sub-clause 5.3 as if no payment had been made to the principal at the commencement of leave;
 - (ii) by deducting from that amount the amount earlier paid to the principal.

- 5.6 Notwithstanding the provisions of paragraph (a) of subclause 5.1 of this clause, a principal shall not, pursuant to this clause, be paid an amount in respect of a year of employment which is less than the amount to which the principal would otherwise be entitled under the provisions of the *Annual Holidays Act 1944* in respect of a year of employment.

6. Annual Holiday Loading

- 6.1 Subject to sub-clause 6.6 of this clause, where a principal is given and takes his or her annual holiday commencing at the beginning of the school summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.

- 6.2 The loading shall be payable in addition to the pay payable to the principal for the period of the school vacation.

- 6.3 The loading shall be calculated:

In relation to such period of a principal's annual holiday as is equal to the period of annual holiday to which the principal is entitled for the time being under the *Annual Holidays Act 1944*,

- (a) at the end of each year of his or her employment or, where relevant,
- (b) the period of annual leave calculated under subclause 6.6.

6.4 The loading shall be the amount payable for the period specified in subclause 6.3 or 6.6 of this clause at the rate of 17½ per cent of the weekly equivalent of the principal's annual salary.

6.5 For the purposes of this clause, "salary" shall mean the salary payable to the principal at 1 December of the year in which the loading is payable.

Provided that, where subclause 6.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the principal pursuant to clause 5 Annual Adjustment of Salary or Clause 14 Termination.

6.6 Where a principal receives a payment pursuant to sub-clause 5.3, clause 14 termination of this award, including the case where a principal's employment is terminated during the school year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by him or her in that year bears to the number of school weeks he or she would be normally required by the employer to work in a full school year.

7. Sick Leave

7.1 Entitlement

Any full-time principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury and subject to the following conditions and limitations:

- (a) In respect of each year of service with an employer the period of sick leave shall, subject to subclause 7.2 of this clause, not exceed in any year of service 25 working days on full pay.
- (b) A principal shall not be entitled to paid sick leave for any period in respect of which such principal is entitled to workers' compensation.
- (c) A principal shall not be entitled to paid sick leave unless he or she notifies the Regional Director of the school (or such other person deputised by the Director) prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the Regional Director or was unable to take such steps.
- (d) The sick leave entitlement of a part-time principal shall be in that proportion which the number of hours bears to the number of hours of a full-time principal.

7.2 Accumulation

Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave in any year of service with an employer shall be accumulated, provided that a principal shall only be entitled to the sick leave accumulated in respect of the 6 years of continuous service immediately preceding the current year of service and the maximum accumulation shall not exceed 150 days on full.
- (b) Sick leave which accrues to a principal at the commencement of a year of service pursuant to subclause 7.1 of this clause shall be taken prior to the taking of any sick leave which the principal has accumulated in accordance with this subclause.

7.3 Evidence of Sickness

- (a) In each year, with the exception of the first two days absence due to illness, a principal shall, upon request, provide a medical certificate addressed to the employer or, if the employer requires, to a medical practitioner nominated by the employer.

- (b) Where a principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the principal's sickness, then the employer may take action in accordance with this subclause.
- (i) The employer may arrange a meeting in order to clarify the position with the principal. The employer shall invite the principal to respond verbally to the issues raised by the employer. If the principal is a union member then the principal may seek union advice and assistance.
- (ii) After consideration of the principal's response the employer may:
- (A) require further evidence of illness; and/or
- (B) request the principal to obtain a second opinion from another doctor at the employer's cost; and/or
- (C) request a more detailed estimation of the likely length of the absence; and/or
- (D) require the principal to obtain a medical report (at the employer's cost) in relation to the likely period of absence; and/or.
- (E) discuss with the principal any other action.
- (iii) The principal may, if a member of the union, request that this matter be discussed at any stage between the union and the employer.
- (iv) The parties agree to meet to review the operation of this subclause after the award has been in place for twelve months, if either party to the award so requests.

7.4 Portability

- (a) A principal who was previously employed with another Catholic Diocesan employer or Catholic Independent School as a full-time, part-time or temporary employee and is employed with or in a Diocese on or after 3 February 1997, shall be entitled to portability of sick leave in accordance with this subclause.
- (b) Untaken sick leave which has accumulated in accordance with subclauses 7.2 and 7.3 of this clause since 29 January 1996 shall be credited to the principal as his/her accumulated sick leave on their commencement of their employment with or in a Diocese.
- (c) For a principal to be eligible for portability of sick leave under this clause, the principal must satisfy the following criteria:
- (1) The principal has commenced employment with the Diocese within six months or two terms, whichever is the greater, of employment terminating with the other Catholic Diocesan employer or Catholic Independent School.
- (2) The former Catholic Diocesan employer or Catholic Independent School will provide to each employee on the principal's termination of employment, a completed version of the form set out in Annexure A of this award and the principal will provide the original completed form to the new Catholic Diocesan employer within four school weeks of the commencement of employment.
- (d) For the purposes of this subclause "Catholic Diocesan employer" shall mean the Archdioceses of Sydney and Canberra/Goulburn, the Dioceses of Broken Bay, Parramatta, Armidale, Bathurst, Lismore, Maitland/Newcastle, Wagga Wagga (and the Trustees of the Diocese of Wagga Wagga), Wilcannia/Forbes and Wollongong; and "Catholic Independent School" means an

employer respondent to the Teachers (Catholic Independent Schools) (State) Award published on 21 August 1998 (306 IG 295) (as varied from time to time) or any award replacing such award.

- (e) Notwithstanding paragraphs (a) and (b) of this subclause, the maximum sick leave portable between Catholic Diocesan employers or Catholic Independent School shall be 150 days and the sick leave in any one year pursuant to paragraph (a) of subclause 7.1 of this clause shall not exceed 25 days (with one or more employers).

8. Catholic Personal/Carer's Leave

8.1 Use of Sick Leave to Provide Care and Support for a Family Member

- (a) A principal with responsibilities in relation to a family member set out in subparagraph (ii) of paragraph (c) who needs the principal's care and support, shall be entitled to use, in any year, in accordance with this subclause, 10 days of current and 30 days accrued sick leave entitlement, provided for at Clause 7 of the award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) If required, the principal shall establish the illness of the person concerned either by production of a medical certificate, statutory declaration, written statement or other evidence and that the illness is such as to require care and support by the principal. A principal is not entitled to family leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the principal being responsible for the care of the person concerned; and
 - (ii) the family member being a parent, step-parent, spouse, grandchild, sibling, grandparent, child, step-child, foster child, adopted child and foster parent of the principal or spouse.

8.2 Use of Sick Leave for a Pressing Domestic Necessity

- (a) Subject to paragraph (c), for the purposes of this clause "pressing domestic necessity" means any reason at the discretion of the employer, provided that such discretion is not unreasonably withheld and is exercised so as not to contravene any applicable provisions of the *Anti-Discrimination Act 1997*.

A principal with sick leave credits may apply to utilise such credits up to 5 of any current or accrued sick leave entitlement days in any one year of the principal's service, for any pressing domestic necessity other than to care for or support a person defined in subparagraph 8.1(c)(ii).

Where a principal is not entitled to utilise sick leave credits pursuant to paragraph 8.1(a) he or she may access 10 days current and 30 days accrued sick leave for any pressing domestic necessity where the principal is responsible for the care or support of a person not referred to in subparagraph 8.1(c)(ii).

The yearly entitlement for the purpose of pressing domestic necessity in paragraph 8.2(b) is non-cumulative.

If required, a principal shall provide a written statement or other evidence supporting the application for Personal/Carer's Leave for the purpose of pressing domestic necessity.

8.3 Notification of Intention to Take Leave

In relation to sub-clauses 8.1 and 8.2, wherever practicable, a principal shall give the employer notice prior to the absence of the intention to take leave. The principal shall also provide the name of the person requiring care, that person's relationship to the principal, the nature of any pressing domestic necessity, the reasons for taking such leave and the estimated length of absence. If it is not practicable

for the principal to give prior notice of absence, the principal shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.4 Unpaid Leave for Family Purpose

With the consent of the employer, a principal may elect to take unpaid leave for the purpose of providing care and support to a person referred to in subparagraph 8.1(c)(ii) or paragraph 8.2(c) who is ill.

9. Parental Leave

9.1 Maternity Leave

- (a) A principal who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, is granted maternity leave for a period of nine weeks or longer by the employer and commences maternity leave on or after 27 January 2004, shall be entitled to maternity leave in accordance with this sub-clause.
- (b) The maternity leave shall be paid for nine weeks at the rate of salary the principal would have received if the principal had not taken maternity leave. (If the period of maternity leave granted to the principal is for less than nine weeks then the period of paid maternity leave shall be for such lesser period).
- (c) The principal may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the principal requests and the employer agrees, the final three weeks of the leave may be paid at half pay for a period of six weeks.
- (d) Where a principal applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the principal shall give the employer at least one month's notice of intention.
- (e) If a principal has commenced paid maternity leave and subsequently the principal's pregnancy results in a miscarriage or a still birth, the principal shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the principal.
- (f) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (g) A principal on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (h) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation

- (i) The employers are of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employers are prepared to extend the time of maternity leave beyond that maximum

entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.

- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 27 January 2004, if the first day off work due to maternity leave is on or after 27 January 2004.

9.2 Adoption Leave

- (a) A principal who applies for adoption leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and is granted such leave by the employer in accordance with these provisions, shall be entitled to payment of adoption leave under the same (or comparable) conditions as those set out in this clause in relation to paid maternity leave. Provided further that adoption leave shall only be payable in respect of one adopting parent of a child.
- (b) A principal shall be entitled to one day's leave with pay for the purpose of adopting any child provided that he or she is not also entitled to payment of adoption leave pursuant to paragraph (a) of this sub-clause.

9.3 Paternity Leave

- (a) A principal shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 9.3(a), a principal shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the principal's entitlement to Catholic Personal/Carer's Leave pursuant to clause 8 of this award.
- (c) The principal shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the principal to take leave at a time outside the period specified in this paragraph. If the principal chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the principal does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 9.3(a) and (b) is inclusive of, and not in addition to, the principal's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The principal must, at least 4 weeks before proceeding on leave pursuant to paragraph 9.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 9.3(c) above.

9.4 Prior Service with Another Catholic Diocesan Employer or Catholic Independent School

For the purpose of eligibility for maternity leave and adoption leave pursuant to this clause, a teacher who is not eligible for such leave because he or she has less than twelve months continuous service as required pursuant to Section 57 of the *Industrial Relations Act*, shall nevertheless be deemed to have completed twelve months continuous service with the current employer if immediately prior to commencement of service with the current employer, he or she had twelve months continuous service with another Catholic Diocesan Employer or Catholic Independent School.

"Catholic Diocesan Employer" and "Catholic Independent School" shall have the same meaning as in sub-clause 7.4(d) of this award

10. Long Service Leave

10.1 Applicability of *Long Service Leave Act 1955*

Except insofar as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to principals employed under this award.

10.2 Quantum of Leave

Subject to subclause 10.3 of this clause, the amount of long service leave to which a principal shall be entitled shall be:

- (a) In the case of a principal who has completed at least ten years service with the same employer:
 - (i) in respect of ten years service so completed 13 weeks; and
 - (ii) and in respect of each additional seven years of service with the employer since the principal last became entitled to long service leave, 13.3 weeks, and with effect from 1 February, 2001, 14 weeks;
 - (iii) on the termination of the principal's employment, in respect of service with the employer since the principal last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.9 weeks for one year's service, and with effect from 1 February, 2001, 2.0 weeks for one year's service.
- (b) In the case of a principal who has completed with an employer five years service but less than ten years, and whose service is terminated or ceases for any reason shall be a proportionate amount on the basis of 13 weeks for ten years service.

