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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(779)

SERIAL C3290

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW
SOUTH WALES - SALARIED STAFF CONDITIONS OF
EMPLOYMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1816 of 2004)

Before The Honourable Mr Deputy President Harrison

18 August 2004

REVIEWED AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Hours of Duty
3.	Overtime
4.	Shift Work
5.	Increments
6.	Allowances
7.	Protective Clothing
8.	Conveyance
9.	Leave
10.	Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff
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14.	Grievance Resolution and Dispute Settlement
15.	Anti-Discrimination
16.	Public Holidays and Bank Holiday
17.	Appeals in Respect of Salary, Grade or Classification
18.	Area, Incidence and Duration

1. Definitions

- (i) "Authority" is the Roads and Traffic Authority which is constituted under Section 46 of the *Transport Administration Act 1988*.
- (ii) "Officer" shall mean a person employed by the Authority under Section 63 of the *Transport Administration Act 1988* in any of the classifications referred to in Clause 3, Salaries.
- (iii) "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

2. Hours of Duty

This clause does not apply to staff who are subject to the following clauses:

Clause 10 Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

Clause 11 Additional Conditions for DRIVES Help Desk Staff

Clause 12 Additional Conditions for Traffic Operations Control Staff

Clause 13 Additional Conditions for Work Support Officers

- (1) The ordinary hours of duty to be observed shall be from 8.30am to 4.30pm on five days per week. Monday to Friday inclusive. The approved lunch break shall be taken between noon and 2.00pm daily.

Provided that:

- (i) By agreement with the Public Service Association of New South Wales in respect of officers the same number of hours daily may be worked at any time between 7.00am and 5.30pm.
 - (ii) Officers, so directed, shall work the hours normally worked by employees on field works as provided for in sub-clause (5) of Clause 3, Overtime.
 - (iii) The hours of duty to be observed by officers engaged on shift work in Head Office shall be as prescribed in Clause 4, Shift Work.
 - (iv) Where it has been the practice to work a lesser number of hours by particular classifications of officers, that practice shall continue.
- (2) Where approval has been given for officers to observe flexible working hours, the "House Rules" promulgated by the Authority from time to time shall apply.

Generally, the hours of duty to be observed by officers are:

- (i) Bandwidth 7.30 am to 5.30 pm unless otherwise approved.
 - (ii) Core time 9.30 am to 3.30 pm.
 - (iii) Lunch break to be taken between noon and 2.00 pm.
 - (iv) Contract hours in each four-week settlement period will be 140 hours.
- (3) The hours of duty to be observed by officers engaged on shift work shall be as prescribed in Clause 4, Shift Work.
- (4) Works Supervisors and Superintending Officers who work on their normal accrued day off shall be entitled to claim overtime at Saturday rates (that is, time and one-half for the first two hours and double time rates thereafter) for the hours worked. In addition, Works Supervisors and Superintending Officers shall be entitled to an alternative paid day off in the next four-week cycle. Provided that agreement is reached between the officer(s) concerned and local management, up to four ADOs may be accumulated in keeping with recent changes to award conditions concerning ADO's for wages employees generally.
- (5)
- (i) The ordinary working hours of Toll Control Clerks, Supervisors and Traffic Supervisors shall be 38 per week and shall be worked as a 20-day four-week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.

The accrued day off is to be subject to management prerogative to best suit the working needs of the organisation. Provided the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.

The ordinary working hours of officers shall not exceed eight per day to be worked in a maximum of ten shifts per fortnight; provided that not more than six consecutive shifts shall be

worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of twenty-four hours. The times between which the ordinary hours may be worked may be altered by agreement between the Authority or its representative and the Association.

- (ii) Where the agreed accrued day off prescribed by paragraph (i) of this sub-clause, falls on a public holiday the next working day on which the officer is normally rostered for duty shall be taken in lieu of the accrued day off unless an alternative day in that four-week cycle or the next four-week cycle is agreed between the Authority or its representative and the officer.
- (iii)
 - (a) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (b) Where an officer is ill or incapacitated on the accrued day off, the officer shall not be entitled to payment of sick leave on that day nor shall the officer's sick leave entitlement be reduced as a result of such illness or incapacity.
- (iv) An officer who has not worked, or is not regarded by reason of paragraph (iii) of this sub-clause as having worked a complete four-week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.
- (v)
 - (a) The accrued day off prescribed in paragraphs (i) and (ii) of this sub-clause shall be taken as a day off provided that the day may be worked where that is required by the Authority or its representative and circumstances, in which case in addition to accrued entitlements the officer shall be paid at the rate of time and one-half for the first two hours and double time thereafter: or
 - (b) Where agreement is reached between the Authority or its representative and an officer, that officer may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an officer is not entitled to be paid at the rate as specified in sub-paragraph (a) of this paragraph.
 - (c) Where an officer works on the accrued day off in accordance with sub-paragraph (a) of this paragraph, the officer may elect to have another day off in substitution therefore before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the organisation and that in such cases the accrued entitlements are transferred to the substituted day off.
- (vi) The conditions contained in paragraphs (ii) to (v) of this sub-clause shall also apply to shift workers by substituting the word "shift" for "day" in each case.

3. Overtime

This clause applies to staff subject to the conditions contained in the following clauses:

Clause 10 Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

Clause 11 Additional Conditions for DRIVES Help Desk Staff

Clause 12 Additional Conditions for Traffic Operations Control Staff

Clause 13 Additional Conditions for Work Support Officers

(1)

- (a) Overtime shall mean all time worked before or after the hours of duty provided under sub-clause (1) of Clause 2, Hours of Duty, whether worked by direction of the Authority or a responsible officer acting on behalf of the Authority in the performance of work which, from its character or from special circumstances, cannot be performed during the ordinary working hours of the office to which the officer is attached, or of the work on which he is engaged.

Provided that for officers observing flexible working hours, payment of overtime will be made only for approved work performed outside the bandwidth.

- (b) The Authority may require an officer to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in the officer working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to the officer's health and safety;
 - (ii) the officer's personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

(2) Except as provided in Clause 4, Shift Work, payment for overtime to officers shall be made the following rates:

- (a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two hours and double time thereafter until relieved from duty.
- (b) For all time worked on Saturdays, at the rate of time and one-half for the first two hours and double time thereafter.
- (c) For all time worked on Sundays, at double ordinary rates.
- (d) For all time worked on public holidays at the rate of double time and one-half.
- (e) An officer who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (f) An officer who is called out for emergency duty other than on days provided in paragraph (e) above, shall be paid a minimum payment of three hours work at overtime rates, provided that the hours paid for do not overlap with the officer's normal hours of duty.

Provided that:

- (i) Overtime rates shall not be paid for periods of less than one quarter of an hour.
- (ii) Where a working period extends beyond 2.00pm on Saturdays, Sundays or public holidays, or for one and one-half hours after the regular finishing time on normal working days, at least 30 minutes shall be taken for meals. The meal break shall not be regarded as overtime and a meal allowance as provided in Clause 6A, Meal Allowances, shall be paid.

(3) For the purpose of calculating the hourly rate, the following formula shall be used:

(a) Where the luncheon period has been regularly extended to one hour (ie. 3/4 hour plus 15-minute concession):

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{35}$$

(b) Where the luncheon period has not been so extended:

$$\text{Annual Salary} \quad \times \quad \frac{7}{365.25} \quad \times \quad \frac{1}{36.25}$$

(4) An officer who works on a Saturday, Sunday or public holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of his/her entitlement in respect of the time so worked, as calculated in accordance with sub-clause (2).

Provided that:

(a) Leave in lieu of payment shall be taken at the convenience of the Authority.

(b) Such leave in lieu shall be taken in multiples of a quarter-day only.

(c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day.

(d) Leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave credits.

(e) An officer shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

(5) Notwithstanding the provisions of this clause, the following officers shall not, without the special approval of the Authority, be paid for any overtime worked by them, viz.:

(a) Officers who are paid a special allowance in lieu of overtime.

(b) Administrative and clerical officers whose salary, and allowance in the nature of salary, exceed that of the top step of Administrative Officer (Clerical) Class IV.

(c) Officers engaged on field works who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5 per cent of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 in any one week, or outside that spread of hours normally worked by employees on field works.

(d) The loading referred to in sub-clause (c) shall apply to all periods of paid leave and be taken into account in the calculation of annual leave loading and overtime payments.

The loading shall be taken into account in the calculation of the monetary value of long service leave on termination of service where an officer is in receipt of the loading on the day preceding termination.

(6) For the purpose of computing overtime payment to an officer whose starting and finishing times have been fixed at times other than 8.30 am and 4.30 pm respectively under an agreement made pursuant to Clause 2, Hours of Duty, the times specified in sub-clause (2) shall be advanced or retarded, as the case may be, by a period equivalent to the period by which the commencing time as fixed is earlier or later than 8.30 am.

- (7) Payment of overtime for toll collection personnel, other than Toll Plaza Attendants, shall be made at:
- (a) All time worked in excess of ordinary shift hours as prescribed in Clause 2, Hours of Duty, in any consecutive 24 hours or in excess of 152 hours per four-week cycle shall be deemed overtime except where such excess is worked:
 - (i) by arrangement between the officers themselves:
 - (ii) for the purpose of effecting rotation of shifts:
 - (b) The following rates for overtime shall be paid:
 - (i) time and a half for the first two hours and double time thereafter for all time worked in excess of ordinary shift hours:
 - (ii) double time for all time worked on Sundays and public holidays in excess of the ordinary shift hours.
 - (c) An officer recalled from their home to work shall be paid for a minimum of three hours work at overtime rates for each such call.
 - (d) After each period of overtime an officer shall be entitled to a rest break of at least eight consecutive hours off duty before the commencement of their next ordinary shift without loss of salary for ordinary working time occurring during such eight consecutive hours. If an officer is recalled to duty during their rest break they shall be paid at the rate of double time until released from duty and the officer shall then be entitled to a further rest break of at least eight consecutive hours without loss of salary for ordinary working time occurring during such rest break.
 - (e)
 - (i) One meal allowance in the same quantum as the first meal allowance as prescribed in Clause 17, Meal Allowance, of the General Construction and Maintenance, Civil and Mechanical Engineering, &C. (State) Award, published 21 December 1977, as varied from time to time, shall be paid to Toll Control Clerks and Toll Supervisors on the completion of the first one and one-half hours overtime and one meal allowance at the same rate shall be paid on the completion of each four hours continuous overtime thereafter.
 - (ii) On those occasions where an officer is called from their place of residence to work an overtime shift which falls on the officer's rostered day off, payment is to be made of a meal allowance in paragraph (i) above after completing four hours.
 - (f) Officers engaged as Part-time Supervisors shall be paid overtime at the rates prescribed in sub-clause (b), for all time worked in excess of eight hours on each shift.
- (8) Payment of overtime for shift work on field works shall be made at the following rates:
- (a) Subject to paragraph (b) of this sub-clause all time worked in excess of the hours worked daily or weekly by officers on field works working normal hours Monday to Friday, between midnight Sunday and midnight Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the officer's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
 - (b) An officer shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an officer shall take a rest break of at least four consecutive hours and where the officer is directed to resume without having had a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the officer is released from duty

- for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (c) Any work carried out on Sundays shall be paid for at the rate of double time.
 - (d) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
 - (e) An officer who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours at the appropriate rates.
 - (f) Officers working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break, and to the allowance for tea money prescribed in clause 8, Allowances. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon or night shift shall be of 30 minutes duration and shall be paid for as time worked.
 - (g) An officer required to work a shift on a day on which he/she has been rostered off shall be paid at overtime rates in accordance with paragraphs (a), (c) or (d).

Unless the officer concerned has been notified at least 24 hours in advance, one meal allowance shall be paid for during such shift at the rate prescribed for tea money in clause 6, Allowances.

4. Shift Work

This Clause does not apply to staff who are subject to the following clauses:

Clause 10 Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

Clause 11 Additional Conditions for DRIVES Help Desk Staff

Clause 12 Additional Conditions for Traffic Operations Control Staff

This clause applies to staff subject to Clause 13 Additional Conditions for Work Support Officers

A. Head Office

- (1) For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm Monday to Friday.

"Afternoon shifts" shall be those shifts commencing at or after noon Monday to Friday.

"Night shifts" shall be those shifts finishing at or before 10.00 am Monday to Friday.

"Continuous work" means work carried out with consecutive shifts of officers throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Authority.

- (2) Hours of Duty shall be as follows:

- (a) The ordinary working hours for day shifts shall not exceed those worked daily or weekly by other staff working normal hours Monday to Friday. The only break will be for lunch.

The lunch break shall be taken in the officer's time and shall not be regarded as working time.

- (b) The ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office staff working normal hours Monday to Friday.

Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate.

- (c) No officer shall be required to work more than five consecutive hours without a meal break.
- (3) Payment for Shift Work:
- (a) Payment for day shift shall be at ordinary rates of pay.
 - (b) Payment for afternoon shift shall be at the officer's ordinary rate of pay plus 12½ per cent.
 - (c) Payment for night shift shall be at the officer's ordinary rate of pay plus 15 per cent.
 - (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one-half of the officer's ordinary rate of pay.
 - (e) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the officer's ordinary rate of pay.
- (4) Shift Rosters
- (a) Officers shall be rostered to work shifts on a rotating basis as required by the Authority provided that not more than five consecutive shifts shall be worked in seven consecutive days.
 - (b) Wherever reasonably practicable notice shall be given of shifts to be worked at least seven days in advance. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked the order or rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift.
 - (c) An officer on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than at his/her own request or by agreement between the officer concerned and the Authority. Should an officer be required to work afternoon and/or night shift for more than two consecutive working weeks (other than at his/her own request or by agreement between the officer concerned and the Authority) he/she shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.
- (5) Payment of Overtime - Payment of overtime shall be made at the following rates:
- (a) Subject to paragraph (b) of this sub-clause, all time worked in excess of the hours worked daily or weekly by other Head Office staff working normal hours Monday to Friday, between midnight Sunday and midnight Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the officer's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
 - (b) An officer shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an officer shall take a rest break of at least four consecutive hours and where he/she is directed to resume without having had a rest break of eight consecutive hours he/she shall be paid at the rate of double ordinary time until he/she is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
 - (c) Any work carried out on Sundays shall be paid for at the rate of double time.
 - (d) Any work carried out on public holidays shall be paid for at the rate of double time and one-half and for employees engaged on continuous work, any work carried out on public holidays shall be paid for at the rate of double time.

- (e) An officer who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (i) Officers working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the allowance for tea money, prescribed in Clause 2, Hours of Duty. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon or night shift shall be of 30 minutes duration and shall be paid for as time worked.
- (ii) An officer required to work a shift on a day on which he/she has been rostered off shall be paid at overtime rates in accordance with paragraphs (a), (c) or (d) of sub-clause (5).
- (iii) Unless the officer concerned has been notified at least twenty-four hours in advance, one meal allowance shall be paid for during such shift at the rate prescribed for tea money in Clause 6, Allowances.
- (iv) An officer rostered off on a public holiday shall be credited with a day's recreation leave for each such day, provided that a six or seven-day shift roster is in operation.
- (v) An officer employed under this clause and working a six or seven-day week three-shift roster shall be credited with an additional five days' recreation leave per annum. This leave shall accrue at the rate of 5/12 of a day for each complete month that an officer so works.

B. Toll Control Clerks and Supervisors

- (a) Continuous Shift Work - Officers on Continuous shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off for every 20-shift cycle.
- (b) The shifts shall be arranged by roster, which shall be posted in such a position that the officers will be able to keep themselves informed of the shifts to be worked at least one week ahead.
- (c) The roster shall, as far as practicable, be arranged to give each of the officers an equal number of Saturdays and Sundays off duty.
- (d) The roster shall, as far as practicable, be arranged to give each of the officers two consecutive days off.
- (e) Except in cases of emergency, no officer shall be compelled to work more than five hours without a break by agreement with the Association.
- (f) The roster shall be so arranged that at least eight consecutive hours separate the ordinary shifts to be worked by any officer.
- (g) The method of working shifts may, in any case, be varied by agreement between the Authority and the Association and in any case of general variation where agreement cannot be reached seven days notice of the alteration shall be given by the Authority to the Association.
- (h) Except in cases of emergency, an officer shall not be required to work longer than two hours in any period without a crib break of twenty minutes.

C. Officers on Field Work

- (1) Hours

- (a) The ordinary working hours for day shifts shall not exceed those worked daily or weekly by officers on field works working normal hours Monday to Friday. The only break will be for lunch.

The lunch break shall be taken in the officer's time and shall not be regarded as working time.

- (b) The ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other officers on field works working normal hours Monday to Friday.

Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate.

- (c) No officer shall be required to work more than five consecutive hours without a meal break.
- (d) The following additional provisions will apply to officers whose ordinary working hours are thirty-eight per week:

- (i) Officers engaged for work under the terms of this sub-clause shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty-shift cycle.

The twentieth shift shall be paid for at the shift rate(s) prescribed in paragraphs (a), (b), (c) and (d) of sub-clause (2) of Clause 4 C, Officers on Field Work.

- (ii) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (iii) An officer who has not worked, or is not regarded by reason of subparagraph (ii) of this paragraph as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (iv) The Authority and officers working under the terms of this sub-clause shall agree upon arrangements for rostered paid days off during the twenty-shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty-shift cycle.
- (v) Once such shifts have been rostered they shall be taken as paid shifts off provided that where the Authority for emergency reasons requires an officer to work on the rostered shift off, the officers shall take one paid shift off before the end of the succeeding work cycle, and the officer shall be paid for the shift worked at the rates prescribed for Saturday work in Clause 3, Overtime.

(2) Payment

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Officers shall be paid at the rate of time and one-quarter when working on the second (afternoon) shift on either a two or three-shift system.
- (c) If three shifts are worked, the third (night) shift shall be paid for at the rate of time and one-quarter.
- (d) Where officers are required to work on a shift not worked on a two or three-shift system, which commences at or after 4.00pm and which finishes at or before 7.00am such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one-half.

- (e) Where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the officer then in such cases the rate payable for the actual time worked shall be ordinary shift rates.
 - (f) Shift work hours shall be worked between Monday and Friday inclusive. Time worked on a Saturday, Sunday or a public holiday shall be paid for at overtime rates; provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.
 - (g) An officer shall be given at least 48 hours notice of a requirement to work shift work.
 - (h) Notice of any alteration to shift hours shall be given to the officer not later than ceasing time of the previous shift.
 - (j) No officer who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (3) Rosters
- (a) Where the arrangement for working shifts requires officers to be rostered to work shifts on a rotating basis not more than five consecutive shifts shall be worked in seven consecutive days.
 - (b) Wherever reasonably practicable notice shall be given of shifts to be worked at least seven days in advance. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift.
 - (c) An officer on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than at the officer's own request or by agreement between the officer concerned and the Authority. Should an officer be required to work afternoon and/or night shift for more than two consecutive working weeks (other than at the officer's own request or by agreement between the officer concerned and the Authority), the officer shall be paid at the rate of time and one-half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

5. Increments

- (a) Except in the case of promotion from one classification to another, an officer shall not be entitled to an increase in his/her rate of salary until he/she has received that rate for a period of twelve months.
- (b) Any increments under this award may be withheld or the salary of any officer may be reduced in any case where, on account of the officer's inefficiency or misconduct in an official capacity, the Authority is of the opinion that such increments should not be paid or that the salary of such officer should be reduced.

Provided that an officer whose salary is reduced or from whom an increment is withheld shall, within thirty days of the reduction taking effect or the increment becoming due, be furnished with a statement in writing of the reason for withholding the increment or for the reduction in salary. The provisions of Clause 16, Appeals in Respect of Salary, Grade or Classification, shall then apply.

Periods of leave without pay where the total period of absence in any one year exceeds five days shall not count as service for increment purposes.

Nothing included in this clause shall preclude the reference of matters by the Association or the Authority to the Industrial Commission.

6. Allowances

A. Meal Allowances

- (1) Meal break while Travelling
 - (a) Staff are entitled to claim a meal allowance when travelling on RTA business if they:
 - (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur expense in obtaining the meal.
 - (b) Staff shall receive meal allowances at the rates contained in Item 1 of Table A, Rates - Allowances, and subject to the following provisions:
 - (i) Breakfast- the journey must have commenced before 6am and at least one hour before the staff member's normal starting time.
 - (ii) Lunch - when staff are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Staff whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall not be entitled to a lunch allowance.
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.
- (2) Meal Allowance - Overtime
 - (a) Subject to Clause 3, Overtime, where an adequate meal is not provided by the RTA, staff will be paid a meal allowance for meal breaks taken, provided that:
 - (i) the performance of the work concerned at that time was necessary;
 - (ii) staff incurred expenditure in obtaining the meal;
 - (iii) where staff were able to cease duty for at least 30 minutes before or during the working of overtime they did so; and
 - (iv) staff resume duty after the meal break, unless there are acceptable reasons for a meal to be taken at the end of an overtime period.
 - (b) Staff shall receive meal allowances at the rates contained in Item 2 of Table A, Rates - Allowances and subject to the following provisions:
 - (i) Breakfast - staff are required to commence work at or before 6am and at least one hour before the prescribed starting time.
 - (ii) Lunch - staff are required to work on any Saturday, Sunday or state-wide public holiday and their prescribed starting time is
not later than 8.30am and they are required to work until or beyond 1.30pm; or
later than 8.30am and they are required to work until or beyond 2pm.

- (iii) Evening meal - when they are required to work until or beyond 6pm on a normal working day, an evening meal allowance will be paid to staff who
 - work under a flexible working hours arrangement and work for more than eight and one-half hours, excluding the lunch break on that day;
 - do not work under a flexible working hours arrangement and whose prescribed starting time is not later than 8:50am, work for at least one and one-half hours after the prescribed ceasing time.

(3) Meal Break Allowance - Sydney Harbour Bridge

Sydney Harbour Bridge Toll Control Clerks shall receive a meal break allowance for each eight-hour shift, paid at the rate of time and a half for 30 minutes.

B. Travelling, Field and Lodging Allowances

(1)

- (a) This subclause applies to staff who:
 - (i) are required to proceed on duty away from their normal headquarters;
 - (ii) cannot return to their normal headquarters on the day of departure; and
 - (iii) do not permanently change their headquarters.
- (b) For the purposes of this subclause, travelling allowance will be calculated at the hourly rate of the relevant sustenance allowance as set at Item 3 of Table A, Rates - Allowances.
- (c) The need to obtain overnight accommodation will be determined by the RTA, having regard to the safety of staff travelling on official business and local conditions. Where staff are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal workplace, overnight accommodation will be appropriately granted.
- (d) Staff required to stay in overnight accommodation will receive the rate for that region as set at Item 3 of Table A, Rates - Allowances. The allowance will be reduced to 50% of the relevant rate for staff who remain in a region for more than 35 days and up to a period of six months.
- (e) Staff who wish or are directed to claim actual and reasonable expenses while staying in overnight accommodation will be entitled to an 'Incidentals' allowance as set at Item 4 of Table A, Rates - Allowances.
- (f) Sustenance allowance will be calculated from the time of departure from:
 - (i) their normal headquarters;
 - (ii) their normal place of residence where they travel directly from their normal place of residence; or
 - (iii) another temporary work location.
- (g) Staff who are sent from one temporary work location to another will continue to be entitled to the relevant allowance, provided that the distance between their headquarters and the subsequent temporary work location is sufficient to make it necessary to continue such arrangements.