10.3 Calculation of Entitlement

In the case of a principal whose service with an employer began before 7 December, and whose service would entitle the principal to long service leave under this clause, the amount of long service leave to which such principal shall be entitled shall be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 August 1985;
- (b) an amount calculated on the basis of the provisions of clause 8, Long Service Leave of the Principals (Catholic Systemic Schools) (State) Award*, published 27 April 1990 and reprinted 10 May 1996 (292 IG 734), or provisions of any other relevant award applicable to the employee in respect of the period from 1 August 1985 to 30 January 1995;
- (c) an amount calculated on the basis of the provisions of clause 9 Long Service Leave of the Principals (Country and Regional Dioceses)(State) Award** (published 12 June 1998 305 IG 330, as varied) or provisions of any other relevant award applicable to the employee in respect of the period from 30 January 1995 to 7 December 2000; and
- (d) an amount calculated on the basis of the provisions of this clause from 7 December.

Notation:

- (i) This award provided for 10.5 weeks long service leave for the first ten years of service and then 1.5 weeks for each completed year of service after ten years qualifying service;
- (ii) The provisions of this award were the same as the provisions of the current award applicable to the period from 7 December to 1 February, 2001.

(e) Diocese of Wagga Wagga - Primary Schools

Notwithstanding the other provisions of this subclause, in the period from 1 January 1995 until 27 January, 1998 the long service leave entitlement of principals employed in the Diocese of Wagga Wagga was as set out in the Enterprise Agreement Principals Employed by the Catholic Education Office, Diocese of Wagga Wagga (EA 516/94). This Agreement provided for 13 weeks of long service leave in the first 10 years of service and then 2 weeks for each year of service after 10 qualifying years of service.

10.4 Conditions of Taking Leave

- (a) Where a principal has become entitled to long service leave in respect of the principal's service with an employer, the employer shall give to the principal and the principal shall take the leave as soon as practicable, having regard to the needs of the employer; provided always that unless the employer otherwise agrees, the principal shall give not less than two school terms notice of the principal's wish to take leave; and further provided that the employer shall give the principal not less than two school terms' notice of any requirement that such leave be taken.
- (b) A principal may request and be granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave comprises one or more complete school terms.
- (c) Long Service leave will be exclusive of pupil vacation periods adjacent to or within the period of leave. Provided however that in the case only of a principal who wishes to take a short block of long service leave immediately before or immediately after a pupil vacation period but not in accordance with sub-clause 10.9 (Long Service Leave in Short Blocks) nor in accordance with other diocesan policy on long service leave then the employer may impose that the leave is inclusive of the pupil vacation period adjacent to or within the period of leave.
- (d) Where a principal is entitled to an amount of long service leave which is in excess of a school term, the principal may elect not to take that part of the long service leave which is in excess of a term (the deferred leave) until such time as the principal accumulates further entitlements which, when taken together with the deferred leave, enables long service leave to be taken for a whole term.

10.5 A period of long service leave will be exclusive of a public holiday falling within it.

Notation:

A contrary provision applied under previous awards in place from 1 January, 1985 until 7 December.

10.6 The service of a principal with an employer shall be deemed continuous, notwithstanding the service has been interrupted by reason of the principal taking maternity leave (including paid and unpaid leave in accordance with clause 9, Parental Leave and Allowances) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

10.7 Payment in Lieu of Long Service Leave

- (a) Where a principal takes long service leave for an entire school term, the principal and the employer may agree that, in addition to the long service leave, the principal be paid an amount in lieu of any additional long service leave accumulated by the principal, prior to the commencement of the long service leave.

- (b) The maximum payment in lieu of long service leave in paragraph (a) of this subclause, which can be made by the employer, is a payment equivalent to five weeks' salary in lieu of the long service leave.
- (c) Any payment in paragraph (b) of this subclause will be paid by the employer upon the commencement of the principal's long service leave.
- (d) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a principal's entitlements to long service leave will be reduced by the extent of such payment.

10.8 Long Service Leave and Leave Without Pay

Where a principal takes long service leave for an entire school term and the principal wishes to take the following school term as leave without pay, the employer will ordinarily consent to such arrangement where the principal has had five years continuous service with that employer. However, such leave without pay will ordinarily be approved for terms in the same year.

10.9 Long Service Leave in Short Blocks

An employer may permit a principal to take long service leave in short blocks (of less than a full term) provided that:

- (a) professional obligations are taken into account
- (b) the minimum period of leave is four weeks
- (c) the leave is not taken during the first term
- (d) the leave is granted for one period only within a given school year
- (e) the period of leave is taken within a single term

11. Other Leave

11.1 Bereavement Leave

- (a) A principal shall, on the death of a spouse, father, mother, father-in-law, mother-in-law, grandparent, brother, sister, child, stepchild or grandchild of the principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days. A principal may be required to provide the employer with satisfactory evidence of such death.
- (b) Where a principal takes bereavement leave in accordance with paragraph (a) of this subclause, an employer in their absolute discretion may grant the principal additional leave as leave without pay or leave with pay.
- (c) Where a principal requests leave to attend a funeral of a person not specified in paragraph (a), the employer in their absolute discretion may grant the principal leave as leave without pay or bereavement leave with pay.
- (d) Where an employer grants a principal leave with pay in accordance with paragraphs (b) or (c), such leave will be deducted from the principal's entitlement to sick leave in accordance with clause 7, Sick Leave.
- (e) Bereavement Leave shall be available to the principal in respect to the death of a person in relation to whom the principal could have utilised Personal/Carer's Leave in clause 8, provided

that for the purpose of Bereavement Leave, the principal need not have been responsible for the care of the person concerned.

- (f) Bereavement Leave may be taken in conjunction with other leave available under subclause 8.4 of Clause 8, Catholic Personal/ Carer's Leave or equivalent. In determining such a request the employer will give consideration to the circumstances of the principal and the reasonable operational requirements of the business

11.2 Military Reserve Leave

A principal who is a member of the Australian Military Reserve or other Australian military forces shall be granted leave without pay for the purpose of attending any compulsory camp or posting.

11.3 Examination Study Leave

Any principal, who for the purposes of furthering his or her teacher training, enrolls in any course at a recognised higher education institution, shall be granted:

- (a) leave with pay on the day of any examination required in the course;
- (b) leave without pay for the purpose of attending any compulsory residential school which is part of such course.

11.4 Jury Service

- (a) A principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The principal shall be required to reimburse to the employer any monies payable to the principal for such attendance (excluding reimbursement of expenses) which required the principal's absence from school.
- (b) The principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

11.5 Short Community Service

Where a principal's involvement in a community service activity has been approved by the employer after consideration of the needs of the school, a principal shall be entitled to paid leave of not more than five days in any school year (unless agreed with the employer) for emergency leave for service to the community. Examples of purposes for which such leave may be granted include to work in the State Emergency Service or Volunteer Fire Brigade.

11.6 Overseas Volunteer Programs

- (a) A principal shall be entitled to leave without pay to work in a recognised overseas volunteer program in accordance with this sub-clause. Such leave shall normally be granted for one year but may be granted for up to two years if required by the relevant volunteer program and agreed by the employer.
- (b) A principal is eligible for leave after completion of five years continuous service with the employer. An application for leave shall be accompanied by evidence of approval to work in the scheme and the proposed period of leave.
- (c) Such leave without pay shall not count as service with the employer for the purpose of long service leave.

This sub-clause shall not apply to the Diocese of Wilcannia-Forbes.

12. Renewal Leave

- 12.1 The parties to this award recognise that the quality of principal and students' educational outcome may be improved by principals' experiences out of the school environment, including further education, professional experience, alternative employment in industry, opportunities to address personal or family demands and leisure activities.
- 12.2 The parties agree to implement a scheme of renewal leave. The parties are to agree on the terms of entry, continuation and exit from the scheme including requirements to take the leave over a full school year and specifying the time frame in which the leave is to be taken by the teacher.
- 12.3 The period of renewal leave will be treated as if it were leave without pay for the purpose of other entitlements under this award.

13. Continuity of Service

The service of a principal with an employer shall be deemed to be continuous for all purposes, notwithstanding that part of the period of service with the employer was as a teacher, principal, consultant, or in a similar position, and part as a principal.

14. Termination

14.1 Period of Notice

The employment of any principal shall not be terminated without at least ten school term weeks notice on either side, or the payment of, or forfeiture of, ten weeks' salary in lieu of notice. Provided that such ten weeks' notice shall expire within the school term during which it is given and shall expire either:

- (a) at the end of the said school term; or
- (b) at least two weeks before the end of the said school term.

14.2 Summary Dismissal

The foregoing shall not affect the right of the employer to dismiss summarily any principal for incompetence, misrepresentation, neglect of duty or other misconduct.

14.3 Payment on Termination

A full-time principal shall be entitled on termination of employment to a payment calculated in accordance with this clause which will apply:

- (a) in lieu of the corresponding provisions of the *Annual Holidays Act, 1944*; and
- (b) notwithstanding any other provisions in this award.

14.4 A payment made pursuant to this clause shall be calculated in accordance with the following formula:

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

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

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

where:

A = The number of term weeks worked by the principal since the school service date

- B = The number of non-term weeks in the school year
C = The number of term weeks in the school year
D = Result in weeks
E = The number of non-term weeks worked by the principal since the school service date
F = Result in weeks
G = principal's current fortnightly salary
H = Amount Due

14.5 Statement of Service

Refer to sub-clause 3.4 of Terms of Engagement.

15. Anti-Discrimination

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

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

16. Fair Procedures for Investigating Allegations of Reportable Conduct and Exempt Allegations Pursuant to the *Ombudsman Act 1974*

16.1 Definitions

For the purpose of this clause:

"Child" means a person under the age of 18 years.

"Reportable Conduct" as defined in the *Ombudsman Act 1974* means:

- (a) Any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including a child pornography offence), or
- (b) Any assault, ill treatment or neglect of a child, or
- (c) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

"Exempt Allegation" means an allegation to which one or more of the exemptions to reportable conduct pursuant to the *Ombudsman Act 1974* applies. These exemptions are:

- (a) conduct that is reasonable for the purpose of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (b) the use of physical force that, in all the circumstances, is trivial and negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (c) conduct of a class or kind exempted from being reportable conduct by the Ombudsman under section 25CA of the *Ombudsman Act 1974*.

"Reportable allegation" means an allegation of reportable conduct against an employee or an allegation of misconduct that may involve reportable conduct.

16.2 Natural Justice to Employees in Dealing with Reportable Allegations and Exempt Allegations

An employee, against whom a reportable allegation or an exempt allegation has been made in the course of employment, is to be informed by his or her employer (or the person delegated by his or her employer to do so) of the reportable allegation or exempt allegation made against them and be given.

- (a) an opportunity to respond to the reportable allegation or exempt allegation; and
- (b) sufficient information to enable them to respond to the matters alleged against him/her. He or she must be given full details unless the Police or other government agency involved in the investigation of the matters alleged against the employee, have otherwise directed the employer not to do so.

Where an interview is required, the employee shall be advised in advance of the general purpose of any interview relevant to the reportable allegation or exempt allegation the names and positions of persons who will be attending the interview; the right to be advised of an entitlement to be accompanied by a person of the employee's choice (a witness), and sufficient notice of the proposed meeting time to allow such witness to attend. Such witness may be a union representative.

16.3 Access to files

- (a) Such employee is to be informed by his or her employer of the location of any files that the employer holds relating to the employee, concerning a reportable allegation or an exempt allegation made against the employee.

- (b) The employee may, subject to giving reasonable notice, have the right to inspect such files held by the employer.
- (c) The employer may restrict or withhold access to any such file, or part of a file, where the employer has reason to believe that the provision of access would either;
 - (i) compromise or put at risk the welfare or safety of a child who is the alleged victim or subject of the reportable allegation or exempt allegation, or
 - (ii) contravene any statutory provision, or guideline or policy directive of an government authority or agency, in relation to the reporting or investigation, including police criminal investigation, of any reportable allegation or exempt allegations, or
 - (iii) prevent the employer from conducting or completing the investigation or reporting of the details of a reportable allegation or an exempt allegation against an employee, in compliance with any statutory deadline.

16.4 Additional Documentation from Employee

- (a) An employee against whom a reportable allegation or an exempt allegation has been made may submit to his or her employer documentation, in response to the matters alleged against him or her.
- (b) The employer must place such documentation on the file held by the employer concerning the reportable allegation or exempt allegation made against the employee.

16.5 Confidentiality of documents and files

- (a) The employer must implement procedures to safeguard the confidentiality of any file held by the employer concerning any reportable allegation or exempt allegations made against an employee.

17. Disputes Procedure

The objective of these procedures is the avoidance or resolution of industrial disputation, arising under this agreement, by measures based on consultation, co-operation and negotiation.

- 17.1 Without prejudice to other party, the parties shall ensure the continuation of work in accordance with this award and custom and practice in the schools of the employer.
- 17.2 The principal shall discuss the matter with the Director or his/her nominee.
- 17.3 If the matter is not resolved, the principal may take this matter to the union who will discuss the matter with the Director or his/her nominee.
- 17.4 If the matter remains unresolved, it shall be referred to the General Secretary of the union or his or her nominee and the senior official or his or her nominee of the Catholic Education Office (or Catholic Schools Office) of the relevant Diocese for discussion and appropriate action. The senior official may request assistance from the Catholic Commission for Employment Relations.
- 17.5 If this matter cannot be resolved at this level it may be referred to the Industrial Relations Commission.
- 17.6 Nothing contained in this procedure shall prevent the General Secretary of the union or his or her nominee or the nominee of the employer from entering into negotiations at any level, either at the request of a member or on his or her own initiative, in respect of matters in dispute should such action be considered conducive to achieving resolution of the dispute.

18. No Extra Claims

- 18.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment until 31 December 2005.
- 18.2 The parties agree that the wage increases provided for in this award are in lieu of any improvements in wages provided for under any decision of the Industrial Relations Commission of New South Wales (including any State Wage Case decision) handed down prior to or during the nominal term of this award and until 31 December 2005 and no claim can be made for such increases.
- 18.3 The parties agree that leave is reserved to the union to seek to vary the award in respect of long service leave as agreed between the parties in July 2004.

19. Superannuation

- 19.1 The subject of the 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.
- 19.2 Subject to the requirements of the legislation set out in subclause 19.1, superannuation contributions may be made to:
- (a) Non Government Schools Superannuation Fund; or
 - (b) any other complying fund approved by the employer.
- 19.3 In addition to any other requirements pursuant to the legislation set out in sub-clause 19.1 of this clause, the employer shall also make superannuation contributions on behalf of the principal in relation to payments made pursuant to clause 5 and clause 14.3 of this award, at the rate applicable under the legislation in respect of payments for ordinary time earnings.

20. Area, Incidence and Duration

- 19.1 This award rescinds and replaces the Principals (Country and Regional Dioceses) (State) Award published 6 April 2001 (323 I.G. 801) as varied.
- 19.2 It shall apply to all principals employed in any recognised Catholic school or special school registered under the provisions of the *Education Act 1990* and operated by one of the Dioceses of Armidale, Bathurst, Lismore, Maitland-Newcastle, Wagga Wagga, Wilcannia-Forbes or Wollongong and the principal of Catholic High School, Griffith.
- 19.3 It shall take effect from 1 January 2004 and remain in force until 31 December 2005.

PART B

MONETARY RATES

Table 1 - Principals Salary Schedule

Enrolment date previous	Gross Salary per annum	Gross Salary per annum	Gross Salary per annum
-------------------------	------------------------	------------------------	------------------------

year's census date	from 1 January 2004** \$	from 1 July 2004 \$ (3%)	from 1 January 2005*** \$
PRIMARY			
0-100*	82,692	85,173	90,283
101-250	88,231	90,878	96,331
251-400	91,349	94,089	99,734
401-600	95,395	98,257	104,152
601-800	99,048	102,019	108,140
801+	104,493	107,628	114,086
SECONDARY			
1-300	94,504	97,339	104,396
301-600	100,256	103,264	110,751
601-900	105,767	108,940	116,838
901-1200	108,577	111,834	119,942
1201+	113,105	116,498	124,944
CENTRAL			
1-300	93,821	96,636	102,917
301-600	99,531	102,517	109,181
601-900	105,002	108,152	115,182
901-1200	107,792	111,026	118,243
1201+	112,288	115,657	123,175

Notes:

* This enrolment band applies in the Dioceses of Bathurst, Lismore and Wilcannia Forbes only; in the case of principals employed in schools within enrolment below 100 in the Diocese of Wagga Wagga see Table 1A below.

** Includes adjustment of 5.5% awarded on 19/12/03 and additional increases of 2.5%, 3.75% or 3%.

*** Includes adjustment of 3.5% and additional increases of 2.5%, 3.75% and 3%.

Table 1A - Wage Rates

Principals Of Small Primary Schools

Diocese Of Wagga Wagga

Enrolment	Gross Salary per annum from 1 January 2004** \$	Gross Salary per annum from 1 July 2004 \$ (3%)	Gross Salary per annum from 1 January 2005*** \$
0-50	80,691	83,112	88,099
51-100	83,919	86,437	91,623

** Includes adjustment of 5.5% awarded on 19/12/03 and additional increases of 2.5%, 3.75% or 3%.

*** Includes adjustment of 3.5% and additional increase of 2.5%.

Table 2 - Other Rates Of Pay And Allowances

Clause	Description	Allowance
4.3	Own Car Allowance	51 cents per kilometre

ANNEXURE A

PORTABILITY

Part to be completed by principal

Name of principal: _____

Name of Former Catholic Diocesan Employer: _____

I, _____ was formerly employed by _____ as a
(name of Principal) (name of former Catholic Diocese)

(teacher/principal)

from _____ to _____ I commenced as a _____
(date) (date) (teacher/principal)

with the Diocese on _____
(Date)

Signature

Date

Part to be completed by former Catholic Diocesan Employer:

_____ was employed by the Diocese as a _____ and ceased
(name of principal) (teacher/principal)

work on _____ At that time, untaken sick leave with the employer over the proceeding
(date)

_____ years of continuous service is as follows:
(date)

(SET OUT RECORD)

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

Employer

Date

ANNEXURE B

DIOCESE OF LISMORE

The provisions of this Annexure shall apply and relate only to the Diocese of Lismore

CONTENTS

1. Philosophical Statement

2. Travelling Expenses
- 3 Study Leave
4. Flexibility in School Day

1. Philosophical Statement

The central tenet of Diocesan practice is the recognition of the importance of the Parish. Local faith communities generally mediate the Church to most people.

Therefore Diocesan Policy encourages Parish ownership of and responsibility for pastoral endeavours. This especially applies to the schools of the Diocese. The role of the Diocesan Education Board and the Director of Catholic Schools is to enable and support the local school in achieving its objectives in partnership with Parish authorities, in particular the clergy.

The Lismore Diocesan Schools System is unique in New South Wales and probably throughout Australia in its emphasis on the principle of subsidiarity and the decentralisation of decision making.

2. Travelling Expenses

Where the use of an employee's own vehicle is required in connection with employment, other than for journeys between home and place of employment, the principal shall be paid an allowance of 37c per kilometre.

3. Study Leave

In the Diocese of Lismore the following Clause will apply in addition to the provisions of Clause 11.3(b) of the Award.

A Principal who is undertaking a course of study relevant to the teaching profession shall be entitled to three days paid leave per year to attend compulsory residential schools associated with the course. The teacher must make application supported by documentation to the Principal.

4. Flexibility in School Day

- 4.1 The parties are committed to the principle of flexibility in the timing and length of the school day to meet changing curriculum requirements and student needs.

- 4.2 A process of consultation and communication with teachers, parents and students should be carried out before change is introduced.

M. J. WALTON *J, Vice-President.*
P. J. SAMS *D.P.*
Commissioner Redman

Printed by the authority of the Industrial Registrar.

(1753)

SERIAL C2948

M CENTRAL - PYRMONT PROJECT AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Labor Council of New South Wales, industrial organisation of employees.

(No. IRC 1760 of 2004)

Before The Honourable Justice Kavanagh

15 July 2004

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Objectives
2.	Definitions
3.	Application
4.	Performance Payment
5.	Duration
6.	Industry Standards
6.1	Superannuation and Redundancy
6.2	Top Up/24 Hour Income Protection Insurance
6.3	Transport Award Drivers
6.4	Lorry Owner Drivers
7.	Environment, Health, Safety and Rehabilitation (EHS&R)
7.1	Induction
7.2	Environment, Health and Safety Plans
7.3	The Safety Committee
7.4	Safety Procedures
7.5	OH&S Industry Induction
7.6	Formwork Safety
7.7	Temporary Power/Testing and Tagging
7.8	Crane Safety
8.	Dispute Resolution
8.1	Employer specific disputes
8.2	Project Wide Disputes
8.3	Demarcation Disputes
8.4	Procedures to prevent Disputes Regarding Non-Compliance
9.	Safety Dispute Settling Procedures
10.	Monitoring Committee
11.	Productivity Initiatives
11.1	Learning Initiatives
11.2	Inclement Weather
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11.5	Hours of Work
12.	Immigration Compliance
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21.	Return to Work Policy
22.	Apprentices
23.	Training and Workplace Reform

24. Project Death Cover
25. Anti-Discrimination
26. Personal/Carers Leave
 - 26.1 Use of Sick Leave
 - 26.2 Unpaid Leave for Family Purpose
 - 26.3 Annual Leave
 - 26.4 Time-off in Lieu of Payment for Overtime
 - 26.5 Make-up Time
 - 26.6 Rostered days off
27. Project Close-Down Calendar

Annexure A
Annexure B

1. Objectives

- 1.1 The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:
- (a) Implementation of forms of work organisation, which encourage the use and acquisition of skills and continual learning;
 - (b) Continued development of more effective management practices;
 - (c) Continued development of communication processes, which facilitate participation by all Employers, Employees and Unions;
 - (d) Introduction of new technology and associated change to enhance productivity;
 - (e) Improved quality of work;
 - (f) Increased scope of sub-contract work packages to promote genuine skills enhancement and acquisition by Employees;
 - (g) Provision of a career structure for all Employees based on skills, competencies and increased job satisfaction;
 - (h) Provision of high standards of occupational health & safety on the Project;
 - (i) Improved impact of the Project on the environment;
 - (j) Implementation of this Award, and compliance with all relevant statutory provisions;
 - (k) Elimination of unproductive time;
 - (l) Improved compliance by subcontractors with the provisions of applicable awards and/or enterprise agreements and legislative requirements;
 - (m) Improved wages and conditions for all employees working on the project;
 - (n) Increased leisure time for employees by eliminating excessive hours of work;
 - (o) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships;
 - (p) Note that the Unions party to this Award have an objective that Employers have an appropriate Enterprise Agreement in place;

- (q) Adoption of a co-operative and non-adversarial approach to Industrial Relations issues;
- (r) Commitment to the NSW Government Construction Industry Code of Practice.

2. Definitions

"Award" means this Project Award made between the Parties.

"Abigroup" means Abigroup Contractors Pty Ltd of 924 Pacific Highway, Gordon, NSW, 2072.

"Code of Practice" means the New South Wales Government Code of Practice for the Construction Industry.

"Employee" means a person engaged by an Employer and who performs work on the Project.

"Employer" means Abigroup and/or any subcontractor engaged by Abigroup to work on the Project.

"Enterprise Agreement" means an agreement registered or certified under the *Workplace Relations Act 1996* (CTH) or approved under the *Industrial Relations Act 1996* (NSW).