- (h) Subject to (f) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that for the previous temporary work location, staff will receive the relevant rates based on the times of departure from each location. Methods for calculation of sustenance allowance for staff travelling between different locations are contained in Personnel Circular No 2000/13, a copy of which is attached at Appendix A.
 - (i) Sustenance allowance is not payable in respect of:
 - (i) any period during which staff return to their residence on weekends or public holidays, from the time of arrival at the residence until the time of departure;
 - (ii) any period of leave, except with the approval of the RTA, or as otherwise provided by subclause 6B; or
 - (iii) any other period during which staff are absent from the temporary work location, otherwise than on official duty.
 - (j) For the purposes of clause 6, 'Sydney' means the area bounded by Palm Beach and Cowan in the north, St Marys in the west and Catherine Fields and Heathcote in the south. Notwithstanding this definition, staff in receipt of an allowance for overnight accommodation, are expected to find accommodation as close as possible to the temporary work location which they are attending.
 - (k) Staff who return from a temporary work location after more than 35 days and less than six months' lodging will be paid for their travelling at the hourly rate of the relevant 35 days or less allowance. Travelling will be calculated from the time of departing the temporary work location to the time of arrival at their headquarters or normal place of residence.
 - (l) Where the sustenance or meal allowance claimed under subclause 6A(1) or 6B is deemed
 - (i) insufficient to adequately reimburse staff for expenses properly and reasonably incurred, a further amount may be paid to reimburse staff for the additional expenses incurred; or
 - (ii) in excess of the amount which would adequately reimburse staff for expenses properly and reasonably incurred, the RTA may reduce the allowance to that which would reimburse staff for expenses incurred properly and reasonably.
 - (m) Payment of any actual expenses will be subject to the production of receipts, unless the RTA is prepared to accept other evidence from the staff concerned.
- (2)
- (a) Staff who perform official duty at a temporary location may be directed to lodge in accommodation organised and provided by the RTA.
 - (b) Where the RTA does not provide meals, staff will be reimbursed meal expenses actually and reasonably incurred during the time spent away from their residence to perform that duty.
 - (c) Staff staying in RTA-provided accommodation will receive an 'incidentals' allowance at the rate set at Item 4 of Table A, Rates - Allowances.
- (3) In the case of officers whose duties require them to proceed from their headquarters to the field for a period of one week or more and who are within reasonable travelling distance from their headquarters at weekends (reasonable travelling distance from Sydney being within the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra), their claims for field and lodging allowances are to be calculated as follows:
- (a) Travelling allowance will be paid from time of departure from headquarters to time of arrival at a new location and on return journeys to headquarters. Where, with approval, an officer uses a

private vehicle, travelling allowance shall not exceed the allowance which would have been payable had the officer travelled by the appropriate mode of public transport.

- (b) Lodging allowance will be paid at the rate in accordance with the above provisions, on the basis of reasonable actual cost plus \$7.00 per day subject to the production of receipts from time of arrival at a new location until time of departure, which normally would be Monday to Friday, respectively.

If it is necessary to obtain accommodation on a weekly basis in order to preserve continuity of accommodation, the reasonable actual cost plus \$7.00 per day will be paid if this cost should exceed the allowance payable under this award from time of arrival to time of departure each week. Where the actual cost is being claimed, expenses must be supported by receipts.

- (c) Journeys each week to and from one location will be regarded as separate trips for the purpose of calculating travelling, field and lodging allowances.
- (d) Return rail warrants will be issued each week to enable the officer concerned to return to headquarters at weekends.

Where approval is given for an officer to travel by private conveyance the officer shall be granted the equivalent cost of rail fares or fares by the recognised mode of public transport. Provided that the officer may be required to produce evidence that the journey was actually made in a private conveyance.

Officers whose duties require them to proceed from their headquarters to the field, and who are not within reasonable travelling distance from their headquarters at weekends, may return and have their fares paid to their headquarters at the intervals and under the conditions set out hereunder:

- (a) Where the distance to be travelled from the field to their headquarters is such that the issue of rail warrants (including sleepers) will enable officers to travel in their own time to spend 48 hours at their headquarters:
 - (i) Officers with dependants after four weeks absence from headquarters shall be issued with one first-class return rail warrant (including sleepers). Thereafter one first-class return rail warrant (including sleepers) will be issued each four weeks. Alternatively, one economy class return rail warrant may be issued each two weeks.
 - (ii) Officers without dependants after eight weeks absence from headquarters shall be issued with one first-class return rail warrant (including sleepers). Thereafter, one first-class return rail warrant (including sleepers) will be issued each eight weeks. Alternatively, one economy return rail warrant may be issued each four weeks.
- (b) Where the distance to be travelled from the field to their headquarters by the shortest practicable route is such that officers are unable to travel in their own time to spend 48 hours at their headquarters:
 - (i) Officers with dependants after four weeks absence from headquarters shall be issued with one first class return rail warrant (including sleepers) and shall be granted special leave not exceeding two days (normally Friday and/or Monday) each four weeks.
 - (ii) Officers without dependants after eight weeks absence from headquarters shall be issued with one first class return rail warrant (including sleepers) and shall be

granted special leave not exceeding two days (normally Friday and/or Monday) each eight weeks.

Provided that the Authority may, having regard to the period of absence from duty necessitated by rail travel, elect to provide transport by air.

- (c) Those officers who, in accordance with sub-paragraphs (a) and (b) above, return to their headquarters after the specified period of absence has elapsed will be entitled to the following additional expenses and conditions:
 - (i) Travelling time as provided in sub-clause (1) of this clause.
 - (ii) Each journey will be regarded as a separate trip for the purpose of calculating field and lodging allowances.
- (d) Where an entitlement to the issue of travel warrants exists in accordance with the provisions of sub-paragraphs (a) and (b) above, an officer may travel by other forms of conveyance subject to approval and be granted the equivalent cost of rail fares (including sleepers) or fares by the recognised mode of public transport, subject to production, on request, of evidence that the journey was actually made: provided that the period of absence from duty shall not in any case exceed the period which would be required if the journey was made by the form of public transport approved.

C. Allowances to Transferred Officers

- (1)
 - (i) This clause shall apply to all transfers except:
 - (a) Transfers made at the request of the officer himself/herself within a period of two years of his/her taking up duty at his/her previous headquarters.
 - (b) Transfers to a new headquarters within 34 km of an officer's previous headquarters.
 - (c) Transfers by reason of official misconduct.
 - (ii) Where special circumstances exist and the Authority so approves, this clause shall apply to a transfer within the meaning of (a) or (b) above.
- (2) Where an officer is transferred from one headquarters to another he/she shall be paid a travelling allowance at the rate per hour set out in Part B, Travelling, Field and Lodging Allowances until the time of his/her arrival at his/her new headquarters and thereafter the appropriate allowance or allowances set out hereunder:
 - (a) An officer required to occupy camp or local quarters in the field shall be paid the relevant accommodation allowance prescribed in the said Part B, for officers in camp or local quarters.
 - (b) Where the Authority is prepared to meet the expense of transferring the dependants of an officer, but does not provide a residence, and because of inability to secure a residence or for any other reason accepted by the Authority, the officer finds it necessary while separated from his/her dependants to go into lodgings while waiting to take up occupation of his/her new residence, then the relevant accommodation allowances as set out in the said Part B, shall be paid for the period of such lodging, but not for any period in excess of eight weeks.
 - (c) For the period beyond the first eight weeks after arrival at a new location, a transferred officer who is separated from his/her dependants under circumstances set out in paragraph (b) of this sub-clause, shall be recouped actual and reasonable out-of-pocket expenses less an amount set at Item 5 of Table A, Rates Allowances, per week subject to the production of receipts. Such

recoupment shall be limited to a period not exceeding six months, except with the special approval of the Authority.

- (d) An officer who is separated from his/her dependants under circumstances set out in paragraphs (a), (b) and (c) may return and have his/her fares paid to his/her home at the intervals and under the conditions set out hereunder:
- (i) After four weeks absence from home one first class return rail warrant (including sleepers) will be issued. Thereafter, one first class return rail warrant (including sleepers) will be issued each four weeks. Alternatively, one economy class rail warrant may be issued each two weeks. In either case the officer shall travel in his/her own time.
 - (ii) Where, owing to the distance to be travelled it is not possible for an officer to travel in his/her own time to spend 48 hours at home, he/she will, after four weeks absence from home, be issued with one first class return rail warrant (including sleepers) and be granted special leave not exceeding two days (normally Friday and Monday) each four weeks. Alternatively, the Authority may, having regard to the period of absence from duty necessitated by rail travel, elect to provide transport by air.
 - (iii) An officer entitled to the issue of travel warrants under the provisions of sub-paragraphs (i) or (ii) of this paragraph may travel by other forms of conveyance subject to approval and be granted the equivalent cost of rail fares (including sleepers). The period of absence from duty shall not in any case exceed the period which would be required if the journey was made by the recognised form of public transport. If the journey was actually made in his/her own motor vehicle, the offer may be required to produce evidence to this effect.
 - (iv) If the officer's new headquarters are within reasonable travelling distance of his/her previous headquarters, as defined in the said Part B, the conditions set out in that Part will apply.
- (e)
- (i) Where the Authority is prepared to meet the expense of transferring the dependants of an officer, but does not provide a residence, and because of inability to secure a residence or for any other reason accepted by the Authority the officer finds it necessary to go into temporary accommodation with his/her dependants while waiting to take up occupation of a residence, then the officer shall be recouped, subject to the production of receipts, three-quarters of the actual and reasonable expenses so incurred by himself/herself and his/her dependants within a period of eight weeks of his/her arrival at his/her new headquarters.

Prior approval of the Authority is to be sought where, having regard to the special circumstances involved, any reimbursement beyond this period is considered necessary.
 - (ii) Where the Authority is prepared to meet the expenses of transferring an officer without dependants, but does not provide a residence, and because of inability to secure permanent accommodation or for any other reason accepted by the Authority the officer finds it necessary to go into temporary lodgings while waiting to take up occupation of permanent accommodation, then the officer shall be recouped, subject to the production of receipts, 50 per cent of the actual and reasonable expenses so incurred for a period up to four weeks from the date of the officer's arrival at the new headquarters subject to the maximum allowance so payable not exceeding the amount set at Item 6 of Table A, Rates - Allowances, per week.

Prior approval of the Authority is to be sought where, having regard to the special circumstances involved, any reimbursement beyond this period is considered necessary.
- (f) Where the Authority is not prepared to meet the expense of transferring the dependants of an officer and such officer finds it necessary to go into camp, local quarters or lodgings at his/her

new location the relevant accommodation allowance set out in Part B, Travelling, Field and Lodging Allowances, shall apply.

- (g) Where an officer is in receipt of an accommodation allowance under the provisions of paragraph (f) above he/she shall be entitled to the issue of travel warrants and the granting of special leave as prescribed in paragraph (d).

(h)

- (i) When an officer is transferred from one headquarters to another under circumstances which require him/her to change his/her place of residence and necessitate removal of normal household furniture and effects, the following additional allowance shall be paid:

The amount set at Item 7(b) of Table A, Rates - Allowances, where the household furniture and effects are of not less value than the amount set at Item 7(a).

The amount set at Item 7(c) of Table A, Rates - Allowances, where the household furniture and effects are of not less value than the amount set at Item 7(a).

- (ii) In the event of a transferred officer changing his/her place of residence and not being eligible to receive the allowance referred to under sub-paragraph (i) above, the amount set at Item 7(d) of Table A, Rates - Allowances shall be paid.

- (j) Where an officer and spouse, who is also an officer, are both transferred to the same new headquarters which necessitates a change in place of residence the Authority's prior approval is to be sought regarding their leave and expenses entitlements as transferred officers.

(3)

- (a) Where an officer already owning his/her home is transferred under circumstances where the Authority is prepared to meet the cost of transferring his/her dependants and effects, and sells his/her home at his/her then headquarters for the purpose of purchasing a home or land upon which to erect a residence at his/her new headquarters he/she shall, subject to the conditions prescribed in (ii) below, be entitled to reimbursement of the following expenses incurred in such transactions:

- (i) where the officer has engaged a Solicitor to act for him/her in those transactions, the Solicitor's professional costs and disbursements by him/her in respect of such transactions which are limited to Schedule 1 under the Conveyancing Act;
- (ii) stamp duty paid in respect of the purchase of the residence or land at his/her new location, and in respect of any mortgage entered into or discharge of mortgage in connection with such transactions;
- (iii) fees paid in respect of the registration of transfer and mortgage;
- (iv) where the officer has engaged an estate agent to sell the residence at his/her former location, the commission paid to the estate agent in respect of such sale.

(b)

- (i) Reimbursement of expenses under this clause shall only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at his/her new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.

- (ii) A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the provisions of this award relating to the reimbursement of conveyancing and incidental costs on a subsequent transfer, provided periods of not more than four years have elapsed between transfers.
 - (iii) Where it is not practicable for the transferred officer to purchase a residence in his/her new location and he/she has disposed of his/her former residence, such officer is not to be excluded from the benefit of this award when subsequently purchasing a residence in his/her new location on current or subsequent transfer within the time limit allowed in sub-paragraph (b) of this paragraph.
 - (iv) The Authority will be prepared to consider individual cases where the four-year period referred to in sub-paragraphs (a), (b) and (c) of this paragraph has been exceeded but may require full details of why sale and/or purchase of residence could not be completed in the four-year period.
 - (v) The maximum amounts which an officer may be reimbursed under this clause shall be limited to the amounts which would be payable had the sale and purchase prices of the properties involved in each case had been the amount set at Item 8 of Table A, Rates - Allowances.
 - (vi) In so far as stamp duty is concerned, the limit set at said Item 8 does not apply where an officer purchases a residence or land on which to erect a residence, and enters into occupation of the home within a period of 15 months of the date of transfer to the new headquarters.
 - (vii) The reimbursement of expenditure paid to estate agents in respect of commission charges shall be limited to 5 per cent on the first \$15,000; 3 per cent on the next \$45,000; and 2.5 percent thereafter up to a maximum value of the amount set at Item 8 of Table A, Rates - Allowances.
- (c)
- (i) Where a transferred officer entitled to the reimbursement of conveyancing and other costs under paragraphs (i) and (ii) above, purchases a residence or the land upon which to erect a residence at his/her new headquarters prior to the sale of his/her former residence, he/she shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted. Provided that the Authority may require the officer to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
 - (ii) A transferred officer shall be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs.
 - (iii) A transferred officer entitled to reimbursement of conveyancing and other costs under paragraphs (i) and (ii) above, shall be entitled to reimbursement of the cost of Survey Certificates, Pest Certificate and/or Building Society registration fees reasonably incurred in seeking financial assistance for the purpose of purchasing a new residence or the land upon which to erect a new residence at his/her new headquarters.
- (4) When an officer is transferred under circumstances where the Authority is prepared to meet the cost of transferring the officer's dependants and effects, the officer shall be granted reimbursement of the costs of installing a telephone at the new location.

Provided that:

- (i) The officer was a telephone subscriber at the previous residence at the time of transfer;

- (ii) The amount of the reimbursement will be the full amount of transfer or installation fee only, that is, fees for extra telephone equipment and services etc., will be excluded;
 - (iii) Claims are supported by receipts.
- (5) Where an officer is transferred from one location to another and desires to arrange in advance housing accommodation, the officer and one member of the officer's household may each be provided with one first class return rail warrant, plus sleeping berths where applicable. Alternatively, if the officer provides their own transport, reimbursement at the appropriate specified journey rate for the return journey, with a maximum reimbursement equal to the cost of two first class return rail fares (including sleeping berths) will be made.

In addition, subject to approval, an officer shall be entitled to special leave of:-

- (a) two days on full pay for the purpose of visiting the new location with a view to obtaining suitable accommodation; and
- (b) such leave as is necessary, on full pay, to travel to the new location for the purpose referred to in paragraph (a) of this sub-clause.

Provided that where the purpose referred to in paragraph (a) above is achieved in a lesser time than that specified, the officer shall be entitled to leave on full pay for that lesser time and provided also where the purpose referred to in paragraph (a) above cannot be achieved in the time specified the Authority may grant such extra leave as is considered necessary.

When an officer in accordance with the said paragraph (a) above, travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer shall, subject to the production of receipts be reimbursed reasonable and actual costs of accommodation and meals for self and a member of the officer's household, provided the amount to be reimbursed does not exceed that prescribed under Clause 8 (B), Travelling Field and Lodging Allowances.

When an officer has been unable to take advantage of the above-mentioned concessions but, subsequent to entry on duty at the new headquarters, desires that one member of their household travel to the new headquarters to assist in the search for permanent accommodation, the member concerned may be granted one first class return rail warrant, including necessary sleeping berths, to undertake the journey. Should another mode of transport be used, the actual cost of such transport may be refunded subject to the amount payable not exceeding the value of one first class return rail warrant (including sleeping berths). Where the journey is undertaken by car, the allowance payable is to be based on the appropriate specified journey rate as advised from time to time.

This provision will not apply when an officer's residence is available or where the officer concerned proposes to re-occupy their own home.

- (6) The Authority may grant, on application and having regard to the circumstances, a weekly allowance to an officer who is faced with increased accommodation costs following transfer.

Provided that the allowance shall:

- (i) be based on the difference between an officer's outgoings for rent in the new location and outgoings for rent in the previous location;
- (ii) be a maximum of the amount set at Item 9 of Table A, Rates - Allowances per week;

- (iii) be payable for a period of up to six months in each case, unless exceptional circumstances exist which would warrant an extension up to a maximum period of 12 months;
 - (iv) apply to an officer occupying privately owned property or property required for future road works, but not to one occupying a property purchased by the Authority for staff housing;
 - (v) apply only to transfers made for the Authority's purposes, that is, not to transfers made at an officer's own request;
 - (vi) apply to transfers from city to country location, country location to city and from one country location to another; and
 - (vii) be considered for payment only after written application has been supported by receipts as to the actual rental being paid.
- (7) A transferred officer shall be reimbursed:
- (i) The cost of board and lodging in respect of dependant children undergoing secondary education in Year 12 at a school in the officer's old location when elected subjects are not available at a school at the officer's new location. In such case, the officer, on production of receipts of payment and a certificate from the Department of Education that the elected subjects are not available at a school at the officer's new location, shall be granted an allowance to meet such costs. In these cases, the parent/guardian will be required to pay the amount set at Item 10(a) of Table A, Rates - Allowances per week of the board and lodging expenses and the Authority will reimburse further costs up to a maximum of the amount set at Item 10(b) of Table A per week for each child.
 - (ii) The cost of those items of essential school clothing listed from time to time in personnel circulars that are required to be replaced or purchased as a direct result of the officer's transfer from the former location to the new location requiring the changing of schools. When an item of clothing required at the new school is not included in the list, the Authority will consider reimbursing the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase.

D. Climatic Allowances

- (1) Officers stationed in an area upon or to the west of a line starting from a point on the bank of the Murray River opposite Swan Hill and thence by straight lines passing through the following towns or localities in the order stated, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw shall be paid a climatic allowance.
 - (2) The amounts of climatic allowances for each classification are set at Item 11 of Table A, Rates - Allowances.
 - (3) Grade B allowances are payable to officers stationed and resident at the following locations:
Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
 - (4) Grade C allowances are payable to officers stationed and resident at the following locations:
Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
 - (5) All other locations where the climatic allowance is payable are classified as Grade A.
- N.B. Deniliquin is to be classified as Grade A for the payment of this allowance.

E. Fares Subsidy - Climatic Allowance Area

- (1) An officer whose headquarters are situated in an area in which a climatic allowance is paid shall be entitled to a subsidy toward the cost of fares incurred when proceeding on annual recreation leave from that area.

The maximum amount payable to such an officer in respect of a period of annual recreation leave for a return journey from his/her headquarters to Sydney, or elsewhere not exceeding the cost of a return journey to Sydney, shall be:

- (a) the actual cost, less the amount set at Item 12(a) of Table A, Rates - Allowances, of fares incurred in travel by rail (including the cost of sleeping berths where these are actually used) and/or service car; or
- (b)
- (i) the amount set at Item 12(b) of Table A in respect of a married officer, his/her spouse and dependant children; or
- (ii) the amount set at Item 12(c) of Table A in respect of an officer without dependants whichever is the lesser amount.

Payment will not be made in respect of taxi fares or meals.

- (2) Where a means of transport other than rail and/or service car is used, the subsidy will be calculated on the basis of equivalent fares (including sleepers) as if such public transport had been used.
- (3) An officer shall not be entitled to payment under these provisions more than once in respect of each period of 12 months commencing from the date of taking up duty in the area.
- (4) For the purposes of this clause, "annual recreation leave" shall, except with the special approval of the Authority, mean leave of not less duration than would be required to qualify for the annual leave loading referred to in Part (H), Annual Recreation Leave of Absence, of Clause 9, Leave.

F. Disability Allowance to Officers Stationed in Certain Areas

An allowance of set at Item 13 of Table A, Rates - Allowances shall be paid to Supervisors - Toll Collection at the Sydney Harbour Bridge for each shift while they continue to be required in the ordinary course of their duty to spend at least two hours in toll booths on each shift.

G. Calculation of Allowances

- (1) In the case of weekly allowances, the allowance for any portion of a week shall be calculated on a daily basis of one-fifth of the weekly rate, and on an hourly basis of one twenty-fourth of the daily rate so calculated. In the case of the daily allowances prescribed in Clause 6, Allowances, the allowance for any portion of a day shall be calculated at one twenty-fourth of the daily rate.
- (2) In computing the time occupied, a fraction of an hour if less than half an hour shall not be taken into account, but if half an hour or more, it shall be reckoned as one hour.

H. Officer Relieving

- (1) Where in any one period of relief an officer relieves in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, he/she shall be paid for the full period of relief the minimum salary of the higher graded position.
- (2) Where in any one period of relief an officer relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such officer in the higher graded position, he/she

shall be paid such allowance as may be determined by the Authority and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment.

Provided that:

- (i) should the period of relief be in excess of 12 months the relieving officer shall be entitled to be paid the salary that would be payable under the relevant award, industrial agreement or determination to a person appointed to that position on the day the relieving officer commenced relieving duties in that position; or such proportion thereof as may be determined by the Authority;
- (ii) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained;
- (iii) an officer relieving another in a lower graded position shall not suffer any reduction in salary.

When a Sydney Harbour Bridge Toll Officer other than a Toll Plaza Attendant is required to relieve another officer, who is on accrued leave arising from the 38-hour week, no higher duties allowance is payable.

- (3) Incremental Progression by Allowance - Where a very lengthy period of acting in the one higher graded position is unavoidable, the staff member concerned may progress by way of allowance to the next incremental step, provided that 100 per cent allowance has been paid continuously for a period of 12 months.

Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.

Where there are broken periods of relief in the higher graded position or positions, such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:

- (i) only periods in respect of which the level of the allowance together with the officer's salary is greater than or equal to the salary of the new position to which the officer is substantively appointed are counted;
- (ii) any period of leave during which allowance was not paid is discounted;
- (iii) aggregation does not extend over any break in excess of six months.

The same principles apply if a person who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

J. Examination Allowances

- (1)
 - (a) An officer classified as an Assistant Landscape Officer shall be paid examination allowances as set out at Item 14 of Table A, Rates - Allowances, upon successful completion of each stage leading to the Horticulture Certificate conducted by the Department of Technical Education.

Payment of the allowance shall cease on an officer's promotion to Landscape Officer, Grade I.

- (b) An officer classified as a Landscape Officer, Grade I shall be paid examination allowances as set out at Item 14 of Table A, Rates - Allowances, upon successful completion of each stage of the post-certificate course in Landscape Design conducted by the Department of Technical Education.

Payment of the allowance shall cease on an officer's promotion to Landscape Officer, Grade II.

- (c) The allowances prescribed in this clause are not cumulative. The allowances are to be payable as from 1 January each year following the final examinations in each stage. An officer who fails at these examinations but who is successful in completing the stage at a deferred or post-examination will be recognised as having qualified for the allowances as from 1 January.

- (2) Testing Laboratory Operators Examination Allowance - On and from the first day of the month succeeding the date on which the final paper of the particular examination at which the officer passed was held, the officer shall, in addition to the salary prescribed by this award, be paid:

- (i) an allowance at the rate set at Item 14(a) of Table A, Rates - Allowances on completion of Stage I of the Civil Engineering Certificate Course of the Department of Technical and Further Education, New South Wales, or on attaining appropriate qualifications equivalent thereto;
- (ii) a further amount to make the total allowance at the rate set at Item 14(b) of Table A, Rates - Allowances, on completion of Stage II of the said course or on attaining appropriate qualifications equivalent thereto;
- (iii) a further amount to make the total allowance at the rate set at Item 14(c) of Table A, Rates - Allowances, on completion of Stage III of the said course or on attaining the appropriate qualifications equivalent thereto;
- (iv) a further amount to make the total allowance at the rate set at Item 14(d) of Table A, Rates - Allowances, on completion of Stage IV of the said course or on attaining appropriate qualifications equivalent thereto.