"EHS&R" means Environment Health Safety and Rehabilitation.

"Environment Health Safety and Rehabilitation Policy" means either of the plan or policy devised and implemented by the Project Manager for the Project (as amended from time to time).

"Monitoring Committee" means the committee established under clause 10 of this Award.

"Parties" means the Employers, and the Unions referred to in Annexure A.

"Practical Completion" means the completion of the Project where the building is fit for occupancy and/or purpose.

"Project Milestones" means the milestones listed in Clause 4 as amended by the Monitoring Committee from time to time.

"Project" means the construction works contracted to Abigroup at 320 Harris Street, Pyrmont, NSW, 2007.

"Project Delegate" means the Employee who is the accredited representative of the Employees on this Project.

"Project Manager" means the Project Manager (Delivery) for the Project appointed by Abigroup from time to time.

"Safety Committee" means the site safety committee formed under the *Occupational Health and Safety Act* (NSW) 2000.

"Unions" means each of the Unions listed in Part 2 of Annexure A.

3. Application

- 3.1 This Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.
- 3.2 Where Abigroup engages sub-contractor/s, it shall make it a condition of any contract that it enters into with its sub-contractor/s that they will not employ or otherwise engage persons on wages and conditions, which are less favourable than those set out in this project award.

- 3.3 The Parties also acknowledge and agree that the terms of this Award form part of the tender conditions for work on this Project
- 3.3 This Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and it's primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project which affect more than one Employer.

4. Performance Payment

A performance payment linked to works completed against the construction program shall apply to the Project.

The performance payment shall relate to achievements for works completed to Targets and Project Milestones.

The Completion to Targets and Project Milestones Payment shall be calculated and paid as follows:

- (a) The Parties to this Award shall establish monthly Targets and review dates with reference to the Project Milestones;
- (b) The monthly reviews will certify the achievement of Targets for the purpose of entitlement to the payment for works completed;
- (c) The payment shall be \$1.75 per hour paid for each hour of time worked on and from the date of commencement each Employee commenced work on the Project;
- (d) Payment shall be made progressively in the normal weekly wages;
- (e) Payment is not subject to CPI.

In the event that a monthly Target is not achieved, the Monitoring Committee shall meet to determine:

- (a) The reason why the Target was not achieved;
- (b) The action required to catch up to the Target;
- (c) If payment shall continue for the coming month;
- (d) However, if in spite of the Parties best efforts, a Target is not achieved for two consecutive months and there are no extenuating circumstances then the Monitoring Committee shall meet to discuss why that Target has not been achieved and how best to make up time to ensure Targets are achieved;
- (e) Payment shall be calculated on an hours worked basis only, and shall not include any calculation of Award or other entitlements. This payment does not attract any penalty or premium.

The Project Milestone Dates Are:

M Central, Pyrmont Assessment of Progress		
	Project Milestones	Date (Monthly)
Milestone 1	Complete Structural works up to and including level 3	29 August 2004
Milestone 2	Complete Structural works up to and including level 7	30 October 2004
Milestone 3	Complete External windows	10 December 2004
Milestone 4	Complete Apartment fit-out and finishes to level 3	18 March 2005

Milestone 5	Complete Apartment fit-out and finishes to level 6	18 May 2005
Milestone 6	Project completion	27 July 2005

- (a) If a Project Milestone Date is not achieved and there are no extenuating circumstance(s) acceptable to the Monitoring Committee, then no payment will be made against achievement of that Milestone;
- (b) If in the following period(s) work catches up to allow achievement of the subsequent Project Milestone(s) then a payment shall be made and shall include payment(s) for the preceding Project Milestone;
- (c) The Parties agree that the Abigroup Project Manager, in conjunction with the Monitoring Committee shall determine if the identified Milestones for the Project have been achieved.

Payment Application of the Performance Payment Payable to Employees	
Type of Work And Status of Engagement	Performance Payment Application
Normal Work	Applies
Sick Leave	Does not apply
Annual Leave	Does not apply
Public Holidays	Does not apply
Rostered Days Off	Applies
Workers Compensation	Does not apply
Training on-site	Applies
Jury Duty	Does not apply
Bereavement Leave	Does not apply
Inclement Weather Off Site	Does not apply
Inclement Weather On Site	Applies
Unauthorised Stoppages	Does not apply
Any other paid downtime	Does not apply

5. Duration

- 5.1 This Award shall operate on and from 01/06/2004 until Practical Completion.

6. Industry Standards

6.1 Superannuation and Redundancy

- (a) The Parties acknowledge that a contribution of \$95.00 per week or 9% of ordinary time earnings (whichever is the greater) will be made to the superannuation fund nominated in the relevant industrial instruments being C+BUS; NESS; STA, TWU or other schemes approved by the Parties. The above contribution will increase so that the minimum payment made for superannuation shall be \$100.00 from 1 July 2004
- (b) The Employers will make a contribution of \$61 per week into ACIRT or MERT or other schemes approved by the parties, or if stated in existing Enterprise Agreements, make a contribution of \$60 per week into ACIRT or MERT or other schemes approved by the parties plus \$1 per Employee to the Building Trades Group of Unions Drug & Alcohol/Safety Programme.

6.2 Top Up/24 Hour Income Protection Insurance

- (a) Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the Coverforce Insurance Administrators Pty Ltd (ACN 067 079 261) under the U-Plus Industry Insurance Scheme or other similar schemes, which are approved by the parties to this Award.

6.3 Transport Award Drivers

This Project Award shall not apply to persons who are required as part of their normal duties to visit the site for the purpose of a pick up or a delivery or to carry out routine maintenance or repairs to on-site plant of a minor nature or for short duration.

This Project Award does not apply to off site or purely incidental activities such as delivery of site materials or couriers, except for transport Award drivers who are required to have a regular involvement with this site in excess of two (2) hours per day. These applicable drivers will be entitled only to the provisions of Clause 4 of this Project Award.

6.4 Lorry Owner Drivers

Lorry Owner Drivers who are carting demolition materials from this Project shall be paid in accordance with the Transport Industry - Excavated Materials Contract Determination published 24 October 1997, as varied.

7. Environment, Health, Safety and Rehabilitation (EHS&R)

7.1 Induction

- (a) All Employees must attend an agreed EHS&R site induction course on commencement of engagement on site.
- (b) All transport workers involved on the project shall undertaken an agreed Blue Card Induction Program conducted by a licensed Blue Card Training Provider or have undertaken a safe work method induction as agreed by the parties.

7.2 Environment, Health and Safety Plans

- (a) All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:
 - (i) risk assessment of their works;
 - (ii) hazard identification, prevention and control;
 - (iii) planning and re-planning for a safe working environment;
 - (iv) industry and trade specific induction of Employees;
 - (v) monitoring performance and improvement of work methods;
 - (vi) reporting of all incidents/accidents;
 - (vii) compliance verification; and
 - (viii) regular EHS&R meetings, inspections and audits of the Project.

7.3 The Safety Committee

- (a) The Safety Committee will be properly constituted with an agreed constitution. All members of the safety committee will undertake agreed Occupational Health and Safety training if they have not already done so with Comet Training or other agreed providers.

7.4 Safety Procedures

- (a) The Parties acknowledge and agree that all Parties are committed to safe working procedures.
- (b) If the Project Manager or the Safety Committee is of the opinion that an Employee or Employer has committed a serious breach of either the Environment Health and Safety Policy or the relevant safety management plan (or any other agreed safe working procedures), the Project Manager (or the Project Manager on recommendation from the Safety Committee) will implement disciplinary action against the Employer or Employee which may include taking all steps required to remove the Employer or Employee from the Project.
- (c) The Parties agree that pursuant to the Code of Practice, in the event that an unsafe condition exists, work is to continue in all areas not affected by that condition and those Employers may direct Employees to move to a safe place of work. No Employee will be required to work in any unsafe area or situation.

7.5 OH&S Industry Induction

No person will be engaged on site unless he/she has completed the WorkCover NSW Accredited OH&S Industry Induction Course.

7.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Workcover will be contacted to assess when the Employee concerned can undertake the appropriate training and obtain a Formwork Certificate of Competency from an agreed provider, for example Comet Training.

7.7 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety in regard to the use of electricity during construction, it is agreed that the temporary installation is installed strictly in accordance with AS 3012 (1995). All work is to be carried out by qualified electrical tradesperson. Testing and tagging is to be carried out only by qualified electrical tradesperson.

7.8 Crane Safety

No mobile crane will be allowed on the project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label.

8. Dispute Resolution

One of the aims of this Award is to eliminate lost time in the event of a dispute and to achieve prompt resolution of any dispute.

8.1 Employer Specific Disputes

In the event of a dispute or conflict occurring specifically between an Employer and its Employees or their representative Union, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of the Employer and the Union delegate;
- (c) Discussion between site management representatives of the Employer and the Union organiser;
- (d) Discussion between senior management of the Employer, Abigroup and the appropriate Union official;

- (e) Discussion between the Secretary of the relevant Union (or nominee) and Abigroup NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.
- (h) Reasonable time limits must be allowed for discussion at each level.

8.2 Project Wide Disputes

In the event of a dispute or conflict effecting more than one Employer occurring, the following procedure will be adopted:

- (a) Discussion between those directly affected;
- (b) Discussion between site management representatives of Abigroup and the Union delegate;
- (c) Discussion between site management representatives of Abigroup and the Union organiser;
- (d) Discussion between senior management of Abigroup and the appropriate Union official;
- (e) Discussion between the Secretary of the relevant Union (or nominee) and Abigroup's NSW Operations Manager (or nominee);
- (f) If the dispute is not resolved after step (e), parties to the Award may notify the dispute to the Industrial Relations Commission of New South Wales, and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).
- (g) Work shall continue without interruption or dislocation during discussion and negotiations concerning the dispute.
- (h) Reasonable time limits must be allowed for discussion at each level.

8.3 Demarcation Disputes

In the event that a dispute arises which cannot be resolved between the relevant Unions, the Unions agree to the following dispute settling procedure:

- (a) Work shall continue without interruption or dislocation during discussion and resolution of disputes.
- (b) Discussion between the Labor Council of New South Wales and the Unions to try to resolve the dispute.
- (c) If the dispute is not resolved after step (b), either Union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Industrial Relations Commission of New South Wales resolve the dispute pursuant to its powers set out in the *Industrial Relations Act 1996* (NSW).

8.4 Procedures to prevent Disputes Regarding Non- Compliance

- (a) Abigroup in association with the accredited site union delegate or accredited Union representative will check monthly payments of subcontractors' companies engaged on site with respect to superannuation, redundancy and extra insurance to ensure payments for Employees have been made as required. Abigroup and site delegate shall also check that employers have not introduced arrangements such as and not limited to 'all-in' payment and or 'cash-in-hand' payments, (i.e. a payments designed to avoid tax and other statutory obligations and sham subcontract arrangements.) Where such practices are identified Abigroup will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations.
- (c) In accordance with Section 127 of the *Industrial Relations Act* 1996 of NSW, Section 175(b) of the *Workers' Compensation Act* 1987 or Part 5B s1G-31J of the *Payroll Tax Act* 1971 the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- (d) The union delegate or union official shall advise (Abigroup) if they believe the information which has been provided by any sub-contractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this award.

9. Safety Dispute Settling Procedure

No Employee will be required to work in or on an unsafe area or process on the Project. Where a safety problem has been identified by the safety committee, which prevents work from occurring in any area, work shall cease in the immediate affected area only. Priority will be given to rectifying unsafe access areas. If any access areas are unsafe, Employees will use alternative safe access.

Should a safety dispute arise over whether one or more work areas are safe or not, the following procedures shall apply:

- (a) Employees shall not leave the Project unless directed to do so by their Employer in the event of an emergency;
- (b) Immediate inspection of the affected work areas will be carried out by both Abigroup and Employee representatives of the safety committee;
- (c) Abigroup will select the sequence of inspections of areas;
- (d) The inspection shall identify the safety rectification work required in each area;
- (e) As safety rectification work is agreed for each area, all relevant Employees shall immediately commence such rectification works;
- (f) Upon verification that such rectification has been completed, normal work will resume progressively in each area;
- (g) Should any dispute arise as to the rectification work required to any area, then Abigroup will immediately call the designated WorkCover Authority inspector to recommend the rectification work.

Nothing in this Clause shall negate or contradict any rights and or obligations under the *Occupational Health and Safety Act* 2000.

10. Monitoring Committee

- 10.1 The Parties may establish a committee to monitor the implementation of this Award.
- 10.2 This Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.
- 10.3 The Monitoring Committee will consider ways in which the aims and objectives of this Award can be enhanced, which may include, but not be limited to discussion of:
- (a) developing more flexible ways of working;
 - (b) enhancing occupational, health and safety;
 - (c) productivity plans, and
 - (d) compliance with Award and other statutory requirements by employers.
- 10.4 If the principles of this Award are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Award.

11. Productivity Initiatives

11.1 Learning Initiatives

Each Employer shall be required to demonstrate to Abigroup implementation of commitment to skill enhancement and workplace reform while working on the Project.

11.2 Inclement Weather

- (a) The Parties to this Project Award will collectively proceed towards the minimisation of lost time due to inclement weather.
- (b) Further, the Parties are bound to adopt the following principles with regard to inclement weather and idle time created by inclement weather:
 - (i) Adoption of a reasonable approach regarding what constitutes inclement weather;
 - (ii) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Parties, useful work is available in that area or site and that work is within the scope of the Employee's skill, competence and training consistent with the relevant classification structures (provided that the Employer shall provide transport to such unaffected area where necessary);
 - (iii) Where the initiatives described in (b) above are not possible, the use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project;
 - (iv) All Parties are committed to an early resumption of work following any cessation of work due to inclement weather;
 - (v) The Parties agree the practice of "one out, all out" will not occur.

11.3 Rostered Days Off

- (a) Subject to Clause 26 a procedure for the implementation of Rostered Days Off (RDO's) will be agreed on the Project. The purpose which is to:

- (i) increase the quality of working life for Employees; and
 - (ii) increase the productivity of the Project.
- (b) A roster of RDO's will be prepared, following consultation with the workforce and parties to this Award.
- (c) Records of each Employee's RDO accruals will be recorded on the employees pay slip and copies made available to the Employee, the Employee's delegate or union official upon request. It is acknowledged that different arrangements in relation to the banking of RDO's may apply to members of the CEPU.

11.4 Maximising Working Time

- (a) The Parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. There will be no unreasonable interruption of the comfort of employees having lunch with the amenities to be maintained in a clean and hygienic state at all times.

11.5 Hours of Work

- (a) Ordinary hours of work shall be 8 hours per shift between 6.00am and 6.00pm Monday to Friday. However, ordinary hours may commence from 5.00am by agreement between the Employer, Employee and relevant Union.

12. Immigration Compliance

- 12.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Abigroup of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the Project, Abigroup will act decisively to ensure compliance.
- 12.2 Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorization form attached to this Award as per Appendix B will assist in providing evidence of the employee's legal status.

13. Long Service Compliance

- 13.1 If applicable, and in accordance with the *NSW Building and Construction Industry Long Service Leave Act*, no Employee will be engaged on site unless he or she is a worker registered with the NSW Long Service Payments Corporation. All Employers (if applicable) engaged on site will be registered as employers in accordance with the *NSW Building and Construction Industry Long Service Payments Act* and will strictly comply with their obligations.

14. No Extra Claims

- 14.1 The Parties agree that they will not pursue extra claims in respect of matters covered by this Award (including but not limited to any claim for a disability allowance) during the term of this Award.

15. No Precedent

- 15.1 The Parties agree not to use this Award as a precedent and that this Award will in no way create a claim for flow-on of on-site wage rates and conditions.

16. Single Bargaining Unit

- 16.1 This Award was negotiated by the Labor Council of New South Wales on behalf of the Unions and by Abigroup in its own right and on behalf of the Employers.

17. Union Rights

The Parties to this award acknowledge the right of employees to be active union members and respect the right of the union to organize and recruit employees. The Parties to this award also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

17.1 Visiting Union Officials

- (a) Union officials (party to this Award) when arriving onsite, shall call at the site office and introduce themselves to a Management representative of the Employer, prior to pursuing their union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the relevant Building Awards, the Occupational Health and Safety Act and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Subject to all legislative requirements, Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that the Employers are observing the terms and conditions of this Project Award.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to the Employers and the Project Manager by the Union.
- (e) Such inspections shall not take place unless there is a suspected breach of this Project Award, other appropriate Building Awards, Enterprise Agreements, the *Industrial Relations Act 1996* (NSW), or other Employer Statutory requirements and unless such suspected breach has been specified to Abigroup in advance of the inspection.

17.2 Workplace Delegates

Definition

In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at an Employer's work place.

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.
 - (ii) The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours.
 - (iii) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by the Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:

moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

changing a delegate's shifts or rosters so that communication with workers is prevented or significantly impeded;

disrupting duly organised meetings.

- (iv) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

the introduction of new technology and other forms of workplace change;

career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members;

ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements;

to check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (v) In order to assist the Project Delegate to effectively discharge his or her duties and responsibilities, the Project Delegate shall be afforded the following rights:

the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;

at least 10 days paid time off work to attend relevant Union training courses/forums;

paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.

- (vi) Abigroup shall provide to the Project Delegate the following:

a lockable cabinet for the keeping of records;

a lockable notice board for the placement of Union notices at the discretion of the delegate;

where practicable, i.e. on large sites, a union office;

where a union office room is not practicable, access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

a word-processor, typewriter, or secretarial support at the workplace;

to personal computers (PC), CD ROM and E-mail and the Internet at the workplace;

a photocopier or facsimile machine.

- (vii) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the workplace.

17.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the Employer shall:

- (a) If requested by the Union and authorised by the Employee, provide payroll deduction services for Union fees. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the Union to carry out a reconciliation;
- (b) Ensure that all supervisors are trained in the provisions of the Project Award

18. Australian Content

- 18.1 The Project Manager shall endeavour to maximise Australian content in materials and construction equipment on the Project where practical and feasible.

19. Protective Clothing

- 19.1 Employers will provide their Employees engaged on site with legally produced Australian made protective clothing and footwear (where readily available) on the following basis:

- (a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced on a fair wear and tear provided they are produced to the Employer as evidence.

- (b) Clothing

Two sets of protective clothing (combination of bib and brace or shorts, trousers and shirts) will be supplied to all persons after accumulated engagement on site of 152 hours or more and will be replaced once per calendar year as a result of fair wear and tear and are produced to the Employer as evidence.

- (c) Jackets

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 19.2 In circumstances where any Employee(s) of Employers are transferred to the project from another Project where an issue of equivalent clothing was made, then such Employee shall not be entitled to an issue to this Project until the expiry of the calendar year or on a fair wear and tear basis.

- 19.3 Employees who receive from their Employer an issue and replacement of equivalent clothing and/or safety footwear as part of the Employer's policy or relevant industrial instrument shall not be entitled to the provisions of this clause

- 19.4 Employers will consult with the Labor Council of NSW to be provided with a list of Australia Manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

20. Workers Compensation and Insurance Cover

- 20.1 Employers must ensure that all persons that they engage to work on the project are covered by workers compensation insurance.
- 20.2 Abigroup will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct. This information will be available to authorised Union officials on request.
- 20.3 Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:
- (a) All Employees will report injuries to the project first aider and their supervisor at the earliest possible time after the injury
 - (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a Workcover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the project first aid officer, and their supervisor.
 - (c) In cases where the Employee is unable to comply with the above, the relevant employer will assist in fulfilling requirements for making a claim.
- 20.4 Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:
- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
 - (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The employer must notify the insurer within 48 hours of a significant injury;
 - (d) An Employer who receives a claim for compensation, must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
 - (e) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
 - (f) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;
- 20.5 Where there has been a serious incident and/or accident, which has resulted in a serious injury or loss of life the employer shall notify the relevant union immediately
- 20.6 The Employer will also complete the relevant accident notification form and send it to WorkCover.

21. Return to Work Policy

The Parties are committed to achieve the earliest possible return to work in the event of injury and agree the project Return to Work Policy shall be implemented:

All injuries to be reported to the relevant supervisor.

First Aid Register to be filled in.

If injury requires offsite medical treatment, a supervisor, who will be responsible for both the injured person and their personal property, will supply to the treating medical officer a copy of Abigroup's Return to Work program which includes availability of suitable duties.

All WorkCover Medical Certificates must be forwarded to the appropriate supervisor to ensure continued payment of wages.

22. Apprentices

- 22.1 As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained.

23. Training and Workplace Reform

- 23.1 The Parties are committed to achieving improvements in productivity and innovation through cooperation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees with career opportunities through appropriate access to training and removing any barriers to the use of skills acquired.

24. Project Death Cover

Abigroup will guarantee the beneficiary of any employee who dies as a consequence of working on the project will be paid a death benefit of \$25,000. Such benefit shall be paid within fourteen (14) days of the production of appropriate documentation. This payment shall be in addition to any other entitlement that might be paid to the beneficiary as a consequence of the death of the employee.

25. Anti-Discrimination

- 25.1 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.
- 25.2 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- 25.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Project Award are not directly or indirectly discriminatory in their effects. It will be consistent with 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.
- 25.4 *Under the Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 25.5 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 Project Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

26. Personal/Carers Leave

26.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 24.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the Employee; or
 - 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
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
 - a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - "household" means a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

26.2 Unpaid Leave for Family Purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 26.1 (c)(ii) above who is ill.

26.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

26.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 26.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 26.4(a), the Employee shall be paid overtime rates in accordance with the award.

26.5 Make-up Time

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

26.6 Rostered days off

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

27. Project Close-Down Calendar

- 27.1 For the purposes of this Award the Parties agree that the following calendar will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all employees. Accordingly, the Parties agree that on certain weekends (as set out in the Calendar), no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out below, subject to the agreement of the appropriate union secretary or his nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or union delegate).

SITE CALENDAR 2004

Saturday	June 12	
Sunday	June 13	
Monday	June 14	Queens Birthday Public Holiday
Tuesday	June 15	RDO
Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO
Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	
Friday	December 24	
Saturday	December 25	
Sunday	December 26	
Monday	December 27	

SITE CALENDAR 2005

(To be determined by the Parties)

Saturday	January 1	
Sunday	January 2	
Monday	January 3	
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	
Friday	January 28	
Saturday	January 29	
Sunday	January 30	
Friday	March 25	
Saturday	March 26	
Sunday	March 27	
Monday	March 28	
Tuesday	March 29	
Friday	April 22	
Saturday	April 23	
Sunday	April 24	
Monday	April 25	Anzac gazetted holiday

Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queens Birthday Public Holiday
Tuesday	June 14	
Saturday	October 1	
Sunday	October 2	
Monday	October 3	
Tuesday	October 4	Labor Day Public Holiday
Saturday	December 3	
Sunday	December 4	
Monday	December 5	
Tuesday	December 6	
Wednesday	December 21	
Thursday	December 22	
Friday	December 23	
Saturday	December 24	
Sunday	December 25	
Monday	December 26	
Tuesday	December 27	

ANNEXURE A

(Parties)

Part 1

Employers:

Abigroup Contractors Pty Limited and any sub-contractors engaged on the project.

Part 2

Unions:

The Labor Council of New South Wales (The Labor Council);

Construction Forestry Mining and Energy Union (Construction & General Division) New South Wales Divisional Branch;

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division;

Electrical Trades Union of Australia (NSW Branch);

Transport Workers Union (TWU);

Automotive Food Metals Engineering Printing & Kindred Industries Union (also known as AMWU).