An allowance prescribed in this clause shall not be payable to an officer whose total remuneration is equal to or in excess of the salary prescribed in this award for a Grade III officer.

K. Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 15 of Table A, Rates - Allowances.

7. Protective Clothing

Toll Personnel - Other than Toll Plaza Attendants

- (1) Uniforms and protective clothing shall be issued to such officers and on such a scale as is reasonably required, and shall include for each officer:

One suit coat

Two pairs of trousers

Six white shirts

One woollen jumper

One belt

Two ties

One pair of shoes

One raincoat

- (2) Officers required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance of \$5.20 per week for care and cleaning of uniform clothing.

General - The Authority shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all officers in the workplace.

8. Conveyance

A. Officers on Duty

- (1) Wherever possible, when a Departmental vehicle is not provided, officers shall travel by the mode of public transport which affords the greatest economy. The full cost of fares for such conveyance shall be met by the Authority.

Provided that:

- (a) Where there is no public transport service and a taxi, hire car or rented car has to be used, the amount claimed must be supported by a receipt of payment for the service, or the claim may be disallowed.
- (b) When, subject to prior approval, an officer uses a private conveyance, the equivalent cost of rail fares (including sleepers) or fares by the recognised mode of public transport to the location/s shall be allowed.
- (c) Where air travel is considered appropriate, prior approval must be obtained.
- (d) When an officer, subject to prior approval, uses a private conveyance for official Authority business, the officer shall be reimbursed the transport allowance rate as advised from time to time.
- (2) An officer will not be entitled to payment of fares for travel between his/her usual permanent place of work (i.e. headquarters) and his/her usual permanent place of residence. Provided that an officer required to attend temporarily at another location which involves extra fares shall be paid such fares (public transport) in excess of those usually incurred between home and headquarters. Alternatively, when public transport presents difficulties, an officer may, subject to prior approval, use a private conveyance and be reimbursed at the specified journey rate, as advised from time to time, less the amount of normal fares.
- (3) Part B, Travelling, Field and Lodging Allowances, of Clause 6, Allowances, deals with conveyance of an officer on periodic return to his/her headquarters.
- (4) Part B of this clause deals with conveyance of an Officer and his/her dependants upon transfer.

B. Officers and Their Dependants Together With the Removal of Furniture

- (1)
- (i) Subject to the provisions of paragraphs (ii) and (iii) of this sub-clause, this clause shall apply to all transfers except:
- (a) transfers made at the request of an officer within two years of his/her taking up duty at his/her previous headquarters.

- (b) transfers to a new headquarters within 34 km of an officer's previous headquarters; and
 - (c) transfers by reason of official misconduct.
- (ii) Where special circumstances exist and the Authority so approves this clause shall apply to a transfer coming within the meaning of sub-paragraphs (a) or (b) above.
 - (iii) The provisions of sub-clause (4) shall also apply to officers transferred under sub-paragraphs (a), (b) or (c) of paragraph (i) above.
- (2) When an officer is transferred by the Authority to a different headquarters which necessitates a change in place of residence involving removal of furniture and effects, the expense of packing, removing, unpacking and transit insurance thereon shall be paid by the Authority. Storage charges, for the period prescribed in sub-clause (3), will also be met.

Provided that:

Payment by the Authority for "all risk" insurance shall be made for the total cost involved, but shall not exceed the total cost which would be incurred by insuring the furniture and effects for an amount set at Item 16 of Table A, Rates - Allowances. Where the insured value exceeds that amount, the matter is to be referred to the Authority for consideration.

- (3)
- (i) Prior to incurring expense approval shall be obtained for the removal of furniture and effects and/or storage thereof up to a maximum of 8 weeks. Requests for approval are to be accompanied by:
 - (a) an inventory of the furniture and effects with the value and approximate volume thereof;
 - (b) quotations from carriers for the cost of removal; and
 - (c) if applicable, quotations for storage, limited to a maximum of 8 weeks from the date of transfer of the officer to his/her new headquarters. The Authority's prior approval shall be obtained for any extension of this period.

The quotations shall be obtained, where practicable, from at least two reputable carriers, and are to show the cost of removal from house to house, including packing and unpacking and the cost of "all risk" insurance.

The officer concerned must enter into a contract for the removal of the furniture and effects and the Authority will not be in any case be responsible for any loss or damage to the furniture or effects in the course of removal.
 - (ii) An officer who is transferred to or from a country office may be granted special leave as follows:
 - (a) up to two days for the purpose of preparation and supervision of packing of personal and household effects prior to removal or to arrange storage; and
 - (b) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
- (4) First class rail warrants and sleeping berths where applicable shall be granted to transferred officers and to their dependants. Other actual and necessary fares incurred with respect to the most economical mode of public transport during the journey shall also be allowed.

Provided that:

- (i) where an officer elects to use their private vehicle the officer shall be paid a car allowance at the official business rate prescribed from time to time;
 - (ii) any time occupied on the journey in working hours in excess of what would have been occupied had the journey been made by the quickest practicable public surface transport route shall be deducted from the Officer's recreation leave or be granted as leave without pay;
 - (iii) travelling allowances payable under Clause 6, Allowances, to officers shall be limited to those payable if the quickest practicable route referred to had been followed.
- (5) An officer, during the transit of his/her furniture and effects, whether accompanied by his/her family or not, shall be entitled to claim Travelling, Field and Lodging Allowances under the said Clause 6 for the time necessarily spent in travelling from his/her previous headquarters to his/her new headquarters.

Where it is necessary to lodge his/her family or dependant relatives between leaving the previous headquarters and arriving at the new headquarters, the officer shall be recouped, subject to production or receipts, three-quarters of the actual and reasonable additional expenses so incurred but not for a period exceeding one week.

When a receipt is submitted for joint accommodation costs for the officer and his/her family or dependant relatives, the family cost, for the purposes of this clause, shall be determined by deducting from the total of the accommodation account, plus an amount of \$7.00 per day (or amount as may be prescribed from time to time in Clause 6B 2(a) where reasonable actual expenses are being claimed), an amount representing the single tariff rate, for room only; then deducting the cost of meals for the officer concerned at the rate prescribed in Clause 6A, Meal Allowances. (Three-quarters of the amount so assessed is payable in terms of this clause.)

- (6)
- (i) Upon retirement at a place other than the place of the officer's original headquarters, an officer shall be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, together with the cost of insuring the same against damage in transit, provided:
 - (a) that the maximum amount of such reimbursement shall be limited to that payable had the officer moved to the place of their original headquarters on appointment to the Authority; and
 - (b) the officer's relocation is effected within the period of 12 months following their retirement.
 - (ii) Upon the death of an officer, the provisions referred to above shall apply to any claim made by the widow or widower within a period of 12 months of the transferred officer's death.
 - (iii) The Authority will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

9. Leave

This Clause applies to staff subject to the following clauses:

Clause 10 Additional Conditions for Motor Registry and Telephone Customer Centre Staff

Clause 11 Additional Conditions for DRIVES Help Desk Staff

A. Generally

- (1) Special Leave - Further to subclause C, Family and Community Service Leave, special leave may be granted by the Authority having regard to all the circumstances for which the leave is required, together with the length of service of the officer.
- (2) Examination Leave - Subject to prior approval, leave of absence with pay at ordinary rates may be granted for the time actually occupied in sitting for examinations approved by the Authority, up to a maximum of five days in any one calendar year, and for time necessarily spent in travelling to and from such examinations.
- (3) General Provisions -
 - (a) When an officer has been granted leave without pay covering a total period of absence from duty of not more than two weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
 - (b) Where an officer who is eligible for sick leave produces a satisfactory medical certificate to the effect that he/she has been incapacitated for any period whilst on recreation leave, or five consecutive working days or more whilst on extended leave, he/she may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
 - (c) For the purposes of this clause, periods of absence other than leave of absence approved by the Authority shall not be regarded as service.
 - (d) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

B. Compensatory Travel Leave/Payment

- (1) Officers are entitled to claim ordinary-time payment or, if it is convenient to the Authority, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances;
 - (i) where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (ii) where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions;
 - (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from officers' travelling time (except on a non-working day);
 - (b) periods of less than a quarter of an hour on any day shall be disregarded;
 - (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where officers have travelled overnight and accommodation has been provided for them;
 - (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the officer's request; or by ship on which meals and accommodation are provided.

- (2) Where officers qualify for compensatory leave or ordinary time payment they shall be entitled to have any necessary waiting time treated as travelling time subject to the following conditions:
- (i) where there is no overnight stay with accommodation at a centre away from home or headquarters, 1 hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty, and 1 hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre;
 - (ii) where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except;
 - (a) where duty is performed on the day of such departure, any necessary waiting time (less 1 hour) from completion of such duty until departure shall be counted; and
 - (b) where no duty is performed on that day of such departure, necessary waiting time (less 1 hour) after the officer's normal commencing time until such departure shall be counted.
 - (iii) Payment for travelling time and waiting time shall be at the officer's ordinary rate of pay on an hourly basis calculated as follows :

$$\text{Annual salary} \quad \times \quad \frac{7}{365.25} = 1 \text{ day at normal hours of work}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.
 - (iv) Officers who are in receipt of a salary in excess of the rate applicable to the maximum rate for Administrative Officer (Clerical) Class 1, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Administrative Officer (Clerical) Class 1, plus \$1.00 per annum, as adjusted from time to time.
 - (v) An officer who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
 - (vi) When an officer stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
 - (vii) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.
 - (viii) The decision as to whether an officer is to receive leave or payment for travel time is the prerogative of the functional manager.

C. Family and Community Service Leave

- (a) Staff may be granted Family and Community Service Leave (FACSL):

for reasons related to family responsibility;

for reasons related to performance of community service; or

in case of pressing necessity.

- (b) The maximum amount of FACSL that staff may be granted at ordinary rates is:
- two and a half days in the first 12 months of service; or
- five days in any period of two years after the first 12 months of service; or
- one day for each completed year of service, less the total amount of any FACSL or Short Leave already taken by the staff member,
- whichever is the greater.
- (c) Part-time staff are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- (d) Staff who have exhausted their entitlements to FACSL may be granted additional FACSL up to three days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in 9I(3). Additional FACSL will be granted on a discrete 'per occasion' basis.
- (e) Staff appointed to the RTA who have had immediate previous employment in the NSW Public Sector may transfer their FACSL from their previous employer.

D. Maternity Leave

(1) General

- (a) Maternity leave is available to all female staff (excluding casuals) to enable them to take care of their new born child and retain their position and return to work within a reasonable period of time after they have given birth.
- (b) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (c) A staff member who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify the RTA of the termination and the date on which it occurred.
- (d) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

(2) Paid Maternity Leave

Staff who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for

nine weeks, or

the period of maternity leave taken,

whichever is the lesser period.

(3) Unpaid Maternity Leave

- (a) Pregnant staff are entitled to maternity leave:

- (i) on a full-time basis for a period of not more than nine weeks prior to giving birth; and

- (ii) for a further period ending not more than 12 months after the date of giving birth.
- (b) Staff who have been granted maternity leave may, with the permission of the RTA, take leave after the date of birth:
 - (i) full-time for a period not exceeding 12 months; or
 - (ii) part-time for a period not exceeding two years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.

E. Adoption Leave

(1) General

- (a) Staff are entitled to adoption leave when they are to be the primary care giver of an adopted child.
- (b) Adoption leave commences on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be granted as either paid or unpaid.

(2) Paid Adoption Leave

Staff who have completed at least 40 weeks continuous service prior to the commencement of adoption are entitled to paid at their ordinary rate of pay for:

three weeks, or

the period of adoption leave taken,

whichever is the lesser period.

(3) Unpaid Adoption Leave

- (a) Staff are entitled to adoption leave for;
 - (i) a maximum period of 12 months where the child has not commenced school; or
 - (ii) a period as the RTA determines, up to a maximum of 12 months if the child has commenced school.
- (b) Staff who have been granted adoption leave may also, with the permission of the RTA, take leave:
 - (i) part-time for a period not exceeding two years; or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.

F. Parental Leave

(1) General

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to parental leave for a period of up to 12 months, to enable parents to share in the responsibility of caring for their young children.
- (b) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
- (c) Parental leave is granted without pay.

(2) Taking Of Parental Leave

Staff who have been granted parental leave may, with the permission of the RTA, also take leave:

- (i) part-time over a period not exceeding two years; or
- (ii) partly full-time and partly part-time over a proportionate period of up to two years.

G. Resumption of Duty After Maternity, Adoption Or Parental Leave

Staff who return to work immediately after the expiration of maternity, adoption or parental leave, are entitled to be placed in:

- (i) the position they held immediately prior to the taking of leave, if the position still exists; or
- (ii) another position for which they are qualified, subject to availability, if the position they held immediately prior to the taking of leave no longer exists.

H. Annual Recreation Leave of Absence

(1) Annual recreation leave shall accrue to an officer at the rate of one and two-thirds days per month, from date of appointment, provided that:

- (a) Recreation leave shall not accrue during any period that an officer is absent without pay if the period of absence exceeds 28 consecutive days. Deductions under this paragraph shall be made in the ratio the number of days absent bears to 261 days. For the purpose of calculation, a fraction of less than one half day shall not count.

(b)

- (i) Where officers whose services have been satisfactory, resign, retire or have their services otherwise terminated (except by death), the monetary value of recreation leave due as at the last day of duty will be paid as a gratuity on ceasing duty.

The last day of duty will be the last day of service where recreation leave is paid as a gratuity and further recreation leave will not accrue from that date.

The money value of the leave is calculated for the period over which the leave would run had it been granted as recreation leave commencing from the first working day after cessation of employment, and includes any public holiday occurring in that period.

(The procedure under (i) will not apply to any officer, whether a resignation has been tendered or not, whose services have been under adverse notice for any reason or who is under bond. Such cases will be viewed separately).

- (ii) As an alternative, officers may elect to take either the whole or part of recreation leave due at the last day of duty as leave, instead of as a lump sum payment in lieu of leave (i.e. it shall be regarded as service for the accrual of recreation leave) and the last day of service will be the date upon which recreation leave, taken as leave in lieu of a lump sum payment, would have expired. Payment of the monetary value of such leave will be made

at the last day of duty and will be taxed as normal salary. In addition, increments which fall due in the period covered by the extension of recreation leave after the last day will be paid to officers subject to the officer's services being satisfactory prior to resignation. This procedure will not apply where recreation leave is paid as a gratuity.

- (2) An officer shall be entitled to be paid in advance for salary payable to them in respect of the period for which recreation leave has been approved.
- (3) Limits on accumulation and direction to take leave:
 - (a) Staff must take at least two consecutive weeks of recreation leave every 12 months, unless otherwise approved in special circumstances.
 - (b) Where operational requirements permit, the wishes of staff will be taken into account on the time such leave is taken.
 - (c) The RTA will notify staff in writing when accrued recreation leave reaches six weeks. Staff may be directed to take at least two weeks recreation leave within three months of the notification at a time convenient to the RTA.
 - (d) The RTA will notify staff when accrued recreation leave reaches eight weeks. Staff will be directed to take at least two weeks recreation leave within six weeks of the notification at a time convenient to the RTA.
- (4) Any officer who is in receipt of the climatic allowance prescribed in clause 6, Allowances, or is stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley or Deniliquin shall receive additional recreation leave at the rate of five days per annum accruing monthly.
- (5)
 - (i) An officer shall be granted an annual leave loading equivalent to 17½ per cent of four weeks salary on a maximum salary of A & C Grade 12.
 - (ii) The annual leave loading shall be granted to officers subject to the following conditions:
 - (a) The full entitlement to the loading on annual leave that an officer has accrued over the previous leave year will be paid on the first occasion after December 1 in any year an officer takes sufficient recreation leave to permit them to be absent from duty for at least two consecutive weeks. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (b) In the event of no such absence occurring by 30 November of the following year, an officer (provided they are still employed) will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous leave year.
 - (c) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17 1/2 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17 1/2 per cent annual leave loading is to be calculated on the basis of 17 1/2 per cent of five weeks ordinary salary.
 - (d) If an officer is eligible to receive more favourable conditions than those set out herein, such conditions shall apply.

- (e) Upon voluntary separation (i.e. retirement) or termination of services by the Authority for any reason other than misconduct, an officer who has not taken recreation leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.
 - (f) The annual leave loading is not payable when an officer is granted recreation leave to his credit, or the monetary value thereof, on resignation or dismissal for misconduct.
 - (g) Broken service during a year does not attract the annual leave loading, e.g., if an officer resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- (iii) The rate of payment of the annual leave loading will be based on leave accrued to 30 November of the previous leave year (to maximum of four weeks) and will be calculated on the salary rate paid for the leave when taken, i.e., new rates granted by award, National State Wage Case decision, unless otherwise prescribed and, if necessary, retrospective adjustment of the loading will be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment will be calculated at the rate applicable as at that date.
 - (iv) Provided adequate notice is given the annual leave loading will be paid prior to entry on leave and normally at the same time as the advance of salary.

I. Carer's Leave

(1) General

- (a) Staff will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a family member is ill.
- (b) Staff will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are the primary care-giver of a category of person set in (3) below.
- (c) Carer's leave is only available for staff to care for people mentioned in (3) where the illness is sudden or short term.

(2) Taking Of Carer's Leave

- (a) Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three years.
- (b) In special circumstances, the RTA may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (c) If required by the RTA, staff must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(3) Categories of People for Which Carer's Leave can be Obtained

Staff will be entitled to Carer's Leave for the care and support of their ill:

- (a) spouse;

- (b) defacto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto spouse);
- (g) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

J. Extended Leave

Extended leave for officers is provided for by Schedule 5 of the *Transport Administration Act 1988*.

K. Sick Leave

- (1) Where it is established that leave is necessary on account of ill health, an officer may be granted leave of absence with pay at ordinary rates as follows:
 - (a) Ordinary Sick Leave - In each sick leave year, and subject to compliance with instructions regarding notifications, completion of applications and submission of medical certificates: 15 full days with full pay.
 - (b) Additional Special Sick Leave - An additional period of sick leave may be granted in the following circumstances:
 - the person has 10 or more years of service;
 - the person has been or will be absent for more than three months; and
 - the person has exhausted or will exhaust available paid sick leave.
 The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.
- (2)
 - (a) Any officer absent on account of sickness for any period of three days or less, shall, if called upon by the Authority to do so, submit a medical certificate showing the nature of his/her illness.
 - (b) Any officer absent on account of sickness for more than three days shall, as soon as practicable after the expiry of such three days, submit a medical certificate showing the nature of the illness and the probable duration thereof, unless exempted from so doing.

- (c) In the case of extended absence, an officer may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Authority.
- (3) Additional grants will be made to ex-servicemen with war-caused disabilities accepted by the Department of Veterans' Affairs as follows:

Officers who are ex-services personnel and who have an accepted war caused disability are entitled to an additional annual entitlement of 15 days per calendar year non-cumulative. This additional grant of leave is separate from the normal annual entitlement.

NB. A war caused disability is an injury or illness resulting from armed service in a Recognised War Zone (All World War II service is recognised).

Injuries or illnesses resulting directly or indirectly from service in the armed forces but not in a war zone are not regarded as war caused disabilities and as such this additional sick leave should not be granted.

The Department of Veterans Affairs should be contacted to determine whether the injury or illness was as a result of service in a war zone.

10. Additional Conditions for Motor Registry and Telephone Customer Service Centre Staff

A Hours of Duty

- (1) Spread of Hours

The ordinary hours of duty shall be within the spread of hours as follows:

Monday to Friday	7.50 am to 5.20 pm
Saturday	8.20 am to 4.20 pm

No staff shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

- (2) Change of Hours within the Spread of Hours

Any change to the trading hours of a Motor Registry or Telephone Customer Service Centre within the spread of hours as set out in paragraph (1) of this Part shall be subject to the following Consultative Process:

- (a) The Authority shall notify the Association in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The Association shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Authority shall notify the Association in writing of the full details of its decision including the reasons for making such decision.

- (3) Standard Hours of Work

Full time staff

The ordinary hours of duty for full-time staff shall be worked over a two week roster cycle of 70 hours within the spread of hours in paragraph (1) of this Part.

Full-time staff, in a motor registry or Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle.

Provided that full time staff will, with the agreement of the Authority, be able to work ten days including Saturdays during the roster cycle.

Full-time staff shall not be required to work more than five consecutive days during the roster cycle.

Subject to Part C of this clause, any other change to the days worked or the span of hours will be by agreement between the Authority and the officer.

The minimum hours to be worked by full-time staff on a Saturday shall be four.

Part time staff

The minimum ordinary hours of duty to be worked by part-time staff shall be fifteen hours per week. Part-time staff can agree to work additional ordinary hours of duty. The maximum ordinary hours that may be worked by part-time staff shall be 35 hours per week. The hours of duty shall be worked within the spread of hours, as set out in paragraph (1) of this Part. The hours of work shall be recorded in writing between staff and the Authority and advised to staff in advance in accordance with paragraph (i) of Part C - Rosters of this clause.

The minimum hours to be worked by part-time staff per engagement, including Saturdays shall be three.

Part-time staff shall not be required to work more than five consecutive days in any fortnight roster cycle. Part-time staff shall not be required to work more than one Saturday in two except by mutual agreement.

Part-time staff are engaged for specified days, and specified minimum hours per week within specified spans of hours. The Authority can change the hours worked within the specified span by giving one months notice. For the purposes of this paragraph specified span of hours shall mean the band of ordinary hours of duty that the part-time staff member has agreed to work.

Notwithstanding the days specified part time staff may be required to work on Saturdays. In the event that a part-time officer is so required the specified days and/or the hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.

Subject to Part C of this clause, any other change to the days worked or the span of hours will be by agreement between the Authority and the officer. The officer can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

Casual employees

Casual employees shall work on an hourly basis for a minimum of three hours per engagement within the spread of hours, as set out in paragraph (1) of this Part.

Casual employees shall not be required to work more than five consecutive days under any contract of employment

B Part-Time and Casual Rates

- (i) Part-time staff shall be paid an hourly rate equal to the appropriate weekly rate divided by 35.
- (ii) Casual employees shall be paid an hourly rate equal to 1.17 x the Monday to Friday ordinary hourly rate of pay for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.

C Rosters

- (i) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to staff.

- (ii) In the event of an emergency the hours of work and/or the rostered starting and finishing times on any one day may be changed.
- (iii) Where less than seven days notice is given by the Authority of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (iv) Mutual exchanges of rostered days between staff shall be subject to the Authority's prior agreement.
- (v) Where staff are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an officer rostered off work on a public holiday being a day on which the officer usually works shall be paid by mutual agreement between the Authority and the officer in one of the following methods:
 - (a) payment of an additional day's salary;
 - (b) addition of one day to the officer's annual holidays;
 - (c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this sub-clause "day" is the number of hours the officer would have worked were the officer rostered on that day.

- (vi) The Authority can, on up to three Saturdays each calendar year, require staff to attend a training session after trading hours and within the spread of hours as set out in paragraph (1) of Part A - Hours of Duty of this clause. The time spent on training will be adjusted as part of the staff member's ordinary hours. The staff member will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

D Loadings for Certain Ordinary Hours

- (i) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (ii) For full-time and part-time staff payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual staff the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (iii) Where part-time staff work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in paragraph 1 of Part A - Hours of Duty of this clause, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (iv) Where part-time staff are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in paragraph 1 of Part A - Hours of Duty of this clause, a loading of 50% as prescribed in (ii) above shall apply.

E Overtime

- (i) Full-time staff shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in paragraph 1 of Part A - Hours of Duty of this clause.
 - (b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in paragraph (1) of Part A - Hours of Duty of this clause.

- (ii) Part-time staff and casual employees shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in paragraph (1) of Part A - Hours of Duty of this clause
 - (b) in excess of 35 hours per week.
- (iii) Where staff are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with Part D of this clause.

F Leave

All leave taken by staff shall be debited on the basis of the number of hours usually rostered for the day on which the leave is taken.

11. Additional Conditions for Drives Help Desk Staff

A Hours of Duty

- (1) Spread of Hours:

The ordinary hours of duty shall be within the spread of hours as follows:

Monday to Friday	7.50 am to 5.20 pm
Saturday	8.20 am to 4.20 pm

No staff shall be required to work more than five consecutive hours without a meal break.