ANNEXURE B

Authority to obtain details of work rights from DIMIA

Employee Details
As specified in passport or other identity document)

Employer / Labour Supplier Details

Family Name:

Business Name

Given Name(s):

Other Name(s) used (e.g. maiden name):

Business Street Address:

Date of Birth:

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date:

Type of Business:

I authorise the Department of Immigration and my Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, entitlement to work legally in Australia) to the named employer / labour supplier and a representative of a principal contractor and authorised trade union officer on request.

Name of Contact Person:

Telephone

: _____

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Fax:

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

Employee Signature:

The completed form should be faxed to
1800 505 550

Date:

If all details match with our records, the employee's work rights status will be faxed to you within one working day.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1325)

SERIAL C3018

SYDNEY CRICKET AND SPORTS GROUND TRUST (MAINTENANCE STAFF) ENTERPRISE AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Employers First, industrial organisation of employers and a State Peak Council for employers

(No. IRC 2132 of 2004)

Before Commissioner Patterson

22 April 2004

AWARD

PART A

1. Title

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2003.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Definitions
5.	Intent of the Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Hours of Work
8.	Rostered Days Off
9.	Annual Leave
10.	Sick Leave
11.	Induction/Training
12.	Wage Rates
13.	No Extra Claims
14.	Payment of Wages
15.	Consultative Committee
16.	Occupational Health and Safety
17.	Contracting of Works
18.	Trust Uniform and Personal Identification
19.	Tools
20.	Income Protection Insurance
21.	Commitment to further Negotiations
22.	Grievance and Dispute Procedures
23.	Relationship to Parent Awards
24.	Declaration
25.	Anti-Discrimination
26.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

3. Parties

3.1 The parties to this enterprise award are:

3.1.1 The Sydney Cricket and Sports Ground Trust; and

3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:

3.1.2.1 The New South Wales Plumbers and Gasfitters Employees' Union;

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

3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

4.1 "Enterprise Award" means this enterprise award.

4.2 "Operative Date" means the date on which this award is made by the Industrial Relations Commission of New South Wales and becomes legally binding on the parties.

4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.

4.4 "Union(s)" means:

4.4.1 The New South Wales Plumbers and Gasfitters Employees' Union

4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch)

4.4.3 Electrical Trades Union of Australia, New South Wales Branch

5. Intent of the Award

5.1 This award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.

5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.

5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.

5.4 The parties anticipate that the award shall:

5.4.1 increase job satisfaction and security;

5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;

- 5.4.3 increase Trust efficiency and profitability;
 - 5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;
 - 5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;
 - 5.4.6 achieve change and progress through a process of communications, agreements and team work;
 - 5.4.7 improve the competitive position of the Trust in the market;
 - 5.4.8 protect and enhance the quality of the environment;
 - 5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.
- 5.5 The purpose of this enterprise award is to partially regulate the terms and conditions of employment of staff employed at the Sydney Cricket and Sports Ground Trust who are engaged in the trades which are covered by the following parent awards:
- 5.5.1 Plumbers and Gasfitters (State) Award
 - 5.5.2 Electricians, &c. (State) Award
 - 5.5.3 Building Employees (Mixed Industries) (State)
 - 5.5.4 General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award
- 5.6 This enterprise award is to be read in conjunction with the relevant awards contained in subclause 5.5 of this clause.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this award are committed to continually develop flexibility over the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.
- 6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the employer within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this award, the parties agree to confer on other productivity improvements.

7. Hours of Work

- 7.1 The current afternoon "smoko" will be taken at the end of the ordinary working hours each day.

8. Rostered Days Off

- 8.1 The parties acknowledge and agree that in lieu of the provisions for the taking of rostered days off provided for in the parent awards, the following provisions shall apply:
- 8.1.1 employees shall be entitled to accrue one rostered day off in the nominated work cycle;
 - 8.1.2 where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 8.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;
 - 8.1.3 the rostered day off shall be taken at a time mutually agreed to between the employer and the employee; and
 - 8.1.4 employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the employer and the employee.
- 8.2 Employees who, as 19 November 2002, have in excess of 5 days accumulated in the bank of RDOs will negotiate with management as to the taking of the excess days during the life of this Award. Provided that all employees agree that all RDOs in excess of the maximum of 5 days will be taken before this Award expires.

9. Annual Leave

- 9.1 Annual leave accrues at 4 weeks per year, with such leave to be taken within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.
- 9.2 Where circumstances prevent the taking of annual leave within that period, employees may not accrue beyond a maximum of 10 weeks at any one time. Unless by agreement, applications for annual leave must be made in writing on the approved form not less than one calendar month prior to the starting date.
- 9.3 Any employee who, has in excess of 10 weeks annual leave will, on the giving of one calendar months notice by management take such annual leave that is an entitlement as is necessary to ensure the maximum accumulation of 10 weeks is maintained.

10. Sick Leave

- 10.1 Where an employee is absent for more than one consecutive day, or more than five single days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate, stating the nature of the illness and the expected duration of the absence
- 10.2 In the first year of employment with the Trust maintenance employee shall be entitled to 2.5 days sick leave every three months.

11. Induction/Training

- 11.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.
- 11.2 The induction shall include information of the following:
- scope, purpose and general briefing on the contract;
 - familiarisation with, and adherence to, the terms of employment contained within the agreement governing each employee's contract of employment;

adherence to legislative, site and employer safety standards and requirements;

co-operative objectives regarding goals that the Trust has while carrying out the contract;

specific reference to the application of the Avoidance of Disputes -grievance procedure and continuous operations clauses;

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

12. Wage Rates

- 12.1 The rates of pay for employees covered by this award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 12.2 Employees covered by his award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after 9 October 2003.
- 12.3 Employees covered by this award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first full pay period on or after 9 April 2004.
- 12.4 Employees covered by this award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after 9 October 2004.
- 12.5 Employees covered by this award shall be paid the rates of pay as set out in Column Four of Table 1 of Part B from the first pay period on or after 9 April 2005.

13. No Extra Claims

- 13.1 The agreed rates of pay comprehend all working conditions to be encountered in the performance of work within each trade. No additional special rates or allowances shall be applicable other than those specified by this award, other than the sewer choke and height allowance provided for in the parent awards.
- 13.2 There shall be no further wage increases for the life of this award.
- 13.3 The parties to this enterprise award acknowledge that this agreement takes into consideration any increases which may occur in the relevant parent awards during the currency of this enterprise award.

14. Payment of Wages

- 14.1 Wages shall be paid fortnightly into the employee's account by means of electronic funds transfer.
- 14.2 Employees are required to nominate an appropriate account held with a bank, building society or credit union for the purpose of payment of wages.

15. Consultative Committee

- 15.1 Composition of Consultative Committee
- 15.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the award.
- 15.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as

frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.

15.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.

15.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.

15.2 Scope of Tasks of the Consultative Committee -

15.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

oversee the training programme content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets;

facilitate the resolution of difficulties and problems which may arise;

contribute to the development of work rosters;

create feasible work methods to enhance productivity and efficiency;

develop concepts for productivity and efficiency improvements within the enterprise;

develop an open, participative and co-operative management approach;

promote team-based work methods;

assist with communication, participative and training programmes to bring about attitudinal and cultural change;

ensure propagation of experience, knowledge and skills at all levels.

16. Occupational Health and Safety

16.1 Scope

16.1.1 Consistent with the Trust's obligations under the relevant Occupational Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

16.1.2 Giving due consideration to each employee's work scope, the Trust may require an employee to be immunised against infectious diseases, where they are considered to be at risk.

16.1.3 The Trust shall comply with all the provisions of the Occupational Health and Safety legislation in New South Wales, which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials.

16.2 Occupational Health and Safety Committee

- 16.2.1 An Occupational Health and Safety Committee has been established pursuant to the relevant provisions of the *Occupational Health and Safety Act* 1983. This Committee shall endeavour to reach consensus on all aspects of the Trust's Occupational Health and Safety Policy. The Occupational Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an industrial relations nature.

17. Contracting of Works

- 17.1 The Trust may require additional resources to meet the requirements of an increased workload. The company may therefore engage the services of contractors to assist in meeting its contractual obligations.
- 17.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.
- 17.3 The Trust shall take all steps to insure full utilisation of all staff employed under awards, and shall not engage contract services that will impact on the availability of work to full-time employees.

18. Trust Uniform and Personal Identification

18.1 Trust Uniform

- 18.1.1 The Trust shall supply, free of charge to each employee, a uniform which shall be identified by the Trust logo. The uniform supplied shall be worn at all times whilst on duty.

- 18.1.2 Each employee shall be issued with a set of clothing, on commencement of duty or at a suitable time afterwards, consisting of one pair of appropriate safety footwear; two pairs of shorts; two pairs of long pants; four shirts; one jumper or sloppy joe; one winter jacket; one set of wet weather gear; and personal protective equipment.

Such clothing shall be replaced on a fair wear and tear basis.

- 18.1.3 Employee's must maintain a neat appearance at all times consistent with operational requirements.

18.2 Personal Identification

- 18.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employee's name and photograph.

- 18.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

19. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will, as soon as possible, report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

20. Income Protection Insurance

A full-time and part-time employees to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Award. It is a term of this Award that the employer will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

21. Commitment to Further Negotiations

- 21.1 The parties to this Award agree, during the first six month of this award to meet and discuss the suitability, and if agreed, the introduction of the following measures in the award:
- 21.1.1 Extending the spread of normal hours worked by maintenance staff;
 - 21.1.2 Changing start and finish times;
 - 21.1.3 The introduction of 10 hour shifts.
- 21.2 If negotiations fail to resolve the issues identified in Clause 21.1 during the first six months of the award, discussions will continue to occur until the matters are resolved.

22. Grievance and Dispute Procedures

- 22.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 22.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
 - 22.1.2 the matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor. If the matter remains unresolved, then:
 - 22.1.3 The matter is discussed between staff member(s), the union delegate or staff member's representative and the manager. If the matter remains unresolved, then:
 - 22.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
 - 22.1.5 The parties agree to exhaust the conciliation process before considering Step 22.1.2. It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 22.2 The matter may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*.
- 22.3 Each of the steps will be followed within a reasonable time frame, having regard to the nature of the grievance or dispute.
- 22.4 The parties agree that normal work will continue without disruption while these procedures are followed.

23. Relationship to Parent Awards

This enterprise award shall be read and interpreted in conjunction with the relevant parent awards provided for in clause 5, Intent of the Award provided that where there is any inconsistency between this enterprise award and the parent awards, this enterprise award shall prevail to the extent of the inconsistency.

24. Declaration

The parties declare that this enterprise award:

- 24.1 is not contrary to the public interest;
- 24.2 was not entered into under duress;

24.3 is not unfair, harsh or unconscionable

24.4 is in the interests of the parties.

25. Anti-Discrimination

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

25.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

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

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

25.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;

25.4.2 offering or providing junior rates of pay to person under 21 years of age;

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

25.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

25.5 This clause does not create legal rights or obligations in addition to those imposed upon by 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"

26. Area, Incidence and Duration

26.1 This enterprise award shall apply to all maintenance staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the parent awards contained in clause 5, Intent of the Award.

26.2 This enterprise award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Award 2002 published 13 June 2003 (339 I.G. 962).

26.3 This enterprise award shall operate on from the first full pay period on or after 9 October 2003 until 9 October 2005.

PART B

MONETARY RATES**Table 1 - Rates of Pay**

Classification	Current Rate of Pay	Column One	Column Two	Column Three	Column Four
	\$	\$	\$	\$	\$
Carpenter Leading Hand	20.5300	20.9406	21.5565	21.9671	22.5830
Carpenter	19.5879	19.9797	20.5673	20.9591	21.5467
Electrician Leading Hand	22.6290	23.0816	23.7605	24.2130	24.8919
Electrician	21.4234	21.8519	22.4946	22.9230	23.5657
Electrician Unlicensed	19.6322	20.0248	20.6138	21.0065	21.5954
Electrician Apprentice 1st Year	7.5514	7.7024	7.9290	8.0800	8.3065
Electrician Apprentice 2nd Year	9.8543	10.0514	10.3470	10.5441	10.8397
Electrician Apprentice 3rd Year	14.1454	14.4283	14.8527	15.1356	15.5599
Electrician Apprentice 4th Year	16.1940	16.5179	17.0037	17.3276	17.8134
Plumber Leading Hand	22.7161	23.1704	23.8519	24.3062	24.9877
Plumber	21.9842	22.4239	23.0834	23.5231	24.1826
Plumber Unlicensed	20.8642	21.2815	21.9074	22.3247	22.9506
Painter Leading Hand	20.5592	20.9704	21.5872	21.9983	22.6151
Painter	19.4343	19.8230	20.4060	20.7947	21.3777
Painter Apprentice 1st Year	7.1086	7.2508	7.4640	7.6062	7.8195
Painter Apprentice 2nd Year	10.0926	10.2945	10.5972	10.7991	11.1019
Painter Apprentice 3rd Year	13.1321	13.3947	13.7887	14.0513	14.4453
Painter Apprentice 4th Year	14.7269	15.0214	15.4632	15.7578	16.1996
Labourer Grade 2	17.1971	17.5410	18.0570	18.4009	18.9168
Labourer Grade 3	18.3650	18.7323	19.2833	19.6506	20.2015

R. J. PATTERSON, Commissioner.

 Printed by the authority of the Industrial Registrar.

CHEMICAL WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1650 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete clause 1, Arrangement, of the award published 11 May 2001 (324 I.G. 688) and insert in lieu thereof the following:

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Wages
4.	Allowances
5.	Shift Work
6.	Sundays and Holidays Pay
7.	Hours of Work
8.	Overtime
9.	Meals
10.	Holidays
11.	Sick Leave
12.	Personal/Carer's Leave
13.	Annual Leave
14.	Annual Leave Loading
15.	Long Service Leave
16.	Protective Clothing
17.	Mixed Functions
18.	Contract of Employment
19.	Payment of Wages
20.	First-aid
21.	Amenities
22.	Anti Discrimination and Harassment
23.	Jury Service
24.	Bereavement Leave
25.	Structural Efficiency
26.	Labour Flexibility - Mixed Enterprises
27.	Consultative Mechanism
28.	Disputes Procedure
29.	Redundancy
30.	Enterprise Agreements
31.	Parental Leave
32.	Superannuation
33.	Trainees
34.	Leave Reserved
35.	Deduction of Union Membership Fees
36.	Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Rates of Pay
Table 2 - Other Rates and Allowances

PART C

MONETARY RATES - INDUSTRY/SKILL LEVEL RATES

- Table 1 - Industry/Skill Level A
Table 2 - Industry/Skill Level B
Table 3 - Industry /Skill Level C
Table 4 - School Based Traineeship
Table 5 - Hourly Rates for Trainees Who Have Left School
Table 6 - Hourly Rates for School - Based Traineeships

Appendix A - Industry/Skill Levels

2. Delete the words "subclause (iv)" appearing in subclause (vi), of clause 5, Shift Work, and insert in lieu thereof the following:

subclause (v)

3. Delete clause 7, Hours of Work, and insert in lieu thereof the following:

7. Hours of Work

(i)

- (a) Day Workers - The ordinary working hours of day workers shall be 38 per week, to be worked Monday to Friday, inclusive, between the hours of 6.00 a.m. and 6.00 p.m.
- (b) However, the spread of hours may be altered by mutual agreement between an employer and the majority of affected employees in a plant, work section or work sections concerned. Agreement can extend to staggering starting and finishing times for employees provided that the majority of employees affected by the proposed change agree in a plant, work section or work sections concerned.

(ii) The ordinary hours of work prescribed herein shall not exceed ten on any day. However:

- (a) By arrangement between an employer, the union and/or majority of employees in the plant or work sections concerned, ordinary hours not exceeding 12 may be worked on any day subject to:
- (1) The employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12-Hour shifts.
 - (2) Proper health monitoring procedures being introduced.
 - (3) Suitable rostering arrangements being made.
 - (4) Proper supervision being provided.

(iii) Implementation of the 38-Hour Week - The method of implementing the 38-hour week shall be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:

- (a) By employees working less than eight ordinary hours each day.
 - (b) By employees working less than eight ordinary hours on one or more days each week.
 - (c) By employees having one weekday off, or two half days off, excluding public holidays in each 20 - day work cycle, eight hours being worked on each of the other days of those four weeks. The days off are to be nominated by the employer.
 - (d) By fixing one weekday on which all or any number of employees will be off during a particular 20-day work cycle.
 - (e) By rostering employees off on various weekdays during a particular 20-day work cycle. Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.
- (iv) Flexibility in relation to days off - Where the hours of work of an establishment, plant or section are organised in accordance with paragraph (c) of this subclause an employer may require the employee(s) to accrue a maximum of five rostered days off. Where a rostered day off is allowed it shall be taken within 12 months of its original due date.
 - (v) The procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with the settlement of disputes, claims and grievances. The procedure shall be applied without delay.
 - (vi) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Provided that for lesser periods of annual leave taken the above will apply on a proportionate basis.
 - (vii) However the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.
 - (viii) Circumstances may arise where different methods of implementing a 38-hour week apply to various groups or sections of employees in the plant or section concerned.
 - (ix) The day scheduled to be the day off in accordance with paragraph (c) of this subclause may be worked as an ordinary working day without penalty when substituted for another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by agreement between the employer and a majority of employees in respect of whom a substituted day off is sought.
 - (x) Excluding circumstances beyond the control of the employer and except as herein provided, not less than seven days notice is to be given concerning the days off thus allocated to employees by the application of the foregoing arrangements.
 - (xi) In any calendar year, where 20 days annual leave is taken there shall be a maximum of 12 rostered days off. Providing that for lesser periods of annual leave taken the above will apply on a proportionate basis.
4. Delete paragraph (c), of subclause (ii), of clause 8 Overtime, and insert in lieu thereof the following:
- (c) on a rostered shift off, shall be paid for at the rate of time and a half for the first two hours and double time thereafter. However, where a shift worker works overtime on a Saturday on which the shift worker's last ordinary shift finished the shift worker shall be paid at double time. Further, where a shift worker works in excess of ten hours on a Saturday and/or Sunday, they shall be paid at the rate of double time.
5. Delete clause 12, Personal/Carer's Leave, and insert in lieu thereof the following:

12. 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 subparagraph (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave -
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the same hourly rate for the overtime worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12- month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
6. Delete subclause (iv), of clause 14, Annual Leave Loading, and insert in lieu thereof the following:

- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and where such a holiday is given and taken in separate periods, then in relation to each such separate period.
7. Delete subclause (i), of clause 20, First-aid, and insert in lieu thereof the following:
- (i) The employer shall provide a fully equipped and maintained first- aid kit at a position available to all departments at any time when work is being carried on (see Occupational Health and Safety Regulation 2001).
8. Delete clause 21, Amenities, and insert in lieu thereof the following:

21. Amenities

The requirements in relation to amenities shall conform at least to the minimum requirements set out in the Occupational Health and Safety Regulation 2001.

9. Delete clause 22, Anti Discrimination and Harassment, and insert in lieu thereof the following:

22. Anti Discrimination and Harassment

- (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 (NSW)* to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (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 (NSW)* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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 (NSW)*
 - (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.

Note:

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

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

10. Delete clause 23, Jury Service, and insert in lieu thereof the following:

23. Jury Service

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

11. Delete subclauses (iii) and (v), of clause 24 Bereavement Leave, and insert in lieu thereof them following:

- (iii) 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 (2) of paragraph (c) of subclause (i) of clause 12, 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.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 12. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

12. Delete clause 29, Redundancy, and insert in lieu thereof the following:

29. Redundancy

- (i) Application -

- (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications structure specified by Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of subclause (d), Termination of Employment.
- (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

- (ii) Introduction of Change -

- (a) Employer's Duty to Notify -
- (1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure, mechanisation or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this award makes provision for alteration of any of the matters referred to herein, such alteration shall be deemed not to have significant effect.
- (b) Employer's Duty to Discuss Change -
- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (a).
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iii) Redundancy - Discussions Before Terminations -
- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
 - (c) For the purpose of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from changes to production, programme, organisation or structure, in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change:
- (1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:
- | Period of continuous service | Period of notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |
- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Mechanisation and/or Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change:
- (1) In order to terminate the employment of an employee (provided the employee has 12 months' service), the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying

the period of the employee's employment and the classification of or the type of work performed by the employee.

- (f) Notice to Centre Link or any relevant successor entity - Where a decision has been made to terminate the employment of employees, the employer shall notify Centre Link as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- (v) Severance Pay -
- (a) Where the employment of an employee is to be terminated pursuant to subclause (iv), Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:
- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:
- | Years of service | Under 45 years of age entitlement |
|-------------------------------|-----------------------------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks |
| 2 years and less than 3 years | 7 weeks |
| 3 years and less than 4 years | 10 weeks |
| 4 years and less than 5 years | 12 weeks |
| 5 years and less than 6 years | 14 weeks |
| 6 years and over | 16 weeks |
- (2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:
- | Years of service | 45 years of age and over entitlement |
|-------------------------------|--------------------------------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks |
| 2 years and less than 3 years | 8.75 weeks |
| 3 years and less than 4 years | 12.5 weeks |
| 4 years and less than 5 years | 15 weeks |
| 5 years and less than 6 years | 17.5 weeks |
| 6 years and over | 20 weeks |
- (3) "Week's pay" means the all-purpose rate for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with Table 1 - Rates of Pay, of Part B, Monetary Rates, and Table 2 - Other Rates and Allowances, of the said Part B.

- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (a) if the employer obtains acceptable alternative employment for an employee.

13. Delete clause 32, Superannuation, and insert in lieu thereof the following:

32. Superannuation

- (i) 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*, the *Superannuation (Resolution of Complaints) Act 1993* and the *Industrial Relations Act 1996*. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) The employer shall be a participating employer in any of the following funds:
 - Australian Public Superannuation (APS)
 - Australian Superannuation Savings Employment Trust (ASSET)
 - Australian Primary Industry Superannuation Fund (APISF)or any other approved fund;

and shall participate in accordance with the Trust Deed of that fund.
- (iii) The employer shall contribute to the Fund in accordance with the legislation provided that employer contributions do not fall below 3% of ordinary time earnings:

Notation: Employer contributions under relevant legislation are set at 9% from 1st July 2002
- (iv) The employer shall provide each employee upon commencement of employment with membership forms of the fund and shall take all reasonable steps to forward the application form to the fund as soon as possible after the completion of the forms by the employee.
- (v) An employee may make contributions to the fund in addition to those made by the employer.
- (vi) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund from the employee's wages a specified amount in accordance with the Trust Deed and the rules of the fund.
- (vii) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (viii) All contributions shall be made at the completion of each calendar month.
- (ix) Ordinary time earnings shall be defined as including:
 - (a) Award classification rate.
 - (b) overaward payment.

- (c) Shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime
- (d) Casual loading in respect to casual employees including 1/12 Annual Holiday Loading.

Ordinary time earnings does not include bonuses, commission, payment for overtime or other extraordinary payment, remuneration or allowance.

14. Delete clause 35, Area, Incidence and Duration, an insert in lieu thereof the following:

36. Area, Incidence and Duration

This award rescinds and replaces the Chemical Workers' (State) Award published 25th September 1998 (306 I.G. 783), and all variations thereof.

This award also rescinds and replaces the following awards:

Chemical Workers Training Wage (State) Award published 8th December 1995 (289 IG 1078), and all variations thereof;

Chemical Workers (Remuneration) (State) Award published 14th October 1994 (282 IG 257), and all variations thereof;

Chemical Workers Superannuation (State) Award published 31st May 1991 (262 IG 1060), and all variations thereof.