A meal break shall be for a minimum of 30 minutes duration.

- (2) Change of Hours within the Spread of Hours:

Any change to the trading hours of the DRIVES Help Desk within the spread of hours as set out in paragraph (1) of this Part shall be subject to the following consultative process:

- (a) The Authority shall notify the Association in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The Association shall be given two weeks in which to provide any written comments on the proposed change.
- (c) following consideration of any comments received, the Authority shall notify the Association in writing of the full details of its decision including the reasons for making such decision.

- (3) Standard Hours of Work:

Full time staff

The ordinary hours of duty for full-time staff shall be worked over a two week roster cycle of 70 hours within the spread of hours in paragraph (1) of this Part.

Full-time staff that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that full time staff will, with the agreement of the Authority, be able to work ten days including Saturdays during the roster cycle.

Full-time staff shall not be required to work more than five consecutive days during the roster cycle.

Subject to Part C of this clause, any other change to the days worked or the span of hours will be by agreement between the Authority and the officer.

The minimum hours to be worked by full-time staff on a Saturday shall be four.

Part time staff

The maximum ordinary hours that may be worked by part-time staff shall be 35 hours per week. The hours of duty shall be worked within the spread of hours, as set out in paragraph (1) of this Part. The hours of work shall be recorded in writing between staff and the Authority and advised to staff in advance in accordance with paragraph (i) of Part C - Rosters of this clause. Part-time staff may be required to work additional ordinary hours of duty.

The minimum hours to be worked by part-time staff per engagement, including Saturdays shall be three.

Part-time staff shall not be required to work more than five consecutive days in any fortnight roster cycle and shall not be required to work more than one Saturday in two except by mutual agreement.

Part-time staff are engaged for specified days, and specified minimum hours per week within specified spans of hours. The Authority can change the hours worked within the specified span by giving one months notice. For the purposes of this paragraph specified span of hours shall mean the band of ordinary hours of duty that the part-time staff member has agreed to work.

Subject to Part C of this clause, any other change to the days worked or the span of hours will be by agreement between the Authority and the officer. The officer can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

B Part-Time Rates

Part-time staff shall be paid an hourly rate equal to the appropriate weekly rate divided by 35.

C Rosters

- (i) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to staff.
- (ii) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (iii) Where less than seven days notice is given by the Authority of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (iv) Mutual exchanges of rostered days between staff shall be subject to the Authority's prior agreement.
- (v) Where staff are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an officer rostered off work on a public holiday being a day on which the officer usually works shall be paid by mutual agreement between the Authority and the officer in one of the following methods:
 - (a) payment of an additional day's salary;
 - (b) addition of one day to the officer's annual holidays;
 - (c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this sub-clause "day" is the number of hours the officer would have worked were the officer rostered on that day.

D Loadings for Certain Ordinary Hours

- (i) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (ii) Payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50%.
- (iii) Where part-time staff work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in paragraph 1 of Part A - Hours of Duty of this clause. Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (iv) Where part-time staff are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in paragraph 1 of Part A - Hours of Duty of this clause, a loading of 50% as prescribed in (ii) above shall apply.

E Overtime

- (i) Full-time staff shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in paragraph 1 of Part A - Hours of Duty of this clause.
 - (b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in paragraph (1) of Part A - Hours of Duty of this clause.
- (ii) Part-time staff shall be paid overtime for all time worked:
 - (a) outside the spread of ordinary hours of duty as set out in paragraph (1) of Part A - Hours of Duty of this clause
 - (b) in excess of 35 hours per week.
- (iii) Where staff are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with Part D of this clause.

12. Additional Conditions for Traffic Operations Control Staff

A. Definitions

For the purpose of this Clause:

‘TMC’ shall mean the Transport Management Centre.

‘TOCS’ shall mean officers employed by the Authority as Traffic Operations

Control Staff in the Traffic Operations Unit of the Transport Management Centre.

‘Continuous Work’ means work carried on with consecutive shifts of TOCS throughout the 24 hours of each of 7 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Authority.

B. Hours of Work

(i) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(ii) Full-Time Staff

TOCS shall be continuous shift workers. The ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. TOCS shall work on either a 7 hours 44 minutes or 11 hours 40 minutes shift basis which shall be worked in accordance with shifts as rostered.

When rostered for 7 hours 44 minutes shifts during a roster cycle full time TOCS shall not be required to work more than five consecutive days in any seven day period.

When rostered for 11 hours and 40 minutes shifts during a roster cycle full time TOCS shall not be required to work more than three days in any seven day period.

(iii) Where TOCS are rostered to work 11 hours 40 minutes shifts:

(a) they shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next ordinary rostered shift. Where TOCS have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time calculated at the ordinary salary rate until such time as TOCS are released from duty.

(b) they shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours TOCS shall take a rest break of at least 4 consecutive hours and where TOCS are directed to resume work without having a rest break of 10 consecutive hours, payment shall be at the rate of double time until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid for at the ordinary rate of pay.

(iv) Part-Time Staff

(a) The minimum number of hours to be worked by part-time TOCS shall be 25 hours per week. The hours of work shall be rostered on a 5 hour shift basis, morning and/or afternoon, over a 5 day working week, Monday to Friday and shall be worked in accordance with shifts as rostered.

(b) The maximum number of ordinary hours that may be worked shall be 7 hours per shift or 35 hours per week.

(c) Where additional hours are worked in excess of the minimum hours as set out in (a) of this subclause part-time staff shall be paid a loading of 4/48ths in lieu of recreation leave for all additional ordinary hours worked.

(v) Meal Break

(a) 7 Hours 44 minutes Shift

TOCS rostered on a 7 hours 44 minutes shift shall not work more than 5 hours from the commencement of a shift without a minimum 30 minutes meal break.

(b) 11 Hours 40 Minutes Shift

TOCS rostered on an 11 hours 40 minutes shift shall not work more than 5 hours from the commencement of a shift without a minimum 30 minutes meal break.

After a further 5 hours of work TOCS shall be entitled to a paid crib break of 20 minutes.

(vi) **Accrued Shift Off**

Where TOCS are rostered on a 7 hours 44 minutes shift pattern during a shift cycle they may observe 'Banktime' working hours (ie a bank up of hours) under the following provisions:

- (a) The additional 44 minutes per shift shall be worked on 9 days each 2 week work cycle to allow for the accumulated time off during the 2 week cycle.
- (b) Subject to provision (d) of this sub-clause, one accrued day off may be taken in each 2 week work cycle.
- (c) The accrued day off will be observed between Monday to Friday (inclusive), as provided for by the roster.
- (d) Where TOCS work on the accrued day off, TOCS may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding 2 week work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (e) TOCS absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 44 minutes in respect of each day absent from duty. TOCS absent from duty on approved leave (sick, recreation leave etc) will have 7 hours and 44 minutes debited against their leave accrual for each day absent from duty.

C. Shift Work

(i) For the purposes of this sub-clause:

'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.

'Day Shifts' shall mean those shifts commencing at or after 6.00 am.

'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.

'Night Shifts' shall mean those shifts commencing at or after 4.00 pm.

(ii) **Payment for Shift Work**

- (a) Payment for day shift shall be at ordinary rate of pay.
- (b) Payment for early morning shift shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift shall be at ordinary rate of pay plus 12½ per cent.
- (d) Payment for night shift shall be at ordinary rate of pay plus 15 per cent.
- (e) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one-half of the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (g) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- (h) TOCS rostered off on a public holiday shall be credited with a day in lieu for each such day.

- (i) Full-time TOCS employed under this sub-clause on continuous shift work shall be credited with an additional 5 days recreation leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an officer so works.
- (iii) Shift Rosters
 - (a) TOCS shall be rostered to work shifts as required by the Authority.
 - (b) Notice shall be given of shifts to be worked at least 7 days in advance.
 - (c) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

13. Additional Conditions for Work Support Officers.

A. Definitions

For the purpose of this Clause:

‘WSO’ shall mean officers employed by the Authority as Work Support Officers.

‘Competency’ shall mean the combination of knowledge, skills and attributes that are needed for specific job relation tasks.

B. Hours of Duty

- (i) The ordinary hours of duty of WSO's shall be 35 hours per week and by agreement with the PSA shall be between 7.00 am to 5.30pm on 5 days per week, Monday to Friday, inclusive.
- (ii) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (iii) WSO's may observe ‘Banktime’ working hours (ie. a bank up of hours) under the following provisions:
 - (a) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (b) Subject to provision (d) of this sub-clause, one accrued day off may be taken in each four week work cycle.
 - (c) The accrued day off will be observed between Monday to Friday (inclusive).
 - (d) Where a WSO works on the accrued day off, the WSO may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (iv) WSO's absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSO's absent from duty on approved leave (sick, recreation leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

C. Progression from Grade to Grade

WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.

Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSO's already at a particular grade. Progression to another grade is totally

dependent upon the meeting of the progression criteria detailed in the "Work Support Officer Management Guidelines".

Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.

Persons appointed as a WSO in Training will remain at that level until they are eligible to progress to Grade 1.

D. Maintenance of Grade

Maintenance of grade and salary shall be dependent upon WSO's maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined.

To ensure the level and the currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

14. Grievance Resolution and Dispute Settlement

A. Grievance Resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) The RTA has a grievance resolution policy and grievance resolution guidelines and procedures which should be observed when grievances arise.
- (c) The RTA's policy, guidelines and procedures are detailed in Appendix B.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

B. Dispute Settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- (b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Employee Relations Section or another nominated officer who will then arrange for the issue to be discussed with the Association.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW.

4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
5. The union/s reserve the right to vary this procedure where a safety factor is involved.

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

NOTES

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

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

16. Public Holidays and Bank Holiday

- (a) Public Holidays - The following shall be holidays for the purpose of this award: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any day proclaimed in the New South Wales Government Gazette as a public holiday for the State.
- (b) Bank Holiday - The day traditionally observed as a holiday on the August Bank Holiday will now be worked as an ordinary working day. The day will be observed on an ordinary working day which falls between Christmas Day and New Year's Day each year.

17. Appeals in Respect of Salary Grade Or Classification

- (a) An officer shall have the right to apply to the Authority through the head of his/her branch or section for an increase in excess of the rate of salary provided, or for an alteration in the grade or classification to which he/she may be appointed.
- (b) Any officer dissatisfied with a decision or determination of the Authority;
- (i) in respect to the salary, grade or classification affecting such officer; or
- (ii) in respect to any other matter of the nature referred to in sections 20 and 23 of the *Government and Related Employees Appeal Tribunal Act 1980*, may, if he/she does not exercise his/her rights before the Government and Related Employees Tribunal, forward to the Authority within 30 days after he/she has been advised of such decision or determination, a notice of appeal setting forth the grounds of such appeal. The Authority shall hear and determine such appeal and shall allow the officer, if he/she so desires, to attend and to present his/her case personally or by his/her representative.

19. Area, Incidence and Duration

This Award applies to employees of the Roads and Traffic Authority of New South Wales as defined in Clause 1, Definitions.

- (i) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff Conditions of Employment) Award published on 8 March 2002 (331 I.G. 1202) and all variations thereof.
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 18 August 2004.
- (iii) The award remains in force until varied or rescinded, the period for which it was made having already expired.

TABLE A

RATES - ALLOWANCES

Item No.	Clause No.	Description	Amount (\$)
1.	6A(1)(b)	Meal Allowance while Travelling	
		Capital Cities & High Cost Country Centres (refer to (5) below)	
		Breakfast	18.40
		Lunch	20.55
		Evening Meal	35.40
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)	
2.	6A(2)(b)	Meal Allowance on Overtime	
		Breakfast	20.55
		Lunch	20.55
3.	6B(1)	Evening Meal	32.40
		Lodgings	
		Location	
		Capital Cities	
		Per Day (\$)	Per Hour (\$)

		Sydney	245.55	10.2313
		Adelaide	219.55	9.1478
		Brisbane	214.55	8.9396
		Canberra	191.55	7.9813
		Darwin	210.55	8.7729
		Hobart	192.55	8.0229
		Melbourne	238.55	9.9396
		Perth	205.55	8.5645

		High Cost Country Centres (NSW)		
		Newcastle	196.55	8.1896
		Wollongong	188.55	7.8563
		'Tier 2' Country Centres (NSW)		
		Bathurst	166.75	6.9479
		Maitland	166.75	6.9479
		Wagga Wagga	166.75	6.9479
		All other Country Centres (NSW)		
		'Elsewhere'	151.75	6.3229
4.	6B(1), (2)	Incidentals allowance (all locations)		14.20/day
5.	6C(2)(c)	Amount deducted from actual/reasonable expenses		12.50/week
6.	6C(2)(g)	Maximum allowance for staff separated from dependants		226/week
7.(a)	6C(2)(h)	Allowance for removal of furniture - value of furniture:		6252.00
7.(b)		If value above amount in 7(a), staff receive -		1000.00
7.(c)		If value below amount in 7(a), staff receive -		500.00
7.(d)		If not eligible, staff shall receive -		250.00
8.	6C(3)	Max purchase price of home on which reimbursement of expenses is based		220 000.00
9.	6C(6)	Max amount of allowance with increased accom. costs		30.00
10.(a)	6C(7)	Parents to pay first		24/week
10.(b)		RTA pays up to a maximum of		50/week
11.	6D	Remote areas allowance (with dependants) - A		1489.00
		- B		1975.00
		- C		2637.00
		Remote areas allowance (with dependants) - A		1038.00
		- B		1385.00
		- C		1847.00
12.(a)	6E	Fares subsidy for climatic area - actual cost less		36.70
		Or		
12.(b)		Maximum amount for officer with spouse/dependants		245.00
		Or		
12.(c)		Maximum amount for officer without spouse/dependants		121.40
13.	6F	Disability allowance for Supervisors - toll collection at SHB		0.2375/hr
14.	6J	Examination allowances		
(a)		Stage I		160.00
(b)		Stage II		210.00
(c)		Stage III		250.00
(d)		Stage IV		300.00
15.	6K	Sydney Harbour Bridge Allowance for Works Supervisors		107.44/week
16.	8B	Maximum value of furniture and effects on which risk insurance is paid		33 000.00

APPENDIX A

ROADS AND TRAFFIC AUTHORITY
260 Elizabeth Street
SURRY HILLS NSW 2010

H O File No. IE 91/2347;2
Richard Horsburgh (02) 9218 6851
Date: 29 November 2000

Personnel Circular No. 2000/13

Meal, Travelling And Lodging Allowances For Salaried Staff Overtime Meal Money For Salaried Staff

The Public Sector Management Office of the Premier's Department and the Public Service Association has reached agreement on increases to meal, travelling and related expenses. These increases have been approved for implementation in the RTA and will operate from the pay period commencing on 15 September 2000.

The purpose of this Circular is to advise you of three significant changes in the way the above allowances are structured:

Firstly, a major restructure of the way overnight expenses and meal allowances operate. This has occurred primarily in response to Rulings of the Australian Taxation Office (ATO) about the taxation of allowances. In summary, the New South Wales public sector is adopting the system of allowances used in the Commonwealth public sector. The ATO recognises the Commonwealth rates as the "reasonable limit" for which no tax is payable. Previously, some New South Wales public sector rates were higher than the ATO's "reasonable limit" and were subject to Pay As You Go (PAYG) taxation.

Secondly, a variation to the Crown Employees (RTA Officers' Salaries and Conditions) Award affecting conditions under which staff are entitled to claim a lunch money on a day trip.

Finally, significant increases in the monetary rates of reimbursement for these allowances. The increases reflect the movement in the consumer price index since 1 September 1997 (which was the date of the last movement in allowance rates) and compensation for increased meal and accommodation costs following the introduction of the goods and services tax.

The new rates are set out at Appendix 1.

Overnight Expense Allowances

Rather than the application of a flat rate allowance for either a country or city location throughout Australia, overnight expenses are now location based as follows:

a separate expense rate applies to each State capital city and Canberra

separate rates apply to selected of "high cost" regional centres across Australia. Only the NSW centres are detailed in Table 1 of Appendix 1.

a flat rate applies to a selected number of "tier 2" regional centres. Only the NSW centres are detailed in Table 1 of Appendix 1.

a single flat rate applies to all other country centres in NSW and other States

Staff intending to stay overnight at country centres in other States should contact Payroll Services about the appropriate rate for those locations.

The new provisions will have an impact on the way staff claim expenses if accommodation is taken at a number of locations within a single itinerary. A different rate of expenses may have to be claimed for each location. Examples of how expenses are to be calculated are at Appendix 2.

The Officer's Expenses Claim Form has been amended to accommodate the new provisions. When completing page 1 of the form, the location where overnight accommodation was taken must be shown. When completing page 2 of the form, the diary must be filled in accurately including the location where an overnight stay is taken and the time of departure from a place where an overnight stay is taken.

As overnight expense rates are now within the "reasonable limits" set by the ATO these expenses will not be taxed and will not be shown on group certificates.

One Day Journey Meal Payments ("Day Trip")

Increases have been made to the rates of meal monies payable on one day journeys where overnight accommodation is not required effective from 15 September 2000. One set of rates will apply to capital cities and high cost country centres and a lesser set of rates will apply to tier 2 and other country centres. The new rates are set out in Table 2 of Appendix 1.

Staff and approving officers should note a significant change to the Crown Employees (RTA Officers' Salaries and Conditions) Award affecting the conditions under which a lunch money can be claimed. To be entitled to the payment of a lunch money, staff must have travelled at least 100 kms on the day and have taken lunch at least 50 kms from their headquarters. If eligible for a lunch money, staff can claim the full amount of the allowances. It is no longer necessary to deduct the normal cost of lunch. All other existing conditions regarding the entitlement to a lunch money continue to apply, i.e. staff must incur expenditure in obtaining the meal and must take a break of at least 30 minutes to take the meal.

Staff whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters are not entitled to a lunch allowance. The classification of staff to whom this would apply may include, but is not limited to, Work Supervisors, Inspectors Vehicle Regulation, survey staff, laboratory testing staff.

The new provisions concerning the entitlement to a lunch money will apply to all salaried staff from the date of this Circular and is not retrospective to 15 September 2000.

The Meal Allowance Claim Form has been amended to show whether a meal claim refers to a capital city and high cost country centre or a tier 2 and other country centre.

Day trip meal monies continue to be regarded by the ATO as assessable income. They are subject to Pay As You Go (PAYG) tax and are included on group certificates as part of gross income.

Overtime Meal Payments

From 15 September 2000 a single overtime meal rate of \$17.90 applies to breakfast, lunch or dinner claims. While this represents a significant increase in the rate paid for breakfast and lunch, staff should note that there is a reduction of 50 cents in the rate for an evening meal on overtime. The reduction brings this allowance within the ATO's reasonable limit for overtime meal payments and avoids this allowance being taxed. The new rates are set out in Table 3 of Appendix 1.

As overtime meal allowances are now within the "reasonable limits" set by the ATO they will not be taxed and will not be shown on group certificates.

No amendment to the Overtime and Meal Allowance Claim Form has been necessary. However, staff must continue to indicate whether a breakfast, lunch or dinner is being claimed.

Back Payments

Overnight expense allowances

Payroll Services will make back adjustments on overnight expenses based on existing claim forms. Where the documentation is not clear as to the location where staff have stayed overnight, staff may be contacted to clarify their claim.

Day trip meal allowances

Staff must submit a claim for an adjustment to their one day journey meal claims to Payroll Services. Payroll Services is not able to make an automatic retrospective adjustment as the current claim form does not specify the location where meals have been taken. The claim for back payment should clearly identify the staff member's headquarters and the location where each meal was taken.

Overtime meal allowances

Overtime meal claims for breakfast and lunch will be adjusted by Payroll Services based on existing claim forms. While there has been a reduction in the rate paid for a dinner overtime meal, the difference will not be recovered.

Managers and Supervisors are requested to bring this Circular to the attention of all salaried staff under their control.

Mary Grace
Acting General Manager
Human Resources

Distribution:

Directors	All Other Field Offices
Regional Offices	HO Sections
District Offices	Document Management Services
Administration Centres	Motor Registries

APPENDIX 1

TABLE 1 - OVERNIGHT EXPENSE ALLOWANCES

Capital cities

LOCATION	PER DAY \$	PER HOUR \$
Sydney	218.00	9.0833
Adelaide	183.00	7.6250
Brisbane	191.00	7.9583
Canberra	164.00	6.8333
Darwin	183.00	7.6250
Hobart	159.00	6.6250
Melbourne	235.00	9.7917
Perth	196.00	8.1667

High cost country centres in NSW

LOCATION	PER DAY \$	PER HOUR \$
Broken Hill	158.00	6.5833
Newcastle	158.00	6.5833
Wagga Wagga	153.00	6.3750
Wollongong	178.00	7.4167

Tier 2 country centres in NSW

LOCATION	PER DAY \$	PER HOUR \$
Bathurst	141.20	5.8833
Gosford	141.20	5.8833
Griffith	141.20	5.8833
Leeton	141.20	5.8833
Orange	141.20	5.8833

All other country centres in NSW

LOCATION	PER DAY \$	PER HOUR \$
Elsewhere	131.20	5.4667

Incidental expenses when in RTA provided accommodation or when claiming actual expenses

LOCATION	PER DAY \$
All locations	13.25

TABLE 2 - ONE DAY JOURNEY MEAL ALLOWANCES**Capital Cities And High Cost Country Centres**

ALLOWANCE	PER MEAL \$
Breakfast	16.05
Lunch	17.90
Dinner	30.80

Tier 2 Country Centres And Elsewhere

ALLOWANCE	PER MEAL \$
Breakfast	14.30
Lunch	16.40
Dinner	28.25

Table 3 - Overtime Meal Allowances

ALLOWANCE	PER MEAL \$
Breakfast	17.90
Lunch	17.90
Dinner	17.90

APPENDIX 2**CALCULATION OF OVERNIGHT EXPENSES****General**

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Where a staff member travels to a single destination and then returns directly home, the location of the overnight accommodation will dictate the expense rate for the entire journey.

Where a staff member stays overnight at more than one location during a single itinerary, the expense rate applicable for the first night's accommodation will apply from the time of departure from the staff member's headquarters or home. Similarly on the last day of the itinerary, the expense rate applicable for the last night's accommodation will apply until the staff member returns home.

Examples

1. Travel to a single destination

A staff member travels from their home at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The staff departs Grafton at 6.00am and arrives back at home at 6.00pm the following day.

Calculation of expenses

The staff member is entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

A staff member travels for work purposes from their headquarters in Sydney staying overnight at Bathurst, Parkes and Broken Hill before returning to Sydney. In this example the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Lithgow and Bathurst. Overnight Bathurst

Day 2 - depart Bathurst at 8.00am. Travel to Parkes for meetings at Parkes. Overnight Parkes.

Day 3 - depart Parkes at 7.00am. Travel to Broken Hill for meetings at Broken Hill. Overnight Broken Hill.

Day 4 - depart Broken Hill midday. Travel by air returning to Sydney arriving home at 6.00pm.

Calculation of expenses

1 day and 1 hour at the Bathurst expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Bathurst on day 2 (8.00am)

23 hours at the Parkes expenses rate, i.e. from time of departure at Bathurst on day 2 (8.00am) to the time of departure from Parkes on day 3 (7.00am)

1 day and 11 hours at the Broken Hill expenses rate, i.e. from the time of departure from Parkes on day 3 (7.00am) to the time of arrival home at Sydney on day 4 (6.00pm)

APPENDIX B

GRIEVANCE RESOLUTION

Policy:

The Authority's grievance resolution policy provides a system for handling internal grievances which:

recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;

encourages appropriate behaviour in the workplace; and

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers and supervisors have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first. Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Coverage: All staff.

Delegation: Supervisor.

Enquiries: Human Resources Managers

File number: CHN I&E 90/2235

Guidelines:

Definitions

Grievant

The staff member who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievants.

Respondent

The staff member who is alleged to have acted unfairly or in a discriminatory manner or is alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

Grievance Advisers

The role of a grievance adviser is to listen to a grievance, offer advice and clarify the facts of the matter in order to assist the grievant to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person but not as an advocate for the grievant. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with the appropriate supervisor or manager.