This award shall apply to all classes of employees within the jurisdiction of the Chemical Workers (State) Industrial Committee in the State, excluding the County of Yancowinna. The changes made to the award pursuant to section 19(6) of the *Industrial Relations Act* 1996 and principle 26 of the principles of review of awards made by the Industrial Relations Commission of New South Wales on 18th December 1998 (308 IG 307) and take effect on 1 July 2004.

This award remains in force until varied or rescinded the period for which it was made having already expired.

The Total Rate contained in Table 1 - Rates of Pay, of Part B, Monetary Rates and the Amounts contained in Table 2 - Other Rates and Allowances of Part B, Monetary Rates, shall take effect from the first full pay period to commence on or after the 25th July 2000.

P. J. SAMS *D.P.*

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(1456)

SERIAL C2806

**NURSES' (AUSTRALIAN RED CROSS BLOOD SERVICE - NSW)
(STATE) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1772 of 2004)

Before Mr Deputy President Grayson

9 June 2004

REVIEWED AWARD

1. Delete clause 1, Basic Wage, of the award published 12 May 2000 (315 I.G 736) and renumber remaining clauses accordingly:

Clause No.	Subject Matter
1.	Definitions
2.	Conditions of Employment
3.	Salaries
4.	Disputes
5.	Area, Incidence and Duration
6.	Consultation

2. Delete the words "clause 47" in clause 2, Conditions of Employment, and insert in lieu thereof the following:

clause 50

3. Insert after subclause (ii) of clause 5, Area, Incidence and Duration, the following new subclause:

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 9 June 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(982)

SERIAL C3228

**BORAL RESOURCES (COUNTRY) PTY LIMITED QUARRYING
INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1628 of 2004)

Before Mr Deputy President Sams

1 July 2004

REVIEWED AWARD

1. Delete clause 1.2, Basic Wage, of clause 1.1, Arrangement, of Part 1 - Preliminary, of the award published 3 February 1995 (283 I.G. 666) and renumber existing clause 2.6A, Anti-Discrimination, to read as clause 1.2

1.2 Anti-Discrimination

2. Delete clause 1.2, Basic Wage, of Part 1 - Preliminary and renumber existing clause 2.6A to read as clause 1.2.
3. Insert after subclause (4), of clause 1.7, Area, Incidence and Duration, of Part 1 - Preliminary, the following new subclauses:

- (5) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 14 July 2004.

4. Delete the words "*Occupational Health and Safety Act 1983*" wherever appearing in the award, and insert in lieu thereof the following:

Occupational Health and Safety Act 2000

5. Delete the words "Commonwealth Employment Service" wherever appearing in paragraph (g), of subclause (3), of clause 2.5, Redundancy, of Part 2 - Contract of Employment, etc., and insert in lieu thereof the following:

Centrelink

6. Delete the words "Department of Social Security" wherever appearing in paragraph (h), of subclause (3), of clause 2.5, Redundancy, of Part 2 - Contract of Employment, etc., and insert in lieu thereof the following:

Centrelink

7. Delete subclause (1), of clause 3.4, First-Aid, of Part 3 - Classifications, Wages and Allowances, etc., and insert in lieu thereof the following:

- (1) The Occupational Health and Safety Regulation 2001 shall be applied at quarries covered by this award.

8. Delete clause 5.4, Parental Leave, of Part 5 - Leave etc., and insert in lieu thereof the following:

5.4 Parental Leave

(1) See Chapter 2, Part 4 of the *Industrial Relations Act 1996*.

9. Delete clause 6.4, Right of Entry, of Part 6 - Miscellaneous, and insert in lieu thereof the following:

6.4 Right of Entry

The right of entry to a workplace by an officer of a recognised industrial organisation of employees shall be in accordance with Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

10. Delete the words "2. Australasian Society of Engineers" appearing in subclause (1), of clause 6.5, Recognised Industrial Organisations of Employees, of Part 6 - Miscellaneous.

11. Delete the words "Adult Basic Wage: \$121.40 per week" appearing in Part 7 - Monetary Rates.

P. J. SAMS *D.P.*

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(293)

SERIAL C3201**ELECTRICIANS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, industrial organisations of employees.

(No. IRC 4435 of 2004)

Before Commissioner Tabbaa

17 August 2004

VARIATION

1. Delete Table 4 - Expense Related Allowances, of Part B, Monetary Rates, of the award published 29 June 2001 (325 I.G. 808), and insert in lieu thereof the following:

Table 4 - Expense Related Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6.3.3	Motor Vehicle allowance	0.64/km
2	6.4.3.1 & 6.4.3.2.1	Daily average excess fares, construction work, etc, allowance	10.55 per day
3	6.4.3.2.2.3	Weekly average excess fares, construction work, etc., allowance	50.10 per week
4	19.8 & 20.4.2.1	Meal allowance	8.70 per meal
5	10.1	Living Away from Home Allowance	341.90 per week 48.85 per day
6	10.4.3.1	Camping Allowance	13.55 per day

2. This variation shall take effect from the first full pay period commencing on or after 17 August 2004.

I. TABBAA, Commissioner.

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(116)

SERIAL C3262

**CLEANING AND BUILDING SERVICES CONTRACTORS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch,
industrial organisation of employees.

(No. IRC 1387 of 2004)

Before The Honourable Justice Marks

7 July 2004

VARIATION

1. Delete subclause (vii), of Clause 3, Definitions of the award published 29 August 2003 (341 I.G. 173) and insert in lieu thereof the following:
 - (vii) "New South Wales Government Sites Cleaning Contracts" means contracts awarded by the NSW Government State Contract Control Board pursuant to Request for tender No. 93/20125 and any successor contracts as well as all other contracts awarded for cleaning services in public schools in New South Wales whether awarded by the NSW Government State Contracts Control Board or any other NSW State Government Department as a stand alone contract or as part of a wider contract arrangement. "NSW Government Sites Cleaning Contracts" shall also mean contracts let pursuant to request for tender 93/20125.
2. This variation shall take effect on and from 7 July 2004.

F. MARKS *J.*

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(1551)

SERIAL C3488

**BORAL RESOURCES (NSW) PTY LIMITED EMU PLAINS QUARRY
ENTERPRISE AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4647 of 2004)

Before Mr Deputy President Sams

15 December 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Boral Resources (NSW) Pty Limited Emu Plains Quarry Enterprise Award 1999 published 31 May 2002 (333 I.G. 955) as varied, be rescinded on and from 15 December 2004.

P. J. SAMS *D.P.*

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(985B)

SERIAL C3492

**SOUTH COAST QUARRIES ENTERPRISE ARRANGEMENT NO. 2
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4642 of 2004)

Before Mr Deputy President Sams

15 December 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the South Coast Quarries Enterprise Arrangement No. 2 (State) Award published 14 June 2002 (334 I.G. 450) as varied, be rescinded on and from 15 December 2004.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C3588

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA05/51 - Austral Bricks Wallgrove Electrical Maintenance Employees Agreement 2004

Made Between: Austral Brick Co Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 8 December 2004 and commenced 29 September 2004.

Description of Employees: The agreement applies to all electrical employees on the sites, located at Wallgrove Road, Horsley, who fall within the coverage of the Electricians, &c. (State) Award.

Nominal Term: 36 Months.

EA05/52 - Dunlop Foams (NSW) Enterprise Agreement 2004

Made Between: Dunlop Flexible Foams -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA03/49.

Approval and Commencement Date: Approved and commenced 7 February 2005.

Description of Employees: The agreement applies to all employees employed by Dunlop Flexible Foams, located at Lot 103 Frank Street Wetherill Park NSW 2164. who fall within the coverage of the Rubber Workers (State) Award.

Nominal Term: 20 Months.

EA05/53 - Paul Segart Pty Ltd (Trading as Lidco) Enterprise Agreement

Made Between: Paul Segart Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: Replaces EA04/2.

Approval and Commencement Date: Approved and commenced 15 October 2004.

Description of Employees: The agreement applies to all employees employed by Paul Segart Pty Ltd (trading as LIDCO), located at 20 Holbeche Rd, Arndell Park NSW 2148, engaged in the classifications of manufacturing, distribution and warehouse, who fall within the coverage of the Joiners (State) Award; the Glass Workers (State) Award; and the Transport Industry - Mixed Enterprises Interim (State) Award

Nominal Term: 13 Months.

EA05/54 - Linfox Pty Ltd Kellogg's Contract Enterprise Agreement 2004

Made Between: Linfox Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 3 November 2004 and commenced 9 February 2004.

Description of Employees: The agreement applies to all employees employed by Linfox Australia Pty Ltd, engaged directly on the Linfox/Kellogg's contract t the following addresses: 34, Airds Road, Minto NSW 2560, The despatch area's of the Kellogg's Production Plant at Swinbourne Street, Botany, NSW 2019, Linfox Botany Distribution Centre, Stephen Road, Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/55 - Linfox - NUW (NSW Branch) Warehousing (Arnott's Smithfield) Enterprise Agreement 2004

Made Between: Linfox Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 November 2004.

Description of Employees: The agreement applies to all Warehouse employees employed by Linfox Australia Pty Ltd, located at Logistics North Distribution Centre, 39, Britton Street, Smithfield, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award.

Nominal Term: 24 Months.

EA05/56 - Ecolab Pty Limited Revesby Enterprise Agreement 2004

Made Between: Ecolab Pty Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales.

New/Variation: Replaces EA02/10.

Approval and Commencement Date: Approved 3 December 2004 and commenced 1 July 2004.

Description of Employees: The Agreement applies to al employees employed by Ecolab Pty Ltd, engaged in or in connection with the manufacture and warehousing of specialty chemicals at the Company's site at 30-32 Marigold Street, Revesby 2212, who fall within the coverage of the Chemical Workers (State) Award

Nominal Term: 24 Months.

EA05/57 - Landhall Pty Ltd Enterprise Agreement 2004-2006

Made Between: Landhall Pty Ltd -&- The Australian Workers' Union, New South Wales .

New/Variation: Replaces EA03/39.

Approval and Commencement Date: Approved and commenced 20 October 2004.

Description of Employees: The agreement applies to all employees employed by Landhall Pty Ltd, located at Lot 16, Corks Lane, Ballina NSW 2478, engaged on, or in connection with, traffic control only in NSW who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

Nominal Term: 24 Months.

EA05/58 - Patrick Logistics Blacktown Cold Storage Enterprise Agreement 2004

Made Between: Patrick Logistics Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: Replaces EA03/105.

Approval and Commencement Date: Approved 2 December 2004 and commenced 19 October 2004.

Description of Employees: The agreement applies to all employees employed by Patrick Logistics Ltd located at 7 Steel Street, Blacktown who fall within the coverage of the Cold Storage and Ice Employees (State) Award

Nominal Term: 29 Months.

EA05/59 - Patrick Logistics Prospect Cold Storage Enterprise Agreement 2004

Made Between: Patrick Logistics Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: Replaces EA03/106.

Approval and Commencement Date: Approved 2 December 2004 and commenced 19 October 2004.

Description of Employees: Applies to employees of Patrick Logistics Ltd located at 560 Reservoir Road, Prospect who fall within the coverage of the Cold Storage and Ice Employees (State) Award.

Nominal Term: 29 Months.

EA05/60 - Downer RML Pty Limited (Wollongong Branch) Enterprise Agreement

Made Between: Downer RML Pty Ltd, Wollongong -&- the Electrical Trades Union of Australia,.

New/Variation: New.

Approval and Commencement Date: Approved 10 December 2004 and commenced 1 April 2003.

Description of Employees: The agreement applies to all employees employed by Downer RML Pty Ltd, Wollongong, located at 1/85 Montague Street, North Wollongong, NSW 2500, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award

Nominal Term: 32 Months.

Printed by the authority of the Industrial Registrar.