Staff members holding the following positions within the Authority have been nominated as grievance advisers to provide individuals with greater flexibility in seeking advice on any work-related problem:

Human Resources Managers

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact Persons

General Principles of Grievance Resolution

These grievance resolution guidelines are based on the following general principles:

staff involved in grievance resolution should have access to training;

whenever possible, the immediate supervisor or manager should be informed, in the first instance, of the grievance so that appropriate action can be taken;

staff members must have an appropriate degree of choice about whom to approach with a grievance and desirably, have a choice of actions;

grievances can be raised either orally or in writing;

grievances are to be resolved as promptly as practicable;

where a grievance necessarily requires time for investigation, an initial response advising of proposed action is to be made to the grievant within two days of the grievance being notified. The investigation is to be completed within a reasonable time-frame (usually no longer than four weeks);

all functional managers will handle grievances with understanding, care and consideration;

the rights of every person involved are protected;

the grievant has control of the resolution process, except in certain cases, such as, where the Authority may be liable or criminal charges may be laid;

other staff may become involved in grievance resolution as and when required or in order to provide specialised assistance or to meet the special needs of EEO target group members;

the confidentiality and the integrity of every person involved will be maintained;

victimisation of any person involved is totally unacceptable; and

wherever possible, resolution should be determined in a way that is satisfactory to those involved, and most importantly to the grievant.

Interpreters

Language and sign interpreters are available, and should be used where necessary, at any stage of the grievance process. Only professional interpreters should be used in order to minimise risks to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person, eg a friend or colleague, a minimum amount of information to identify that a complaint is being made should be heard. The non-professional interpreter may then only continue to play a part as a support person if requested to do so by the grievant.

External Referral Sources

Staff members have the right to choose whether to use the internal grievance mechanism or an external body. They may approach either or both at any time during the course of the grievance. Sources of external assistance are not necessarily limited to those listed below which are included as a guide only.

Associations/Unions

Anti-Discrimination Board of NSW

Government and Related Employees Appeal Tribunal (GREAT)
Industrial Commission

Ombudsman

Privacy Committee of NSW

If a staff member approaches an external body during the course of a grievance, the Authority should be advised.

Protection

A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with these established procedures and does not intentionally make a malicious or substantially frivolous complaint.

Any staff member who carries out grievance resolution in accordance with established procedures, or is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that they:

act in accordance with these established procedures;

are not actuated by malice; and

do not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

The grievant should not publish or make information concerning the grievance available to persons who have no legitimate interest in receiving it.

Documentation

Resolution of grievances should be handled as simply as possible. Informal notes should be brief, factual and avoid personal opinions. All parties involved should be given the opportunity to sight and endorse all material, which should be kept confidential and separate to personal files. Where the grievance is settled informally within the Authority, the documentation should be destroyed on settlement. If an external body is used for a formal settlement, the documentation should be kept for 5 years.

Notations are not to be made on personal files unless a disciplinary charge has been found proved, in which case the results of the charge should only be placed on the personal file of the person charged.

Training

Training courses specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in the resolution of grievances as possible.

Grievance Resolution

A grievance should only be regarded as satisfactorily resolved where the outcome is fair having regard to:

any damage and suffering sustained;

the prognosis for the future; and

improvement of the immediate circumstances which gave rise to the grievance.

The resolution to a grievance must be lawful.

In some cases a final determination may be reached which does not fully resolve the grievance, or there is no possible action which can be taken but the parties accept this.

A grievance is also considered concluded although not resolved when a grievant chooses to withdraw.

In terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, having regard to any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision. This appeal right does not in any way diminish a staff member's right to seek the assistance or representation of their trade union or association in the matter.

Procedures:

Any manager, supervisor or grievance adviser consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant;

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

clarify the facts of the grievance;

if acting as grievance adviser, offer counsel and advice and refer the grievant to an appropriate functional manager. Normally this would be the grievant's immediate supervisor or manager unless there is good reason for the referral to be made to a more senior manager. Examples of the latter might be where the immediate supervisor/manager is absent or is the respondent;

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

ensure the confidentiality and protection of all parties involved;

wherever possible, take account of the grievant's wishes for the process of resolution;

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

if resolution is not possible, conclude the grievance by advising the grievant of the reasons, the right of appeal and external options.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(901)

SERIAL C3522

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF CORRECTIVE SERVICES) CONSENT AWARD 2004 (INTERIM)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 460 and 2799 of 2004)

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

30 August 2004

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Conditions Fixed by other Instruments of Employment
4.	Qualifications
5.	Salaries
6.	Incremental Progression and Calculation of Service
7.	Working Hours
8.	Shift Work
9.	Recreation Leave
10.	Non Attendance Time
11.	Duties of Correctional Education Officers
12.	Duties of Teachers
13.	Leave Entitlements
14.	Part-Time Work
15.	Qualifications Upgrade
16.	Recruitment - Exceptional Circumstances
17.	Professional Development
18.	Education Quality
19.	Consultation
20.	Anti-Discrimination
21.	Harassment Free Workplace
22.	Deduction of Union Membership Fees

23. Dispute Resolution Procedures
24. Duties as Directed
25. No Further Claims
26. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the *Public Sector Employment and Management Act 2002*, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within the Department.
- 2.3 "Commissioner" means the Chief Executive Officer of the Department of Corrective Services as listed in Column 2 of Schedule 1 of the Act.
- 2.4 "Correctional Centre" means a centre administered by the Department to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 11. of this Award.
- 2.6 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.7 "Department" means the Department of Corrective Services, as specified in Schedule 1 of the Act.
- 2.8 "Employee" means an officer or temporary employee as defined under the Act.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "PEO" means the Public Employment Office constituted under Chapter 6 of the Act.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the PEO.
- 2.12 "Regulation" means the Public Sector Employment and Management (General) Regulation 1996 or any replacement regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Teacher" means an employee who is appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 12. of this Award. A permanent part-time teacher means a teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.15 "Through care" means the philosophy and practice of the Department by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply.
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Award 2002.
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The following Agreement made pursuant to section 131 of the Act, which details conditions of employment not fixed by this Award, shall continue to apply:
- 3.2.1 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.
- 3.3 The provisions of the Department's Flexible Working Hours Agreement shall apply except where modified by this Award.
- 3.4 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1, 3.2 and 3.3 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Commissioner and where detailed in clause 15. Qualifications Upgrade or clause 16. Recruitment - Exceptional Circumstances of this Award.
- 4.2 Teachers - shall hold a :
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.3 Correctional Education Officers - shall hold a :
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.4 Senior Correctional Education Officers - shall hold a :
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education;

together with experience in adult education, as approved by the Principal AEVTL.

5. Salaries

- 5.1 Salaries at Part B Monetary Rates Table 1 - Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers under this Award incorporate the following salary increases :
- 5.1.1 5.5% from the first pay period commencing on or after 1 January 2004,
- 5.1.2 3% from the first pay period commencing on or after 1 July 2004, and
- 5.1.3 3.5% from the first pay period commencing on or after 1 January 2005.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the provisions of Chapter 2, section 16.8 Commencing rates of pay of the Personnel Handbook.

6. Incremental Progression and Calculation of Service

- 6.1 Incremental progression and calculation of service shall be determined as per Chapter 5, Managing the Workplace, of the Personnel Handbook, except where varied by clause 15. Qualifications Upgrade and/or clause 16. Recruitment - Exceptional Circumstances of this Award.

7. Working Hours

- 7.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.
- 7.2 Senior Correctional Education Officers and Correctional Education Officers
- 7.2.1 The provisions of the Department's Flexible Working Hours Agreement dated 3 November 1998, or any Agreement replacing this Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per month and five days banked leave.
- 7.2.2 A Senior Correctional Education Officer or Correctional Education Officer shall not be directed to work longer than five continuous hours without a meal break.
- 7.2.3 The bandwidth shall be 7.30am - 9.00pm.
- 7.2.4 The core time shall be 10.00am - 3.00pm.
- 7.2.5 Flexible working hours including the taking of flex leave and banked leave shall remain at Departmental discretion, to be negotiated at the local level provided that the delivery of teaching programs are maintained.
- 7.3 Teachers
- 7.3.1 The standard attendance hours of full time Teachers shall be 35 hours per week.
- 7.3.2 The daily span of working hours in correctional centres for Teachers under this Award shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 7.3.3 Teachers who are directed to perform direct teaching activities between:

- (i) 5.30pm-9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
- (ii) 7.30am-9.00pm Saturday and who are required to teach two separate sessions during these hours;

shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.

7.3.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.

7.3.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of the Department are met at all times. This will facilitate flexible start and finish times for Teachers.

8. Shiftwork

8.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are not covered by Flexible Working Hours arrangements and are rostered on shifts outside the ordinary working hours of a Day Worker shall be paid a shift allowance of 15 per cent.

8.2 Senior Correctional Education Officers and Correctional Education Officers employed as shift workers, who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:

8.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

8.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.

8.2.3 When rostered off on a public holiday - an additional day's pay.

8.2.4 When rostered on a public holiday and work performed - additional payment at the rate of time and a half extra.

8.2.5 Annual leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.

8.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

Additional Leave

4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

9. Recreation Leave

9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers employed as day workers, Monday to Friday, shall be entitled to recreation leave as follows:

9.1.1 Recreation leave in accordance with the provisions of the Regulation, the Crown Employees (Public Service Conditions of Employment) Award 2002 and the Personnel Handbook.

9.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Crown Employees (Public Service Conditions of Employment) Award 2002.

10. Non Attendance Time

10.1 Correctional Education Officers

10.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 11.4, all Correctional Education Officers shall receive 10 working days non attendance time.

10.2 Teachers

10.2.1 In return for the hours as described in clause 12. of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.

10.2.2 Where a Teacher commences employment part way through a calendar year, the Teacher shall be entitled to the number of weeks of non attendance time remaining for the year.

10.2.3 Where a Teacher ceases employment part way through a calendar year, the Teacher shall not be entitled to non attendance time (or payment in lieu) for the remainder of that calendar year.

10.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.

10.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at the Department's convenience.

10.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

11. Duties of Correctional Education Officers

11.1 Subject to sub clause 11.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:

11.1.1 Direct teaching activities for up to 10 hours per week; and

11.1.2 Duties related to teaching and through care initiatives for a minimum of 25 hours per week up to 35 hours per week, as specified at sub clause 11.4, provided that the total ordinary hours of duty for the week shall not exceed 35 hours.

11.2 To accommodate the needs of a correctional centre, the direct teaching activities, if required, shall be 10 hours per week plus or minus 5 hours in any one week.

11.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by the Department) in order to meet the special requirements of the correctional centre. In these circumstances :

11.3.1 Duties related to teaching / through care initiatives as provided by sub clause 11.4 shall be substituted for direct teaching activities; and

11.3.2 Non attendance time as provided for in clause 10. of this Award, shall continue to apply as if direct teaching activities were being undertaken.

11.4 Direct teaching activities and duties related to teaching / through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/ Through care Initiatives
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> -classrooms -workshops -industry -in the field <p>Application of assessment and diagnostic instruments for inmates</p> <p>Vocational assessment and counselling</p> <p>Tutorial support for distance education enrolments and individual learners with difficulties</p> <p>Workplace training & assessment</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> -preparation -marking -support and advice to inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development activities -research -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents <p>Duties related to facilitation of Departmental through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services <ul style="list-style-type: none"> -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans

11.5 The specific range of duties as described in the table at sub clause 11.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

12. Duties of Teachers

- 12.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 12.2 of this Award.
- 12.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table :

Direct Teaching Activities Teacher	Duties Related to Teaching
Face-to-face teaching in any environment or setting, including but not limited to: -classrooms -workshops -industry -in the field Application of assessment and diagnostic instruments for inmates Vocational assessment and counselling Tutorial support for distance education enrolments and individual learners with difficulties Workplace training & assessment	Duties related to teaching, including but not limited to: -preparation -marking -support and advice to inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team meetings -attendance at moderation meetings -participation in case planning and case management activities -course, curriculum and materials development and review -development of learning materials -research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans

- 12.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 12.4 The specific range of duties as described in the table at sub clause 12.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 12.5 From time to time direct teaching activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours :
- 12.5.1 There may be occasions where teaching hours previously lost may be made up during the following four week period, and
- 12.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week.
- 12.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace Duties Related to Teaching hours.

13. Leave Entitlements

- 13.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Crown Employees (Public Service Conditions of Employment) Award 2002 and as described in the Personnel Handbook.
- 13.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and as described in the Personnel Handbook.

14. Part-Time Work

- 14.1 The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 14.2 Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issued by the PEO in October 1995, including the requirement that entitlements are generally on a pro-rata basis.

15. Qualifications Upgrade

- 15.1 Sub clauses 15.2 - 15.7 apply only to those persons:
- 15.1.1 Who commenced employment as Teachers during the nominal term of the Crown Employees (Education Staff, Department of Corrective Services) Consent Award 2002; and
- 15.1.2 Who have already been offered the opportunity to gain qualifications whilst on probation as part of the process associated with the conversion of Contract Teachers to permanent full-time and part-time Teachers.
- 15.2 Teachers who have not commenced or completed the agreed study shall not have their appointment confirmed.
- 15.3 Teachers who have not commenced or completed their agreed course of study within the agreed and acceptable timeframe shall have their circumstances reviewed by the Principal AEVTI and a representative of Federation. Where:
- 15.3.1 Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Commissioner);
- 15.3.2 No special circumstances exist, the Teacher's appointment shall be annulled.
- 15.4 Once the required qualifications are gained the Teacher's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained and the date at which those qualifications were attained.
- 15.5 The Teacher shall remain on step one and shall not progress until evidence of the qualification being gained is provided to the Department.
- 15.6 The Department shall continue to contribute an amount to be determined towards the cost of gaining the qualification. Eligibility is limited to those employees whom the Department has already agreed to reimburse the cost of gaining such qualifications.

16. Recruitment - Exceptional Circumstances

- 16.1 In exceptional circumstances only, applicants for newly advertised Teacher positions who do not possess the required qualifications shall not be excluded from the selection process (subject to sub clause 16.2 being met), and may be appointed on probation subject to the provisions of clause 15. Qualifications Upgrade, sub clauses 15.2 - 15.5 of this Award.
- 16.2 Exceptional circumstances shall be advertised as such and shall be limited to positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for the qualifications. This may include applicants who have already commenced a course of study or have extensive employment related experience.
- 16.3 The decision as to whether an exceptional circumstance exists rests with the Commissioner (or delegated officer) following consultation with the Principal AEVTI.
- 16.4 The provisions of sub clause 15.6 of this Award do not apply to employees selected as a result of exceptional circumstances.

17. Professional Development

- 17.1 The Department is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
 - 17.2.1 Department's needs; and
 - 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Principal of AEVTI.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by :
 - 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 17.3.2 Provision for study assistance as described in the Personnel Handbook; and
 - 17.3.3 Access to retraining across disciplines in accordance with the needs of the Department to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

- 18.1 In line with the Department's commitment to reducing re-offending, AEVTI is committed to providing adult education programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 The provision of educational courses shall be in the form of nationally accredited training equivalent to that available in the community. This standard will be maintained by the employment of professional educators within the system.
- 18.3 Education programs aim to contribute to the good order of correctional centres and to the overall well being of inmates.
- 18.4 Education programs aim to assist inmates to develop skills and aptitudes to improve their prospects for post release reintegration into the wider community.

- 18.5 These programs will include classroom subjects, vocational education, creative and cultural activities, physical education and sports, social education and library facilities.

19. Consultation

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by the Department.
- 19.2 A consultative committee shall be established for this purpose.

20. Anti-Discrimination

- 20.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 20.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 20.4 Nothing in this clause is to be taken to affect :
- 20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 20.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

21. Harassment Free Workplace

- 21.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

- 21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Federation.
- 21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

22. Deduction of Union Membership Fees

- 22.1 The Federation shall provide the Department with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 22.3 Subject to sub clauses 22.1 and 22.2 above, the Department shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised the Department to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by the Department and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/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.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply :
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub-clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Commissioner and the General

Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

24.1 The Department may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.

24.2 The Department 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.

25. No Further Claims

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

25.1.1 The applicant in matter no. IRC 460 of 2004 may pursue a claim for an increase in the salary rate applicable to the classification of Senior Correctional Education Officer additional to those increases provided for by this Award.

26. Area, Incidence and Duration

26.1 This Award shall apply to all Senior Correctional Education Officers, Correctional Education Officers and Teachers employed by the Department of Corrective Services.

26.2 This Award rescinds and replaces the Crown Employees (Education Staff, Department of Corrective Services) Consent Award 2002 published 4 April 2003 (339 IG 1).

26.3 The Award takes effect from 1 January 2004 and expires on 31 December 2005.

PART B

MONETARY RATES

Table 1 - Salaries

	5.5% from first pay period on or after 1 January 2004 \$	3% from first pay period on or after 1 July 2004 \$	3.5% from first pay period on or after 1 January 2005 \$
Correctional Education Officer and Teacher			
Step 1	53,381	54,982	56,906
Step 2	54,885	56,532	58,511

Step 3	57,028	58,739	60,795
Step 4	59,840	61,635	63,792

Senior Correctional Education Officer			
Step 1	66,007	67,987	70,367
Step 2	68,046	70,087	72,540

M. J. WALTON *J. Vice-President.*

J. P. GRAYSON *D.P.*

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(901)

SERIAL C3529

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF CORRECTIVE SERVICES) CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 460 and 2799 of 2004)

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

8 December 2004

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Conditions Fixed by other Instruments of Employment
4.	Qualifications
5.	Salaries
6.	Incremental Progression and Calculation of Service
7.	Working Hours
8.	Shift Work
9.	Recreation Leave
10.	Non Attendance Time
11.	Duties of Correctional Education Officers
12.	Duties of Teachers
13.	Leave Entitlements
14.	Part-Time Work
15.	Qualifications Upgrade
16.	Recruitment - Exceptional Circumstances
17.	Professional Development
18.	Education Quality
19.	Consultation
20.	Anti-Discrimination
21.	Harassment Free Workplace
22.	Deduction of Union Membership Fees
23.	Dispute Resolution Procedures
24.	Duties as Directed

25. No Further Claims
26. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the *Public Sector Employment and Management Act 2002*, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within the Department.
- 2.3 "Commissioner" means the Chief Executive Officer of the Department of Corrective Services as listed in Column 2 of Schedule 1 of the Act.
- 2.4 "Correctional Centre" means a centre administered by the Department to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 11. of this Award.
- 2.6 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.7 "Department" means the Department of Corrective Services, as specified in Schedule 1 of the Act.
- 2.8 "Employee" means an officer or temporary employee as defined under the Act.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "PEO" means the Public Employment Office constituted under Chapter 6 of the Act.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the PEO.
- 2.12 "Regulation" means the Public Sector Employment and Management (General) Regulation 1996 or any replacement regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Teacher" means an employee who is appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 12. of this Award. A permanent part-time teacher means a teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.15 "Through care" means the philosophy and practice of the Department by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply.
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Award 2002.
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The following Agreement made pursuant to section 131 of the Act, which details conditions of employment not fixed by this Award, shall continue to apply:
- 3.2.1 Crown Employees (Transferred Officers' Excess Rent Assistance) Agreement No. 2354 of 1981.
- 3.3 The provisions of the Department's Flexible Working Hours Agreement shall apply except where modified by this Award.
- 3.4 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1, 3.2 and 3.3 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Commissioner and where detailed in clause 15. Qualifications Upgrade or clause 16. Recruitment - Exceptional Circumstances of this Award.
- 4.2 Teachers - shall hold a:
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.3 Correctional Education Officers - shall hold a :
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- together with relevant related employment experience, as approved by the Principal AEVTI.
- 4.4 Senior Correctional Education Officers - shall hold a :
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education;
- together with experience in adult education, as approved by the Principal AEVTI.

5. Salaries

- 5.1 Salaries at Part B Monetary Rates Table 1 - Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers under this Award incorporate the following salary increases:
- 5.1.1 5.5% from the first pay period commencing on or after 1 January 2004,
 - 5.1.2 3% from the first pay period commencing on or after 1 July 2004,
 - 5.1.3 3% from the first pay period commencing on or after 24 August 2004 to Senior Correctional Education Officers only, and
 - 5.1.4 3.5% from the first pay period commencing on or after 1 January 2005.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the provisions of Chapter 2, section 16.8 Commencing rates of pay of the Personnel Handbook.

6. Incremental Progression and Calculation of Service

- 6.1 Incremental progression and calculation of service shall be determined as per Chapter 5, Managing the Workplace, of the Personnel Handbook, except where varied by clause 15. Qualifications Upgrade and/or clause 16. Recruitment - Exceptional Circumstances of this Award.

7. Working Hours

- 7.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.
- 7.2 Senior Correctional Education Officers and Correctional Education Officers
- 7.2.1 The provisions of the Department's Flexible Working Hours Agreement dated 3 November 1998, or any Agreement replacing this Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per month and five days banked leave.
 - 7.2.2 A Senior Correctional Education Officer or Correctional Education Officer shall not be directed to work longer than five continuous hours without a meal break.
 - 7.2.3 The bandwidth shall be 7.30am - 9.00pm.
 - 7.2.4 The core time shall be 10.00am - 3.00pm.
 - 7.2.5 Flexible working hours including the taking of flex leave and banked leave shall remain at Departmental discretion, to be negotiated at the local level provided that the delivery of teaching programs are maintained.
- 7.3 Teachers
- 7.3.1 The standard attendance hours of full time Teachers shall be 35 hours per week.
 - 7.3.2 The daily span of working hours in correctional centres for Teachers under this Award shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.

7.3.3 Teachers who are directed to perform direct teaching activities between:

- (i) 5.30pm-9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
- (ii) 7.30am-9.00pm Saturday and who are required to teach two separate sessions during these hours;

shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.

7.3.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.

7.3.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of the Department are met at all times. This will facilitate flexible start and finish times for Teachers.

8. Shiftwork

8.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are not covered by Flexible Working Hours arrangements and are rostered on shifts outside the ordinary working hours of a Day Worker shall be paid a shift allowance of 15 per cent.

8.2 Senior Correctional Education Officers and Correctional Education Officers employed as shift workers, who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:

8.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

8.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.

8.2.3 When rostered off on a public holiday - an additional day's pay.

8.2.4 When rostered on a public holiday and work performed - additional payment at the rate of time and a half extra.

8.2.5 Annual leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.

8.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

Additional Leave

4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

9. Recreation Leave

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers employed as day workers, Monday to Friday, shall be entitled to recreation leave as follows:
- 9.1.1 Recreation leave in accordance with the provisions of the Regulation, the Crown Employees (Public Service Conditions of Employment) Award 2002 and the Personnel Handbook.
- 9.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Crown Employees (Public Service Conditions of Employment) Award 2002.

10. Non Attendance Time

- 10.1 Correctional Education Officers
- 10.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 11.4, all Correctional Education Officers shall receive 10 working days non attendance time.
- 10.2 Teachers
- 10.2.1 In return for the hours as described in clause 12. of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
- 10.2.2 Where a Teacher commences employment part way through a calendar year, the Teacher shall be entitled to the number of weeks of non attendance time remaining for the year.
- 10.2.3 Where a Teacher ceases employment part way through a calendar year, the Teacher shall not be entitled to non attendance time (or payment in lieu) for the remainder of that calendar year.
- 10.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.
- 10.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at the Department's convenience.
- 10.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

11. Duties of Correctional Education Officers

- 11.1 Subject to sub clause 11.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
- 11.1.1 Direct teaching activities for up to 10 hours per week; and
- 11.1.2 Duties related to teaching and through care initiatives for a minimum of 25 hours per week up to 35 hours per week, as specified at sub clause 11.4, provided that the total ordinary hours of duty for the week shall not exceed 35 hours.
- 11.2 To accommodate the needs of a correctional centre, the direct teaching activities, if required, shall be 10 hours per week plus or minus 5 hours in any one week.
- 11.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by the Department) in order to meet the special requirements of the correctional centre. In these circumstances:

- 11.3.1 Duties related to teaching / through care initiatives as provided by sub clause 11.4 shall be substituted for direct teaching activities; and
 - 11.3.2 Non attendance time as provided for in clause 10. of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 11.4 Direct teaching activities and duties related to teaching / through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/ Through care Initiatives
<p>Face-to-face teaching in any environment or setting, including but not limited to:</p> <ul style="list-style-type: none"> -classrooms -workshops -industry -in the field <p>Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties. Workplace training & assessment.</p>	<p>Duties related to teaching, including but not limited to:</p> <ul style="list-style-type: none"> -preparation -marking -support and advice to inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities engaging in approved staff development activities -research -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents <p>Duties related to facilitation of Departmental through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans

- 11.5 The specific range of duties as described in the table at sub clause 11.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

12. Duties of Teachers

- 12.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 12.2 of this Award.
- 12.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<ul style="list-style-type: none"> -Face-to-face teaching in any environment or setting, including but not limited to: -classrooms -workshops -industry -in the field -Application of assessment and diagnostic instruments for inmates. -Vocational assessment and counselling. -Tutorial support for distance education enrolments and individual learners with difficulties. -Workplace training & assessment. 	<ul style="list-style-type: none"> -Duties related to teaching, including but not limited to: -preparation -marking -support and advice to inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team meetings -attendance at moderation meetings -participation in case planning and case management activities -course, curriculum and materials development and review -development of learning materials -research -recognition of prior learning processes -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes Departmental Education Profile Interviews) -review of education plans

- 12.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 12.4 The specific range of duties as described in the table at sub clause 12.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 12.5 From time to time direct teaching activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 12.5.1 There may be occasions where teaching hours previously lost may be made up during the following four week period, and

- 12.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week.
- 12.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace Duties Related to Teaching hours.

13. Leave Entitlements

- 13.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Crown Employees (Public Service Conditions of Employment) Award 2002 and as described in the Personnel Handbook.
- 13.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and as described in the Personnel Handbook.

14. Part-Time Work

- 14.1 The Department is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 14.2 Part-time arrangements must be acceptable to both the Department and the employee and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issued by the PEO in October 1995, including the requirement that entitlements are generally on a pro-rata basis.

15. Qualifications Upgrade

- 15.1 Sub clauses 15.2 - 15.7 apply only to those persons:
- 15.1.1 Who commenced employment as Teachers during the nominal term of the Crown Employees (Education Staff, Department of Corrective Services) Consent Award 2002; and
- 15.1.2 Who have already been offered the opportunity to gain qualifications whilst on probation as part of the process associated with the conversion of Contract Teachers to permanent full-time and part-time Teachers.
- 15.2 Teachers who have not commenced or completed the agreed study shall not have their appointment confirmed.
- 15.3 Teachers who have not commenced or completed their agreed course of study within the agreed and acceptable timeframe shall have their circumstances reviewed by the Principal AEVTI and a representative of Federation. Where:
- 15.3.1 Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Commissioner);
- 15.3.2 No special circumstances exist, the Teacher's appointment shall be annulled.

- 15.4 Once the required qualifications are gained the Teacher's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained and the date at which those qualifications were attained.
- 15.5 The Teacher shall remain on step one and shall not progress until evidence of the qualification being gained is provided to the Department.
- 15.6 The Department shall continue to contribute an amount to be determined towards the cost of gaining the qualification. Eligibility is limited to those employees whom the Department has already agreed to reimburse the cost of gaining such qualifications.

16. Recruitment - Exceptional Circumstances

- 16.1 In exceptional circumstances only, applicants for newly advertised Teacher positions who do not possess the required qualifications shall not be excluded from the selection process (subject to sub clause 16.2 being met), and may be appointed on probation subject to the provisions of clause 15. Qualifications Upgrade, sub clauses 15.2 - 15.5 of this Award.
- 16.2 Exceptional circumstances shall be advertised as such and shall be limited to positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for the qualifications. This may include applicants who have already commenced a course of study or have extensive employment related experience.
- 16.3 The decision as to whether an exceptional circumstance exists rests with the Commissioner (or delegated officer) following consultation with the Principal AEVTI.
- 16.4 The provisions of sub clause 15.6 of this Award do not apply to employees selected as a result of exceptional circumstances.

17. Professional Development

- 17.1 The Department is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the :
- 17.2.1 Department's needs; and
- 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Principal of AEVTI.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
- 17.3.2 Provision for study assistance as described in the Personnel Handbook; and
- 17.3.3 Access to retraining across disciplines in accordance with the needs of the Department to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

- 18.1 In line with the Department's commitment to reducing re-offending, AEVTI is committed to providing adult education programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 The provision of educational courses shall be in the form of nationally accredited training equivalent to that available in the community. This standard will be maintained by the employment of professional educators within the system.
- 18.3 Education programs aim to contribute to the good order of correctional centres and to the overall well being of inmates.
- 18.4 Education programs aim to assist inmates to develop skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.5 These programs will include classroom subjects, vocational education, creative and cultural activities, physical education and sports, social education and library facilities.

19. Consultation

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by the Department.
- 19.2 A consultative committee shall be established for this purpose.

20. Anti-Discrimination

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

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

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

21. Harassment Free Workplace

- 21.1 The Department is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by the Department or the Federation.
- 21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

22. Deduction of Union Membership Fees

- 22.1 The Federation shall provide the Department with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 22.3 Subject to subclauses 22.1 and 22.2 above, the Department shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised the Department to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by the Department and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/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.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub-clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Commissioner and the General Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

- 24.1 The Department may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 The Department 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.

25. No Further Claims

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

26. Area, Incidence and Duration

- 26.1 This Award shall apply to all Senior Correctional Education Officers, Correctional Education Officers and Teachers employed by the Department of Corrective Services.
- 26.2 This Award rescinds and replaces the Crown Employees (Education Staff, Department of Corrective Services) Consent Award 2004 (Interim) made by the Industrial Relations Commission on 30 August 2004.
- 26.3 The Award takes effect from 1 January 2004 and expires on 31 December 2005.

PART B
MONETARY RATES

Table 1 - Salaries

	5.5% from first pay period on or after 1 January 2004 \$	3% from first pay period on or after 1 July 2004 \$	3% from first pay period on or after 24 August 2004 \$	3.5% from first pay period on or after 1 January 2005 \$
Correctional Education Officer and Teacher				
Step 1	53,381	54,982	Not applicable	56,906
Step 2	54,885	56,532	Not applicable	58,511
Step 3	57,028	58,739	Not applicable	60,795
Step 4	59,840	61,635	Not applicable	63,792
Senior Correctional Education Officer				
Step 1	66,007	67,987	70,027	72,478
Step 2	68,046	70,087	72,190	74,717

M. J. WALTON *J, Vice-President.*
J. P. GRAYSON *D.P.*
J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1773)

SERIAL C3490

CROWN EMPLOYEES (GRAPHIC SERVICE OPERATORS - DEPARTMENT OF LANDS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, an industrial organisation of employees.

(No. IRC 6231 of 2004)

Before The Honourable Justice Staunton

2 November 2004

AWARD

Arrangement

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10. Declaration
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12. Area, Incidence and Duration

Schedule A

PART B

MONETARY RATES

Appendix 1 - Graphic Service Operator Class 2 Multi-Skilling

Training Programme

Appendix 2 - Graphic Service Operator Class 1 Multi-Skilling

Training Programme

Appendix 3 - Graphic Service Operator Shift Supervisor Training Programme

Appendix 4 - Premier's Memoranda 88-40 / 91-23 / 96-17 and 97-24

Appendix 5 - Training Programme Ten-Hour Shift Roster Form

1. Definitions

"Employee" means and includes all persons appointed as Graphic Service Operators, Department of Lands and who at the date of commencement of this award were occupying one of the positions covered by this award or who after that date were appointed to such position but does not include any person who resigned or whose services were terminated prior to the signing of this award.

"PEO" means the Public Employment Office.

"Department" means the Department of Lands

"Unions" means the Australian Manufacturing Workers Union (AMWU) and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (P.S.A.).

"Graphic Service Operator" means any employee engaged for the major purpose of operating printing machines (including film printing machines), photo typesetting, graphic reproduction, book-binding, graphic design, large format camera operation, contact printing, enlarging and film print development.

"Quality Management" (Q.M) means the philosophy that involves employees at all levels taking responsibility for the continuous improvement of all processes, products and services of the organisation.

"Work Team" means a committee consisting of: the Manager, Graphic Services; the Shift Supervisor of the relevant production area and the employee representative from the relevant production area.

"Consent Award Committee" means a committee consisting of: the Manager, Production and Business Development; the Manager, Human Resource Services; the Manager, Graphic Services; the A.M.W.U. Delegates and the elected representative of the PSA, AMWU and / or PSA Industrial Officers as required.

"A.C.T.U." means the Australian Council of Trade Unions.

"T.A.F.E. NSW" means the New South Wales Technical and Further Education.

"A & C" means the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award.

2. Parties

This award is made pursuant to the provisions of the *Industrial Relations Act 1996*, between:

The Public Employment Office, employer for industrial purposes under the *Public Sector Employment and Management Act 2002*, the Department of Lands, the Australian Manufacturing Workers Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and shall be binding upon the Public Employment Office, the Department and all employees as defined by the award.

3. Title of Award

This award shall be known as the Crown Employees (Graphic Service Operators - Department of Lands) Award.

4. Intention

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators employed in the Department of Lands.

Schedule A specifies the award provisions that this award replaces.

4.1 Objectives of Award

This award reflects a change in the traditional Management/Union relationship. It has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to making the Graphic Services branch of the Department of Lands a fully competitive operational enterprise in an open market place.

This award has at its core the movement from a control- to a commitment-driven organisation. Employees covered by the award will attain greater skill flexibility and access to a career path. They will have greater participation in decision-making and involvement in matters that have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability. These changes will lead to increased productivity.

This award encompasses the values and principles of Quality Management (Q.M.) and represents a new mode of working within the Department of Lands.

4.2 Quality Assurance

The aim of the Quality Assurance commitment is to constantly reassess our working procedures and production processes so that the best possible customer service can be delivered and the highest product quality achieved in our existing environment.

In achieving these goals the Management of the Department of Lands and employees covered by this award are committed to the principles of Quality Management. The primary focus of this commitment is the ongoing compliance of the Graphic Services component of Land and Property's Quality System certified to the Australian Standard for quality assurance in design, development, production, installation and servicing AS/NZS 9001:2000.

5. General Employment Conditions

5.1 Hours of Work

- 5.1.1 The ordinary working hours shall be 38 hours per week and not exceed eight and three quarter hours per day. Except where provided for elsewhere in this award, the maximum hours to be worked in any one week are not to exceed 40 hours with the additional two hours per week being cumulative over a four-week period to provide the employee with one rostered day off (R.D.O.) every four weeks. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services and employees and may be accumulated to a maximum of five rostered days off.
- 5.1.2 Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes, with the exception of extended leave and sick leave-workers' compensation, which shall be paid as follows.
- 5.1.3 Where the employee is absent on extended leave and/or sick leave-workers' compensation for the whole of one or more cycle of four weeks, the time involved shall not be regarded as accruing 0.4 of one hour for each day of paid absence.
- 5.1.4 Where the employee is absent on extended leave and/or sick leave-workers' compensation during the cycle of four weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.
- 5.1.5 No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals shall be 30 minutes with a maximum of one hour. A morning and afternoon tea break of not more than ten minutes' duration on each occasion shall be allowed each individual employee, at a time to be arranged by the employer, and shall be regarded as time worked.
- 5.1.6 For the purposes of this award, ten-hour shifts are permitted subject to the provisions set out in this award.

"Day shift" means any shift requiring work to be performed between the hours of 6.00 a.m. and 6.00 p.m.

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.45 a.m.

"Night shift" means any shift finishing after 12.45 a.m. and or before 10.00 a.m.

5.2 Shift Transfer

An employee who is transferred from any shift to any other shift shall be allowed a ten-hour break between the finishing of the last shift and the commencement of the new rostered shift. An employee shall not be transferred from day shift to night shift or vice versa more than once in a working week.

5.3 Ten-hour Shifts - Conditions

General

1. The ordinary working hours shall be 38 hours per week and, subject to exceptions, not exceed ten and a half hours per day. The maximum ordinary hours worked in any one week shall not exceed 40 hours with the additional two hours per week being cumulative over a five-week period.
2. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services Branch and/or the relevant work team and may be accumulated to a maximum of five rostered days off.
3. Ordinary working hours will only change to ten-hour shift conditions when sufficient work is available and the change is approved by the Manager, Graphic Services

5.4 Accrual of Hours for Paid Leave

1. Sick Leave

For each day of paid sick leave taken, eight or ten hours (depending on mode of operation) shall be credited to the employee towards the minimum weekly requirements of 38 hours.

Where sick leave is taken in any cycle of one week, the total hours worked and the hours deemed to be as sick leave shall in total add up to a minimum of 38 hours. Where the employee seeks to accumulate an additional two hours towards a rostered day off, then 40 hours must be deemed to have worked.

2. Public Holidays

Public holiday entitlements for employees on ten-hour shifts shall be the same as if the employee was rostered to work a eight-hour five-day (Monday to Friday) roster.

Where a public holiday occurs during any cycle of one week, it shall be regarded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

3. Recreation Leave

Recreation leave is allocated on the basis that one day of recreation leave shall be recorded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

Recreation leave will be as indicated in Crown Employees (Public Service Conditions of Employment) Award 2002. Refer clause 81.

4. Extended Leave and Sick Leave

Each day of paid extended leave and sick leave shall be regarded as eight hours worked.

Where the employee is absent on long service leave and/or sick leave for the whole of one or more cycle of five weeks, the time involved shall not be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

Where the employee is absent on extended leave and/or sick leave during the cycle of five weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

5. Meal Breaks

No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals will be 30 minutes with a maximum of one hour.

A morning and afternoon tea break of not more than ten minutes duration on each occasion shall be allowed to each individual employee, at a time to be arranged by the employer, and shall be regarded as time worked.

6. Implementation and Alteration to Rosters

All ten-hour rosters, identifying the names of staff and the times and days of the week to be worked, shall be documented (in triplicate) on form AD GS FORM 001. The roster shall be approved a minimum of one week prior to the implementation date. Copies of the roster shall be distributed and held as follows:

Pink copy - Retained in the "Ten-hour Roster Book" and held by the Manager, Graphic Services

Green copy - Appropriate work team

Original - Appropriate Shift Supervisor

All sets of triplicate AD GS FORMS shall be consecutively numbered with only one ten-hour roster book in circulation at any given time. The ten-hour roster book shall at all times be controlled by the Manager Graphic Services.

The approval of a ten-hour roster shall be conditional on the Manager, Graphic Services, the relevant Shift Supervisor and a representative of the appropriate work team authorising and signing the ten-hour shift roster form.

7. Duration of Rosters

Each approved ten-hour roster shall stand for a minimum period of one week. The period of the roster shall be recorded on the ten-hour shift roster form.

8. Alteration/Termination of Roster

Where exceptional circumstances can be proven, the Manager, Graphic Services, appropriate Shift Supervisor and work team may agree to extend, or terminate the roster. The reasons for alteration to an approved roster shall be recorded.

9. Employee Transfer from or to Existing Ten-Hour Roster

An employee may only transfer from or to a ten-hour roster after approval has been obtained from the Manager, Graphic Services, appropriate Shift Supervisor and the relevant work team roster transfers shall be recorded.

5.5 Classification Title and Description

5.5.1 Classification Title

All work performed in the Department of Lands, Graphic Services Branch Bathurst site will be covered by the following classifications:

Indentured Apprentices and Trainees

Graphic Service Operator Class 2

Graphic Service Operator Class 1

Graphic Service Operator - Shift Supervisor.

5.5.2 Classification Description

Graphic Service Operator Class 2

An operator will be classified as Class 2 if they are not in receipt of one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified).

Relevant Australian Qualifications Framework (AQF) Certificate III or higher.

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a four-level career structure for all employees covered by this classification. Progression through the career path will be dependent on the gaining of additional skills as set out in Appendix 1- Graphic Service Operator Class 2 Multi-skilling Training Programme.

Upon successful completion of the Graphic Services Operator Class 2 Competency-based Training Program, an operator shall be eligible to advance to Class 1 status.

5.5.3 Graphic Service Operator Class 1

An operator will be classified as Class 1 if they possess one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher.

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a six-level career structure for all employees covered by this classification. Progression through the career path will be dependent on gaining of additional skills as set out in Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

5.5.4 Graphic Service Operator - Shift Supervisor

The Shift Supervisor positions are gained through successful appointment through a merit-based process within the Department of Lands, Graphic Services Bathurst site. They are trade-based and open to people who possess one or more of the following qualifications:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP31399

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP31499

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30399
TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency Based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher

Equivalent qualifications

5.6 Job Evaluations - Position Descriptions

Parties agree to continue discussions concerning job evaluation methodology to be used in determining job level outcomes within Graphic Services.

A nominated member of the Australian Manufacturers Workers Union/Public Service Association or an accredited representative of an approved supplier shall fully participate in the preparation of evaluations of all job descriptions.

The Australian Manufacturers Workers Union and Public Service Association will undertake the task of having position descriptions completed in accordance with departmental policies relating to job evaluations.

Job evaluations for Graphic Service Operator positions may be evaluated in accordance with departmental policy.

Transition Committee

A Transition Committee will be formed and will consider issues affecting staff moving to a new structure. The Committee will determine whether a position is new or existing and determine the most suitable method of filling positions having regard to merit and fairness to all staff.

The Committee will ensure that any officer who has been paid a continuous Higher Duties Allowance (HDA) for in excess of 12 months (only immediately prior to promotion) has their HDA service taken into account when promoted to another position.

If agreement cannot be reached in this Committee, the Director General will facilitate a resolution.

5.7 Employment Security

The Department of Lands policy is to preserve employment. The parties recognise that over a period of time there will be a change in the nature of jobs and skills required will change. In the event that an employee's job is made redundant by new technology or work methods, every attempt will be made to offer the employee an alternative position together with the requisite training. In the event that suitable alternative employment cannot be provided to those who qualify for redundancy payments, the Government's policy at the time will apply. It is agreed that during the term of this award resignations and retirements will take place. The decision of whether to replace particular jobs will be subject to review by the Consent Award Committee. If an agreement cannot be reached, the issue will be handled through the agreed grievance procedure.

5.8 Redundancy Provisions

The redundancy provisions as contained in the Public Employment Office Managing Displaced Employees Policy from time to time will apply to all eligible employees covered by this award.

5.9 Training, Education and Skills Level Progression

5.9.1 General

All training will be competency-based with the exception of indentured apprentices, trainee Graphic Designers and employees undertaking training as part of the Australian Qualifications Framework.

Note: General training outside of AQF and/or MS competency-based training will be in line with the Department's Individual Development and Feedback Program.

The parties agree that all staff shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all staff are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of course fees for staff undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and so approves reimbursement of fees upon successful completion, may be within the range of 50% to 100%. The Director General or his/her delegate will determine any appeal relating to decisions concerning payment of course fees;

A commitment to the provision of external training programs;

Implementation of a Management Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all staff with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable staff to use the technological tools required to perform their duties;

Providing the training needed to ensure that those staff whose performance has been identified as deficient have every opportunity to improve their performance;

Equity of access to training and development opportunities for all staff, including part-time staff;

Dependent care assistance (dependent care, by way of payment, may be provided to enable employees with dependent responsibilities to pursue training and development opportunities).

During the life of this instrument, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all staff. These options may include:

Job rotation;

Secondments;

Participation in work forums;
Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Staff member exchange programs with the agreement of the officer.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff and Management to determine appropriate training needs;

To include staff training and development responsibilities in the key accountabilities of all Managers and Supervisors;

Individual staff members will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda, that is, the promotion and implementation of the public services training package through the NSW Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project, encompassing:

Registration of current Workplace Trainers and Assessors with the PSITAB;

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by departmental staff.

In-house training to be in line with National Competency standards so staff can work toward nationally-recognised public sector qualifications.

5.9.2 Australian Qualification Framework

As part of the ongoing commitment to learning within Graphic Services, the Australian Qualifications Framework (AQF) has been adopted as the framework to promote up-skilling and continued learning. Wherever possible, AQF-accredited courses shall be used as a means to provide skills and re-skill employees covered by this award.

The Consent Award Committee shall determine AQF courses relevant to Graphic Services skill requirements

5.9.3 Multi-skilling within Graphic Services

Clearly defined and agreed performance standards will be set. Employees will have to demonstrate capability against these standards as part of the training process. Additional training will be given as required. In certain circumstances, where the work team deems it necessary, skill verification may be sought by the Graphic Arts section of the New South Wales Institute of TAFE NSW or the Australian Capital Territory Institute of TAFE.

Training will be self-paced and self-motivated and employees will be actively encouraged to participate in their own learning. Training will be developed on a modular basis where possible. It will be consistent with the work skills identified through the job skills audit system. The role of every employee in training others is recognised and all employees will be given the opportunity to receive formal training in how to train others. The work team will be responsible for the scheduling of training for that work team. Emphasis will be given to training consistent with the skill required by the work team.

Employees will acquire mutually-agreed skills appropriate to the career path structure. On developing sufficient skills to move into the next skill level, the employee will attract the appropriate remuneration for that skill level.

5.9.4 Existing Worker Traineeships

Existing Worker Traineeships shall be available to employees covered by this award. Existing Worker Traineeships shall be offered in accordance with guidelines of the Department of Education and Training's New Apprenticeship Centres (NACs). The Consent Award Committee shall be responsible for evaluation and approval of all requests for the introduction of an Existing Worker Traineeship.

Administration costs and fees associated with existing Worker Traineeships shall be paid by the Department.

5.10 Superannuation

Provisions and entitlements will continue as previously covered by the *State Public Service Superannuation Act 1985*, *Superannuation (Amendment) Act 1985*, *Superannuation (Scheme Closure) Amendment Act 1985*, *Superannuation Act 1916*, *State Authorities Superannuation Act 1987*, *State Authorities Non-contributing Superannuation Act 1987* and any other related Acts or Regulations pertaining to State Government Employees regarding superannuation.

5.11 Workers' Compensation

All conditions as covered by the Workers' Compensation Commission (WCC) established by *Workplace Injury Management and Workers Compensation Act 1998*.

Sick leave-workers' compensation will be as indicated in Crown Employees (Public Service Conditions of Employment) Award 2002. Refer clause 86.

Sick leave - Claims other than workers' compensation will be as indicated in Crown Employees (Public Service Conditions of Employment) Award 2002. Refer clause 87.

5.12 Anti-Discrimination

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

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

Notes

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

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

6. Wages and Allowances

6.1 Remuneration

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

Graphic Service Operator Class 2

Operators to commence at Grade 2 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme.

Commencing salary - Grade 2 Level 1 (first year)

After completion of Stage One training, the GSO will progress to Grade 2 Level 2 (second year)

After completion of Stage Two training, the GSO will progress to Grade 2 Level 3 (third year)

After completion of Stage three Training, the GSO will progress to Grade 2 Level 4 (fourth year)

Graphic Service Operator Class 1

Operators to commence at Grade 3 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

Commencing salary - Grade 3 Level 1

After completion of Stage One training, the GSO will progress to Grade 3 Level 2

After completion of Stage Two training, the GSO will progress to Grade 4 Level 1

After completion of Stage Three training, the GSO will progress to Grade 4 Level 2

After completion of Stage Four training, the GSO will progress to Grade 5 Level 1

After completion of Stage Five training, the GSO will progress to Grade 5 Level 1

Graphic Services Operator - Shift Supervisor

Shift Supervisor commencement salary shall be in accordance with Graphic Service Operator - Shift Supervisor in Part B, Monetary Rates, as varied from time to time in accordance with clause 12. Progression beyond Year 2 of the salary scale is conditional on the completion of a compulsory multi-skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme.

6.2 Allowances

In addition to the normal rate of salary, an allowance shall be paid for all shift work as defined in paragraph 7.1.6 with the exception of day shift as follows:

Afternoon shift 20% of the daily rate of pay

Night shift 30% of the daily rate of pay.

Shift allowances will not apply during approved 10-hour day operation mode.

6.3 Overtime

When an employee is required to work overtime exceeding 30 minutes but less than one hour, the employee shall be paid as though they had worked one hour's overtime and, if an employee is called upon to work overtime in excess of one hour after finishing of that employee's ordinary working hours, they shall be paid for a minimum of two hours worked at overtime rates, the rates for overtime being set at the following: the first two hours of work performed be paid at one and a half times the rate for the appropriate shift (including allowances) with the remainder of the work performed being paid at two times the appropriate shift rate (including allowances). These rates to apply to Saturday, Sunday and public holidays.

An employee who works so much overtime between the normal termination of their work on that day and the commencement of work in the next day that there has not been at least ten consecutive hours off duty between these times shall, subject to this clause, be released after completion of such duty without loss of pay for ordinary working time until they have had at least ten consecutive hours off duty.

Provided that, if on the instructions of the Department through the Manager, Graphic Services Branch such an employee resumes or continues to work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.

Employees working overtime at the end of a normal shift may work to maximum of five hours from the last meal break without taking a further meal break, providing the employee is finishing work at the end of such overtime and that any meal allowance applicable would still apply. All other conditions for the working of overtime shall continue to be governed by the Crown Employees (Public Service Conditions of Employment) Award 2002.

6.3.1 State Working Hours (Standard Clause)

1. Subject to subparagraph 2 of this paragraph, an employer may require an employee to work overtime at overtime rates
2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
3. For the purposes of the said subparagraph 2, what is reasonable or otherwise will be determined having regard to:
 - any risk to employee health and safety
 - the employee's personal circumstances, including any family and carer responsibilities
 - the needs of the workplace or enterprise
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.

6.4 Deduction of Union Membership Fees

1. The Union shall provide the employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
2. The Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
3. Subject to paragraphs 1 and 2 of this subclause, the employer shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions.
4. Monies so deducted from employee's pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' union membership accounts.
5. Unless other arrangements are agreed to by the employer and the Union, all Union membership fees shall be deducted on a fortnightly basis,
6. Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Leave

7.1. General

Leave conditions will be as covered in the *Public Sector Employment and Management Act 2002*, and the Regulations, Crown Employees (Public Service Conditions of Employment) Award and policies made thereunder as at the date of making of this award.

7.2 Family and Community Service Leave, Personal/Carer's Leave

I. Definition of Family and Relative

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 stepchild, a foster child or an ex nuptial child), 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.

2. Family and Community Service Leave

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.

3. Family and Community Service Leave

- 1. The maximum amount of family and community service leave on full pay that may be granted to an officer is:
 - I. 2.5 working days during the first year of service and five working days in any period of two years after the first year of service; or
 - II. one working day for each year of service after two years' continuous service, minus any period of family and community service or short leave already taken by the officer, whichever is the greater period.
- 2. Family and community service leave is available to part-time officers on a pro rata basis, based on the number of hours worked.
- 3. Where family and community service leave has been exhausted, additional paid family and community service leave of up to two days may be granted on a discrete "per occasion" basis on the death of a person defined in clause 9.2.1.
- 4. Use of Sick Leave to Care for a Sick Dependent - General

When family and community service leave, as outlined in clause 9.2.1, is exhausted, the sick leave provisions under clause 9.3.5 may be used by an officer to care for a sick dependent.

5. Use of Sick Leave to Care for a Sick Dependent - 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 clause 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 three 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 clause 9.2.6.
- (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.

7.3 Leave Loading

All employees covered by this award are entitled to payment of annual loading of 17.5% of the monetary value of up to four weeks' recreation leave accrued in a leave year.

7.4 Trade Union Training

Employees covered by this award are allowed a maximum of 12 days in any two-year period for the purposes of attending courses conducted by or organised on behalf of the Australian Manufacturing Workers Union and/or the Public Service Association of NSW.

8. Consultation, Grievance Procedures

8.1 Employee Representative Body

For the purpose of this award, four Graphic Services workplace delegates of the Australian Manufacturing Workers Union and two representatives of the Public Service Association of NSW Bathurst Workplace Committee will be the employees' representatives on the Consent Award Committee. Employee representatives will negotiate with the Management on behalf of employees to ensure that the terms and conditions of this award are implemented. The Consent Award Committee will also be responsible for the renegotiation of the new award upon completion of the existing award.

Any issue in connection with this award will be referred in the first instance to the Consent Award Committee and if necessary pursued under the agreed grievance procedures.

8.2 Ongoing Award Review

Regular meetings of the Consent Award Committee (CAC) will be held to review the viability of this award and ensure adherence to the terms of the award. This Committee will be responsible for initiating and formulating the award to be developed and approved to replace this award on its expiry.

8.3 Introduction of Change

All parties to this award agree to consult on any planned changes to production methods or introduction of new technology.

This consultation will, depending on the nature of the change in technology, take place in three stages:

Stage 1 Initial Advice

The Management of Department of Lands will advise both the AMWU and PSA and staff of contemplated changes in sufficient time so that meaningful consultation can occur before decisions are made involving the introduction, the rate and the manner of implementation of the change.

Stage 2 Subsequent and Ongoing Advice

Subject to the normal requirements regarding confidentiality, the Management will advise the Unions and staff on a progressive basis as more detailed information becomes available. Such advice should include:

- (1) An explanation of the nature and scope of the proposed change and the way it will be operated.
- (2) A comparison of the designation, numbers and levels of staff expected to be required with the operation of the equipment or system with similar information in respect of existing staff.
- (3) An outline of the anticipated changes to the work patterns within and beyond the particular work area, i.e. the effect of the changes in the pattern of work both in the Graphic Services area and where appropriate other areas.
- (4) Proposals for training of staff (where necessary), including retraining of existing staff. Proposals in respect of any possible redeployment in respect of clause 7.5 and redundancy in terms of clause 7.6.
- (5) An appraisal of the expected benefits and adverse effects of introducing the change.
- (6) Implications, if any, of the change to occupational health and physical work environment of staff employed in its operation and for any other aspects of quality of working life; and advise on the expected benefits and adverse affects of introducing the change covering quality of working life, service to the community and broad economic implications of introducing the change.

- (7) The proposed rate and timing of introduction of the change.

At any point in this stage the Unions and/or employees may raise matters of concern and engage in whatever consultation is considered appropriate by the parties.

Stage 3 Firm Decisions

Once agreement has been reached in Stage 2, the Department will proceed with the purchase requisition or implementation and inform the Unions accordingly. If considered necessary, a copy of the requisition may be made available to the Unions.

Once notification has been provided at this third stage, the onus is on the Unions to raise any problems within a reasonable timeframe, which will not cause tenders, etc., to become invalid. If no problems are identified, the Management may proceed to order, install and use the new equipment or system.

At any stage where differences cannot be reconciled, the disputes procedure will be followed according to clause 10.4

8.4 Dispute or Grievance Handling Procedure

Disputes or grievances between employee(s) and the Department over a question, dispute or difficulty concerning the interpretation, application or operation of this award, or any alleged discrimination within the meaning of the *Anti-Discrimination Act 1977*, shall be dealt with in the following manner. Reference should also be made to clause 9.3 of Crown Employees (Public Service Conditions of Employment) Award 2002.

Step One

In the first instance, the employee(s) will notify, in writing or otherwise, their immediate Supervisor or other appropriate person as to the substance of the dispute or grievance and request a bilateral meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

Step Two

If the matter is not resolved in the first meeting, the matter shall be further discussed by the employee and, at their request, the appropriate Union delegate, their immediate Supervisor and their Manager. This should take place within 48 hours of the completion of Step One.

Step Three

If the matter remains unresolved, the matter should be further discussed by the employee(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 Two.

Step Four

If the matter remains unresolved and the employee(s) as Union members, it should be discussed/negotiated between representatives of the State Branch or the Regional Organisation of the Union(s) concerned and the relevant senior Management of the Department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.

Step Five

If the matter remains unresolved, then, if the parties agree, it may be referred to a mutually acceptable, independent mediator/arbitrator. The parties have the right to refer the matter to the appropriate industrial tribunal at this stage.

It is a condition of this award that these procedures will be followed and that there will be no disruption to work.

9. Safety

9.1 Occupational Health and Safety

Occupational health and safety provisions will be as covered in the *Occupational Health and Safety Act 2000* and any amendments and Regulations made thereto.

Occupational health and safety provisions will be as covered in the Occupational Health and Safety Regulation 2001 and any amendments and Regulations made thereto.

All relevant Australian Standards as referred to within WorkCover guidelines or relevant legislation.

9.2 Protective Clothing

In addition to any protective equipment required under the *Occupational Health and Safety Act 2000*, employees covered by this Award will be supplied with protective clothing as set out below:

Shorts	2 per year	}	
Pants	2 per year	}	Replacement if necessary on a condemnation basis
Shirts	2 per year	}	

Safety shoes complying with AS 2210 - one pair issued on commencement of employment then on a condemnation basis thereafter.

All staff are to wear protective equipment and clothing as supplied.

10. Declaration

The parties to this award declare that this award:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

11. Savings of Rights

At the time of making this award, no employee covered by this award will suffer a reduction in his or her rate of pay or any loss or reduction of his or her conditions of employment as a consequence of making this award.

12. Area, Incidence and Duration

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators as defined, employed by the Department and engaged at the Department of Lands, NSW Bathurst site.

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the Public Sector Employment and Management General Regulation 1996 and the Crown Employees (Public Service Conditions

of Employment) Award 2002 and any variations. Salaries are varied in accordance with the Crown Employees (Public Sector - Salaries January 2002) Award or any replacement award.

This award shall have effect for a period of 18 months from the beginning of the first pay period on or after 2 July 2004.

SCHEDULE A

This award replaces the following agreements:

1. Artists, etc. Agreement No. 2196 of 1975 made pursuant to section 83 of the *Public Service Act 1979*;
2. General Printing Staff Agreement No. 2268 of 1980 made pursuant to section 83 of the *Public Service Act 1979*;
3. General Printing Staff Agreement No. 2336 of 1981 made pursuant to section 83 of the *Public Service Act 1979*;
4. Crown Employees (General Staff Salaries) Award 2003 published 343 16 736, 19.03.04;
5. Printing Staff Central Mapping Authority Agreement No. 2414 of 1982 made pursuant to section 83 of the *Public Service Act 1979*;
6. General Printing Staff Agreement No. 2415 of 1982 made pursuant to section 83 of the *Public Service Act 1979*.

PART B

MONETARY RATES

Table 1 - Rates of Pay

As of date of making award

Commencing salary	\$39,594.00 pa
After completion of Stage 1 training	\$40,759.00 pa
After completion of Stage 2 training	\$41,895.00 pa
After completion of Stage 3 training	\$43,044.00 pa
Graphic Service Operator Class 1	
Operators to commence on \$44,265.00. Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme	
Commencing salary	\$44,265.00 pa
After completion of Stage 1 training	\$45,598.00 pa
After completion of Stage 2 training	\$47,023.00 pa
After completion of Stage 3 training	\$48,468.00 pa
After completion of Stage 4 training	\$52,252.00 pa
After completion of Stage 5 training	\$53,901.00 pa
Graphic Services Operator - Shift Supervisor	
Commencement salary	\$59,382.00 pa
Year 2	\$61,158.00 pa
After completion of a compulsory multi - skilling training program as detailed in Appendix 2 - Graphic Service Operator Shift Supervisor Training Programme	
Year 3	\$63,707.00 pa
Year 4	\$65,731.00pa

APPENDIX 1

GRAPHIC SERVICE OPERATOR CLASS 2 MULTI-SKILLING TRAINING PROGRAMME

Year 1 - Competency-based with TAFE theory assessment

Year 2 - Competency-based with TAFE theory assessment

Year 3 - Competency-based with TAFE theory assessment

Year 4 - TAFE one-year traineeship in a particular field relevant to the printing industry

Progression to Class 1 Status

The four-year proposed training modules are condensed into three competency-based modules. These modules would have a level of TAFE certification similar to what is in place for the existing GSO Multi-Skilling programme, i.e. TAFE are to design theory-testing based on practical training programmes. National Competency Standards.

The fourth year would be a specialist year where the officer chooses a particular field to specialise in. The competency-based training programme for that year will be designed to complement a one-year TAFE traineeship in that field.

Progression to GSO Class 1 status will be dependent on completing all four stages successfully.

This inclusion of the traineeship will formalise the training and should ensure that the qualifications gained will be transportable outside of the Department of Lands.

Competency-based Training Course -

The following is a comprehensive list of skills for the classification of Graphic Service Operator Class 2.

The skills have been categorised into three individual training blocks, each block relating to advancement on the career structure.

Training Module 1

Skills Required

Occupational health and safety relating to:

The correct handling and use of wide ranges of chemicals

Safe working procedures for dark room environments including a totally black room

Safe and correct operating procedures for the following equipment:

GTO two-colour printing press

Mitsubishi four-colour printing press

Small Multipli Folder x 2

Wire Stitcher x 2

Plastic bag maker

Automatic plate processor

Understanding of Production Processes and Workflow through the Photographic Laboratory including:

Interpretation of orders

Correct storage location for films, chemicals, paper, etc.

Use of office equipment, e.g. computers, photocopiers

Correct use of Quote & Print Management Information system

Graphic Services Photolab Level 1 and 2 Competencies for Staff Multi-skilling Training

Production of colour and black and white photographic enlargements from aerial film using photographic enlargers

Production of colour and black and white photographic enlargements from hardcopy and/or digital files using:

Roll scanner, flatbed scanner and/or digital scan back camera, digital file manipulation software and colour digital output printers

Production of colour and black and white photographic contact prints from aerial film

Production of colour and black and white photographic diapositives from aerial film

Production of digital images using roll scanner; flatbed scanner and/or digital scan back camera.

Database entry of associated metadata.

Data entry, maintenance and use of Aerial Film Asset Register Database (AFARD)

Use and maintenance of photographic paper processors (colour and black and white)

Use and maintenance of LOG-E contact printers

Use and maintenance of Scanatron contact printer

Use and maintenance of photographic enlargers

Operation of Graphic Services management information system (Quote & Print) to record job/time/materials details

Liaise with customers

Management of digital data files

Manage the import, export and compression of data files

Pre Press Multi-Skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

Multi-skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge units. A sound knowledge of all support units should also be obtained.

Pre Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and Dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S

ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B	Access and use the Internet
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Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre Press
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Pre Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSO's from Pre Press.

Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills can not be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSO's from Pre Press.

Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1) as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

Training Module 3

Print Finishing Module 1

Skills Required

All support units (SU), including Converting and Finishing units (CF)

As indicated

- Prepare and maintain work area

- Prepare tasks to support production purposes

- Inspect quality against required standard

- Pack and dispatch product

- Perform basic machine maintenance

- Lift and shift loads mechanically

- Follow OH&S practices and identify hazards

- Communicate in the workplace

- Work team communication

- Perform basic industry calculations including

 - Setup and produce basic cut (guillotined) product

 - Setup and produce complex cut (guillotined) product

 - Setup guillotine for cutting

 - Produce cut (trimmed) product

 - Setup machine for basic cut (flatbed)

 - Produce basic cut (flatbed) product

Changing of Polar EMC 137 & Perfecta Seypa 115 guillotine blades are done under strict supervision of Shift Supervisor Print Finishing or his/her delegated authority.

Note: Depending on work loads units may be moved from one module to another

Printing Module 1

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe printing press operation, both electronic and manual.

Skills Required

All support units (SU), including (CF)

- Prepare and maintain work area
- Prepare tasks to support production purposes
- Introduction to quality standard required
- Pack and dispatch product
- Perform basic machine maintenance
- Lift and shift loads mechanically
- Follow OH&S practices and identify hazards
- Communicate in the workplace
- Work team communication
- Perform basic industry calculations

APPENDIX 2

GRAPHIC SERVICE OPERATOR CLASS 1 MULTI-SKILLING TRAINING PROGRAMME

Pre Press Multi-skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

Multi-Skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge Units. A sound knowledge of all support units should also be obtained.

Pre Press Units

- | | |
|-----------|-----------------------------------|
| ICPPP211B | Develop a basic design concept |
| ICPPP311B | Develop a detailed design concept |
| ICPPP411B | Undertake a complex design brief |
| ICPPP221B | Select and apply type |

ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

Multimedia Units

ICPMM263B	Access and use the Internet
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Holistic Knowledge Units

ICPKN11B Apply knowledge of Graphic Pre Press

Pre Press Multi-skilling Training Programme -
Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSO's from Pre Press.

Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSO's from Pre Press.

Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

Print Finishing Multi-skilling Training Programme -

Year 1: 6-month Training Programme - Module 2

Objective

To provide the trainee with a general idea of the Print Finishing area and how various machines operate and how preventative maintenance is carried out on machines in Print Finishing. This also includes occupational health and safety issues relating to Print Finishing.

The trainee after six months should be competent to work the small machines (e.g. drill, semi-automatic staplers, Multipli folders and assist in the setting and running of the Stahl Folder.)

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) Classification plus

- Setup machine for basic folding (single/continuous) product

- Setup machine for complex folding (single/continuous) product

- Produce basic folded (single/continuous) product

- Produce complex folded (single/continuous) product

Note: Depending on work loads, units may be moved from one module to another.

Year 2: 6-month Training Programme - Module 3

Objective

To provide the trainee with a more comprehensive knowledge base of techniques and skills used through out the Print Finishing area.

This module includes working in the Framing area, where the trainee will learn laminating, mounting and framing skills.

Skills Required

All competencies in Print Finishing Module 1 (GSO 2) and Module 2 (GSO 1) Classification plus

- Setup machine for basic collating (sheet/section)

- Produce basic collated (sheet/section) product

- Setup and produce hand collated product

- Setup machine for basic laminating

- Setup machine for complex laminating

- Produce basic laminated product

- Produce complex laminated product

Note: Depending on work loads, units may be moved from one module to another

Printing Multi-skilling Training Programme -

Year 1: 6-month Training Program Small Format - Module 2

Objective 0 - 3 months

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus

Awareness of the properties of chemicals currently used and their correct application procedures in the press area

Lubrication of all machines

Knowledge of different paper stocks

Correct techniques for loading paper ready for printing

Changing printing plates on all machines

Cleaning and maintenance of dampening systems

Setup machine for basic single colour job.

Produce basic single colour job.

Setup machine for basic 2-colour job

Produce basic 2-colour job

Objective 3 - 6 Months

To enable the trainee to gain a level of competency sufficient to be able to operate small offset printing press with limited supervision. The trainee will receive instruction on how to produce basic print jobs.

Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus above competency set.

Machine delivery setup

Assist in machine setup

Fundamentals of feeder setup and pile height in relation to varying stocks of paper

Mixing and matching inks

Set ink ducts for correct colour distribution

Be acquainted with densitometer readings

Change blankets and packing

Repair damaged blankets

Produce coating job including

Setup machine for basic double-sided job

Produce basic double-sided job

Setup machine for basic coating job

Year 2: 6-month Training Program Large Format - Module 3

Objective 6 Months

To enable the trainee to work as part of a team and operate with minimal supervision on a relief basis on the large format press. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual in a large format environment. The trainee will receive instruction on how to produce more complex print jobs.

Skills Required

All competencies in Print Module 1 (GSO 2) & Module 2 (GSO 1) Classification plus

Understand plate register systems and make adjustments to print register

Set feeder unit to relevant stocks of paper

Set cylinder pressure to relevant stocks of paper

Plate, blanket packing tolerances

Set inking rollers for correct ink distribution

Set dampeners for correct water distribution

Plate, blanket cylinder pressure settings

Correct operating speed for particular stocks

Ability to accurately assess print quality and make recommendations for adjustment

Setup machine for complex single-sided 4-colour job

Produce complex single-sided 4-colour job

Setup machine for complex double-sided job

Produce complex double-sided job

Setup machine for complex single-sided coating job

Setup machine for complex double-sided coating job

APPENDIX 3

GRAPHIC SERVICE OPERATOR SHIFT SUPERVISOR TRAINING PROGRAMME

Objective Statement

To provide the officers with comprehensive knowledge of the production and quality control processes within Graphic Services and in addition aid the development of managerial skills in a range of disciplines.

Ongoing training will be provided in the following areas:

Managerial

The latest Management Techniques for Middle Management

Equal Employment Opportunity (E.E.O)

Total Quality Management (T.Q.M)

Quality Management System (Q.M.S)

Best Practice Principles

Interpersonal Skills

Production processes within the trade classifications of: Graphic Design, Electronic/Desktop Publishing, Printing and Print Finishing.

Production processes within non trade classification of Photolab

Production scheduling within Graphic Services

Liaising with customers

Interpretation of all types of orders with Graphic Services

The relevant quality standards for all work performed within Graphic Services

Additional training on a needs basis

Computers

Computer training will be in the following fields:

Operations of both Mac & PC computers

Computer-based management information system

Windows environment

Spreadsheet/database

Page layout/pagination systems

Word processing software

Trade

Ongoing training will take place in relation to technological and quality control developments within the industry. This training may take the form of in-house competency based training or more formal training by the way of T.A.F.E. or other equivalent industry institutions.

APPENDIX 4

PREMIER’S MEMORANDA 88-40 / 91-23 / 96-17 AND 97-24

See file matter no. IRC04/6231 for copies of the Premier's Memorandums as they cannot be reproduced electronically.

APPENDIX 5

GRAPHIC SERVICE OPERATOR TEN-HOUR SHIFT ROSTER DETAIL FORM

TEN-HOUR ROSTER - DETAILS FORM

(No. AD GS FORM 001)

Period of Roster: From _____ To _____

Days to be worked: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
(Cross out days not to be worked)

Daily start time: _____ Finish time: _____

Reason for the roster _____

Staff involved	Machinery/equipment
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____

Roster substitutions (appropriate Shift Supervisor to complete as alterations to the roster occur).

Name	Replaced by	Date(s)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

Alteration termination of this roster

Where the duration of this roster has been altered please show the reason why

Changes approved by:

Mgr Graphic Services: _____ Shift Sup _____ Work Team rep _____

Roster schedule approved by:

Mgr Graphic Services _____ Date _____

Shift Supervisor: _____ Date _____

Work team Rep. _____ Date _____

P. J. STAUNTON *J.*

Printed by the authority of the Industrial Registrar.

M5 EAST MOTORWAY CONSENT AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Industry Group, New South Wales Branch, an industrial organisation of employers and a State peak Council for Employers.

(No. IRC 6695 of 2004)

Before Commissioner Ritchie

28 January 2005

AWARD**PART A****1. Title**

This Award shall be known as the M5 East Motorway Consent Award 2004.

2. Arrangement

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

PART A - GENERAL

1. Title
2. Arrangement
3. Parties Bound
4. Date of Operation
5. Definitions
6. Not to be used as a Precedent
7. No Extra Claims
8. Objectives
9. Training

PART B - OCCUPATIONAL HEALTH & SAFETY

10. Occupational Health and Safety / Environmental

PART C - TERMS & CONDITIONS

11. Contract of Employment
12. Hours of Work - Guiding Principles
13. Shift Work
14. Overtime
15. Casuals
16. Part-Time Employees
17. Wage Rates & Duties
18. Pay Days
19. Paid Meal Break
20. Rest Breaks
21. Annual Leave
22. Sick Leave
23. Long Service Leave
24. Jury Service
25. Personal/Carer's Leave
26. Bereavement Leave

27. Public Holidays
28. No Duress
29. Superannuation
30. Redundancy
31. Probationary Period

PART D - CONSULTATIVE MECHANISMS

32. Consultative Committee
33. Unions Procedure
34. Disputes Settlement Procedure
35. Anti-Discrimination
36. Employment Security
37. Deduction of Union Membership Fees

3. Parties Bound

This agreement is made between BHEGIS Joint Venture (as defined and hereafter referred to as the "BHEGIS" or "employer"), the following union and employees of the employer when engaged to perform work on the M5 East Motorway (hereinafter referred to as "The M5 East"):

The Australian Workers Union (Greater New South Wales Branch) (AWU).

4. Date of Operation

This Agreement shall operate from the 16 November 2004 and shall expire on 1 October 2007. This award rescinds and replaces the M5 East Motorway Consent Award 2001 published 6 September 2002 (336 I.G. 105).

5. Definitions

Award

The M5 East Motorway Consent Award 2004.

Casual Employee

An Employee hired pursuant to Clause 15. A casual Employee is one who is engaged on an hourly basis and paid as such. A casual Employee, for working ordinary time, shall be paid one thirty-eighth of the weekly wage applicable to the classification level of the individual Employee concerned plus 20%. The loading constitutes part of the casual Employee's ordinary time rate.

Client

The Client is BHBB M5 JV, an unincorporated Joint Venture of which the partners are Baulderstone Hornibrook Pty Ltd and Bilfinger and Berger Pty Ltd.

Contractor

Contractor means any company or corporate body that enters into a direct contract with the Employer to carry out work or to have work performed by a Subcontractor within the Motorway operational areas.

Emergency Services

Emergency services means Fire brigade, Ambulance, NSW Police and SES.

Employee

An Employee means, unless otherwise stated, a person engaged by the Employer under the terms of this Award.

Employer

The Employer is BHEGIS Joint Venture, an unincorporated Joint Venture of which the partners are EGIS Projects Asia Pacific Pty Ltd and Boulderstone Hornibrook Pty Ltd.

Day Work

Day Work means work undertaken between the hours of 0600 and 1800, Monday to Friday that is not part of a shift roster.

Leave Without Pay

Leave Without Pay means any period during which, by prior agreement between the Employee and employer, an Employee is absent from work without payment of wages or holiday and/or leave entitlements.

Motorway

Motorway means the through carriageway from General Holmes Drive, Mascot to King Georges Road, Beverly Hills including all bridges, ramps, services, equipment, underpasses and tunnels connected to or forming part of the through carriageway.

Ordinary Time Rate

Ordinary time rate means the weekly wage pursuant to Clause 17 of this Award divided by 38 hours per week. The ordinary time rate may include casual loadings and is used for the purposes of calculating overtime and shift penalties.

Ordinary Hours

Ordinary hours means 38 hours per week, as varied, pursuant to Clause 12 of this Award. Ordinary rates, ordinary wages, wage rate and ordinary pay shall have corresponding meanings.

Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) includes any safety equipment, which is required to be worn by Employees, contractors and visitors to minimize the risk of injury or illness. This may include but is not limited to hard hats, clothing, hearing protection, safety glasses, fall protection, eye protection, heat and sunburn protection.

Public Holidays

Public Holidays are those gazetted by the state of New South Wales or other such day as is generally observed in a locality as a substitute for such holidays.

Union

Union means the Australian Workers Union (Greater New South Wales Branch) (AWU).

6. Not to Be Used as a Precedent

The parties agree that no attempt will be made to link issues arising on this Motorway with any other issue outside the Motorway and similarly, no acceptance of outside issues being developed on this Motorway.

The parties undertake that the terms and conditions contained in this Agreement will not be used as a basis for, or to progress a claim against any other business unit or division of Baulderstone Hornibrook Pty Ltd, EGIS Projects Asia Pacific Pty Ltd or subsidiary in order to obtain similar arrangements or benefits.

7. No Extra Claims

The parties to this Award undertake that during the period of operation of this Award there shall be no further wage increase or other claims sought, or granted, except for those provided under the terms of this Award.

8. Objectives

The Motorway is a significant NSW Government undertaking to improve transport facilities for Sydney. The M5 East is of key strategic importance for environmental planning in NSW and is a critical link in the completion of the Sydney Orbital Road.

The primary objectives of this Award are:

To establish a best practice organisation with a view of becoming a leader in motorway operations and maintenance;

Establishing effective consultative processes by maintaining a high standard of employer/Employee/union communication and consultation through which all areas of this Agreement may be addressed;

A willingness by Employees to accept total flexibility of jobs and duties, to ensure unimpeded flexibility and inter-changeability such that every individual Employee will perform any task that the Employee is competent to perform provided that such tasks are safe, legal and logical.

Fostering a culture that is committed to operating and maintaining a public facility with the highest quality;

A commitment to the achievement of excellence in occupational health and safety;

To adopt a co-operative and non-adversarial approach to all industrial relations issues;

To ensure that all Employees receive their statutory entitlements.

The parties to this Award are committed to ensuring that:

The Disputes Setting Procedure provided in Clause 24 of this Award is strictly adhered to in the avoidance of disputes;

A culture is established that has a real commitment to operating and maintaining the facility of the highest quality whilst at the same time achieving safety standards;

Working relationships between Employees, the Union and the Employer are developed to promote mutual trust, co-operation and open communication of relevant information and ideas.

9. Training

BHEGIS JV is committed to providing Employees, other support personnel and subcontractors, as applicable, the knowledge and skills that will qualify them to competently and efficiently operate and maintain the M5 East motorway in accordance with the O&M Obligations. The benefits from personal development are greatly enhanced by a joint commitment from the Employer and each individual Employee embarking upon a development program.

The M5 East is a newly constructed state of the art motorway featuring Australia's longest tunnel. The training needs of BHEGIS JV, therefore, arise from the need to establish itself for operations prior to the opening of the motorway, and then to maintain and continuously improve the capabilities of its personnel and its organisation as a whole, during the O&M period.

9.1. Assessments

Employees will undergo regular assessments of skills and knowledge to ensure they are equipped to meet the position requirements. The assessments may include:

Exercises

Exercises requiring staff to demonstrate the use of facilities and systems as well as demonstration of procedural knowledge through tabletop sessions or simulations. The exercises may involve external parties such as the RTA or Emergency Services and will include emergency scenarios such as tunnel evacuation, tunnel closure or catastrophic situations.

Performance Review

Managers will review Employees' performance based on objectives of BHEGIS as well as position requirements. During the cyclical review process further occupational training and development programs may be identified.

On-the-Job Assessments

Staff may be assessed through daily demonstration of operational competencies, procedural knowledge and business rules applied during real-life scenarios. Training completed shall also form part of staff assessment.

Training records, operational competencies, simulation / tabletop exercises and procedural knowledge shall be recorded in a central HR management system database. This is to ensure all personnel have endorsed and validated records of accumulated skills and knowledge matched to position requirements.

PART B

OCCUPATIONAL HEALTH AND SAFETY (OH&S) & ENVIRONMENTAL

10. Occupational Health and Safety / Environmental

10.1. OH&S Objectives

The Employer will provide a work environment that is safe and without risk to the health and safety of Employees, sub-contractors and visitors. All levels of management and Employees will participate in and exercise individual responsibility for their own safety and for the safety of all others in workplaces. An OH&S management system in accordance to AS4801 will be implemented to:

comply, as a minimum standard, with all relevant statutory obligations;

comply, as a minimum with BHBB contract requirements;

continuously improve Occupational Health and Safety (OH&S) performance;

provide adequate resources to establish and maintain safe systems of work; and

provide adequate injury management resources to ensure a timely and safe return to work.

10.2. Environmental Objectives

An environmental management plan in accordance with AS/NZS ISO 14001 may be implemented to:

reduce waste generated by our operation and maintenance activities;

recycle materials and conserve natural resources where practical;

promote environmental awareness among our Employees and the community to conserve and protect environmentally sensitive areas;

achieve continuous improvement by regularly evaluating and reviewing the environmental management program.

10.3. Compliance with Policies and Procedures

The Employer may issue OH&S/Environmental policies and procedures designed to increase safe working practices and conditions, after consultation with Health and Safety Representatives. It is an express condition of employment of all Employees covered by this Award that such policies and procedures will be strictly observed. It is recognised by the parties to this Award that failure to observe specific policies may be grounds for dismissal.

10.4. Personal Protective Equipment (PPE) / Clothing

BHEGIS Management has an obligation of care under legislation to ensure that:

appropriate PPE is provided as necessary; and

personnel are trained in its use, care and maintenance.

It is a condition of employment that PPE is worn in hazardous work environments where other means cannot eliminate the hazard. Employees shall be trained in the correct use, storage and maintenance required for PPE. It shall be the responsibility of each Employee to ensure that PPE is used, kept clean and in good working order.

The following PPE shall be worn at all times except when in the MCC:

Approved reflective traffic vests

Safety footwear (i.e. steel toe caps) and

Sleeved, collared shirts and long pants (singlets and working without a shirt is prohibited).

10.5. Medical Examination

The Employer shall require all new Employees to undergo a full medical examination and in such case offers of employment shall be subject to the Employee passing that medical examination satisfactorily. Ongoing medical assessments (in relation to matters dealing with employment on the M5 East Motorway) and Employee monitoring shall also be undertaken in accordance to regulations and legislative requirements.

All reasonable efforts will be made to ensure that these medical examinations will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by the employer

The employer will maintain records of the medical checks

The medical records shall be made available to the Employee concerned

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

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

If, after all reasonable efforts have been made to have such medical examinations conducted during normal working hours, the employee is still required to attend such medical examination at a time in

excess of ordinary hours a maximum payment of 4 hours (four hours) at the overtime rate of pay for such attendance will be made.

For the purposes of this Clause medical examinations will be conducted by the doctor nominated by the Employer, or following consultation with the Employer by a doctor suitably experienced and qualified to deal with the medical issues arising out of employment on the M5 East Motorway.

10.6. First Aid Allowance

An Employee who has a current senior first aid certificate shall be entitled to an allowance of \$0.25 per ordinary hour worked, and this allowance shall not attract any penalty or premium.

PART C

TERMS AND CONDITIONS

11. Contract of Employment

11.1. Termination of Employment

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

Motorway Patroller

Electrical Technician

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

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

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

12. Hours of Work - Guiding Principles

The following provisions are the guiding principles reflecting the intent of the ordinary span of hours:

The actual hours of work will be structured in a manner designed to achieve maximum continuity of operations without disruption to work flow;

The daily ordinary hours of work shall not exceed 12 hours on any day. However, the daily ordinary hours of work may be altered from time to time but any changes to the roster will be notified to the relevant Employees at least 7 days in advance;

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

12.1. Hours of Work - Day Work

The ordinary hours of work for day workers shall be an average of 38 hours per week averaged over a maximum of 6 week roster cycle to be worked Monday to Friday between the hours of 0600 and 1800.

12.2. Hours of Work - Shift Work

The ordinary hours of work for shift workers shall be an average of 38 hours per week, averaged over a maximum of a 6 week roster cycle. Shift workers will be required to work regularly on Saturdays, Sundays and Public Holidays to cover all operations of the M5 East motorway twenty four hours per day, seven days per week, fifty two weeks per year.

13. Shift Work

13.1. Definitions

Night shift means any part of an ordinary time shift which is worked during the period after 1800 and before 0600 on any weekday, excluding public holidays.\

Saturday shift means any part of an ordinary time shift, which is worked during the 24-hour period between 0000 and 2400 on a Saturday.

Sunday shift means any part of an ordinary time shift, which is worked during the 24-hour period between 0000 and 2400 on a Sunday.

Public Holiday shift means any part of an ordinary time shift, which is worked during the 24-hour period between 0000 at the start of the public holiday and 2400 at the end of that same public holiday.

13.2. Shift Loadings

The following shift loadings shall be applied to the appropriate ordinary time rate in regard to any portion of an ordinary time shift which falls within the times defined under sub clause 13.1, whether or not the ordinary time shift starts before and/or ends after the defined times, provided that such loading shall only apply to that part of the shift which is within the defined times, and shall not apply to the part of the shift (if any) which falls outside the defined times. Shift loadings set out in this clause are not cumulative.

Shift	Loading
Day	Nil
Night	20%
Saturday	50%
Sunday	100%
Public Holiday	150%

For example shift loadings shall be paid as follows:

Example 1: If an employee commences work at 1800 on Sunday and works through to 0600 on Monday (excluding a thirty minute paid meal break) then that Employee would be entitled to the Sunday shift loading (100%) for the first 6 hours of the shift and the appropriate Night shift loading (20%) for the remaining 5.5 hours.

Example 2: If an Employee commences work at 2200 on Monday and works through to 0700 on Tuesday (excluding a thirty minute paid meal break) then that Employee would be entitled to night shift loading (20%) for the first 7.5 hours 2200 to 0600 but would not be entitled to any loading for the hour worked from 0600 to 0700.

13.3. Shift Changes

Shift changes for Motorway Patrollers and Electrical Technicians shall take place in the Motorway Control Centre. In the event of the on-coming Employee not reporting for duty at the normal shift changeover time, the off-going Employee shall remain on duty if the safety of staff or motorists is jeopardized by the absence of the oncoming employee. The Company will endeavour to make alternative arrangements to minimize overtime for the off going employee subject to clause 14.4 (Reasonable Overtime).

Where an Employee is both:

- a. After the expiration of their shift finishing time; and
- b. After leaving the employer's premises, recalled to work without prior notice, the Employee shall be paid at the appropriate rate set out in either clause 14.1 Overtime Penalties.

13.4. Overtime - Shift Work

Full time and part time Employees on shift work are not entitled to both a shift allowance (whether for a shift in respect of a Night, Saturday, Sunday or Public Holiday) and overtime penalty (as defined in sub-clause 14.1). Employees shall be paid the higher of an applicable shift allowance or overtime penalty.

13.5. Shift Loadings Not Cumulative

Shift loadings outlined in sub-clause 13.2 are not cumulative.

14. Overtime

14.1. Overtime Penalties

Employees required to work overtime shall be paid a loading of 50% for the first two hours and for hours worked thereafter a loading of 100%, calculated using the Employees applicable ordinary time rate of pay.

14.2. Consecutive Hours Off Between Shifts

Where overtime is necessary it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between shifts. An Employee who works overtime following the cessation of his/her normal work on one day and who has not at least ten consecutive hours off duty between cessation of overtime and the commencement of his/her next shift, shall, subject to this clause, be released after completion of such overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.

If, on the instruction of the employer, such an Employee resumes work, without having had ten consecutive hours off duty between shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty, without loss of pay.

14.3. Employees Own Arrangement

Sub-clauses 13.3, 14.1 and 14.2 shall not apply when the time worked is by an arrangement between the Employees themselves or when the rotation of shifts (e.g. day to night shift) has necessitated work in excess of the ordinary hours as part of a revised shift roster.

14.4. Reasonable Overtime

- (a) Subject to (b) below, the employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award to meet the demands for the operation and maintenance of the M5 East motorway.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of (b) above what is unreasonable or otherwise will be determined having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

14.5. Time Off in Lieu of Overtime

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 months of the said election. If leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve-month period or on termination.

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

14.6. Make-up Time

A day work Employee may elect, with the consent of the employer, to work 'make-up time', under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary time rate of pay.

A shift work Employee may elect, with the consent of the employer, to work 'make-up time' (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

15. Casuals

15.1. Casual Loading, Allowances and Penalties

A casual Employee shall be paid a casual loading of 20% of the ordinary time rate of pay for all hours worked, which is lieu of annual leave, sick leave, bereavement leave etc. The casual loading shall be included for the purposes of the calculation of shift loadings or overtime payments.

Subject to sub clause 13.2, a casual Employee shall be paid applicable shift allowances.

Subject to sub clause 14.1, a casual Employee shall be paid overtime penalties for hours worked in excess of an average of 38 hours per week in accordance with the shift roster.

15.2. Calculating wages for a Casual Employee

The loading, allowances and penalties outlined in sub clause 15.1 above are paid in addition to the Employee's ordinary time rate of pay.

A casual Employee is not entitled to both a shift allowance outlined in 13.2 or overtime penalties described in sub clause 14.1. The casual Employee shall be paid at the higher of an applicable shift allowance or overtime penalty.

Example:

A casual Employee works a shift from 2200 on Sunday to 0806 Monday (including a paid meal break). The casual Employee will be entitled to the following assuming an ordinary hourly rate of \$15.00 and a 7.6 hour shift:

For those hours worked between 2200 and 2400 on Sunday:

Hourly Rate	\$15.00	plus
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	plus
Sunday Shift Loading (100%)	\$18.00	
Shift Hourly Rate	\$36.00	multiplied x 2 hours
Amount for Hours Worked	\$72.00	

For those hours worked between 0000 and 0300 on Monday:

Hourly Rate	\$15.00	plus
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	plus
Night Shift Loading (20%)	\$3.60	plus
Shift Hourly Rate	\$21.60	multiplied x 3 hours
Amount for Hours Worked	\$64.80	

For those hours worked during the paid meal break 0300 and 0330 on Monday:

Hourly Rate	\$15.00	plus
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	multiplied x 0.5 hours
Amount for Hours Worked	\$9.00	

For those hours worked between 0330 and 0606 on Monday:

Hourly Rate	\$15.00	plus
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	plus
Night Shift Loading (20%)	\$3.60	plus
Shift Hourly Rate	\$21.60	multiplied x 2.5 hours
Amount for Hours Worked	\$54.00	

And

Hourly Rate	\$15.00	
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	multiplied by 0.1 (6 mins)
Amount for Hours Worked	\$1.80	

For those hours worked between 0606 and 0806 on Monday:

Hourly Rate	\$15.00	plus
20% Casual Loading	\$3.00	
Ordinary Time Rate	\$18.00	
Overtime Penalty (50%)	\$9.00	plus
Overtime Rate	\$27.00	multiplied x 2 hours
Amount for Hours Worked	\$54.00	
Total Payment for Shift	\$255.60	

16. Part-Time Employees

A part-time Employee is an Employee, other than a full-time Employee or a casual Employee, engaged to work regular hours each week in accordance with a roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

The ordinary hours of a part-time Employee shall be worked continuously, excluding any paid meal break, and shall not be less than 3 or more than 12 hours.

A part-time Employee may work day work, shift work or continuous shift work.

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

A part-time Employee shall be entitled to sick leave, jury service, bereavement leave and parental leave on a pro-rata basis as calculated as follows:

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

Part-time Employees are entitled to overtime in accordance with Clause 14.1 and shift allowances in accordance with Clause 13.2.

17. Wage Rates & Duties

17.1. Duties

Primary responsibilities of the Electrical Technicians are:

Perform routine mechanical and electrical maintenance tasks;

Ensure the M5 East motorway electrical and mechanical assets are safe and efficient;

Minimise disruption to traffic travelling on the M5 East while maintaining electrical and mechanical equipment and systems;

Liaise with ALSTOM Maintenance crew.

Implement traffic control plans along with other BHEGIS personnel or sub-contractors as required to perform maintenance tasks.

Liaise with Traffic Control Room Operators and/or emergency services to provide assistance in resolving mechanical and electrical incidents efficiently or removing any obstructions to traffic.

Primary responsibilities of the Motorway Patrollers are:

Provide minor maintenance services to motorists whose vehicle is disabled. These services will include towing, fuel, water, tyre changes and minor mechanical repairs.

Respond to incidents that may be observed or reported by the Traffic Control Room (TCR).

Patrol the motorway to ensure the M5 East motorway is safe and efficient;

Minimise disruption to traffic in the event of incidents affecting the M5 East safety by providing a rapid and effective response including the removal of obstructions to traffic;

Perform civil maintenance and environmental activities on the motorway (off-peak)

Provide traffic management assistance to other BHEGIS personnel or sub-contractors as required for planned maintenance activities;

Provide traffic management at the scene of incidents to ensure the safety of the travelling public and "on-site" personnel as well as minor maintenance activities.

Provide assistance to Emergency Services;

Provide reports on any road accident and damage to roadside assets; and

Liaise with operational sub-contractors including towing and breakdown services.

17.2. Wage Rates

This Award contains provision for wage increases of 2% each 6 months payable on the first full pay period on or after 1 April and 1 October of each year until the expiration of this Award.

	Weekly Rates of Pay					
	As at 1/4/2005 \$	As at 1/10/2005 \$	As at 1/4/2006 \$	As at 1/10/2006 \$	As at 1/4/2007 \$	As at 1/10/2007 \$
Electrical Technicians	927.55	946.10	965.02	984.32	1,004.01	1,024.09
Motorway Patrollers	752.24	767.28	782.63	798.28	814.25	830.54

18. Pay Days

Employees covered by this Award shall be paid wages, allowances and expenses each fortnight through electronic funds transfer into a nominated bank account. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Award.

19. Paid Meal Break

Employees who work more than five continuous hours shall be entitled to a Paid meal break of thirty minutes, to be taken approximately mid-way through their work period on either day or shift hours of work. However, the time of taking the Paid meal break may be varied at any time to meet the requirements of the operation and maintenance of the M5 East.

In order to meet the requirements of the operations or maintenance of the M5 East, the employer may direct an Employee to return to work if the Employee is taking a Paid meal break. Should the employer give such a direction to the Employee, the Employee shall be entitled to another Paid meal break, but only for the length of time equal to that part of the Paid meal break which the Employee did not receive because of the direction of the employer.

In recognition of the fact that an Employee may be recalled to work during their Paid meal break, an Employee shall be paid at the Ordinary Time Rate of pay for that Employee's classification during a Paid meal break.

The Paid meal break shall not:

Form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;

Be included for the purposes of calculating Overtime; and

Entitle the Employee to receive any shift allowance or penalty in respect of the Paid meal break apart from that referred to in this clause.

20. Rest Breaks

Employees who work a minimum of four consecutive hours on any day shall be entitled to rest pause of ten minutes duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the employer is necessary.

In order to meet the requirements of the operation or maintenance of the M5 East, the employer may direct and Employee to return to work if the Employee is taking a rest pause in accordance with this clause. Should the employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with this clause, but only for the length of time equal to that part of the rest pause, which the employer did not receive because of the direction of the employer.

21. Annual Leave

21.1. Full Time and Part Time Employees

Except as provided by this clause, the *Annual Holidays Act 1944* (NSW) ('Act') shall apply.

Where a Shift Work Employee takes a period of annual leave, any Saturdays and Sundays falling within that period shall be treated as normal working days for the purposes of calculating the Employee's entitlement to annual leave.

Where an Employee takes a period of annual leave and a Public Holiday falls within that period, the Public Holiday shall not be included as part of the period of annual leave.

In addition to their entitlement to a period of leave under the Act, a full time or part time Employee who is a seven-day shift worker, that is, an Employee who is required under the shift roster to work regularly on Sundays and Public Holidays, shall be allowed one week's leave, payable in accordance with this clause. However, if a full time or part time Employee has only served a portion of the year of employment as a seven-day shift worker, this additional leave shall be one day for every thirty-six shifts worked as a seven-day shift worker.

A full time or part time Employee will be entitled to the following payments while on a period of annual leave as provided by this clause:

- (i) The Employee's Ordinary Weekly Pay for each week that the Employee is on period of annual leave; and
- (ii) The greater of:

All shift allowances (including Saturday and Sunday but not including Public Holiday shift allowances) calculated in accordance with clause 13 which the Employee would have been entitled to receive if they had worked during the period for which annual leave has been taken; or

An Annual Leave Loading of 17.5% of the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of annual leave.

Where the employment of an Employee is terminated by the employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the annual leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with this clause.

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.

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.

For the purposes of this clause 'Ordinary Weekly Pay' means:

For a Full Time Employee - the applicable Ordinary Hourly rate of Pay as set out in sub clause 17.2 for the Employee's classification at the time of taking the period of annual leave plus, where applicable, the weekly amount ordinary received by the Employee in respect of:

Supervisor, First Aid and Leading Hand allowances; and paid meal breaks

For Part Time Employee - the applicable Ordinary Hourly Rate of Pay as set out in sub clause 17.2 for the Employee's classification at the time of taking the period of annual leave multiplied by the Employee's Ordinary Weekly Hours plus, where applicable, the weekly amount ordinary received by the Employee in respect of:

Supervisor, First Aid and Leading Hand allowance; and paid meal breaks

21.2. Casual Employees

Casual Employees engaged under this Agreement shall not be entitled to Annual Leave as set out in Clause 21.1.

22. Sick Leave

A Casual Employee is not entitled to paid sick leave under this Agreement.

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

The Employee shall where practical prior to but definitely within four hours of the commencement of such absence inform the employer of their inability to attend for duty and, as far as practical, state the nature of the injury or illness and the estimated duration of absence.

The Employee shall prove to the satisfaction of the employer, by the production of a medical certificate or other evidence satisfactory to the employer, that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

Full Time Employees shall be entitled to sick leave of up to seventy-six Ordinary Hours for each year of employment, which shall accumulate, from year to year.

Sick leave shall be paid at Ordinary Time rate of Pay as set out for each classification in sub clause 17.2.

The employer reserves the right to refer any Employee for an independent medical opinion at the employer's expense.

Part Time Employees shall be entitled to sick leave on a pro-rata basis as described in this clause.

23. Long Service Leave

The *Long Service Leave Act 1955* shall apply.

24. Jury Service

Casual Employees are not entitled to any jury service under this Award.

Employees required to attend for jury service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the ordinary time rate of pay in respect of those hours the Employee would have worked had the Employee not been on jury service. An Employee shall notify the employer as soon as possible of the date

upon which attendance for jury service is required. Further the Employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

25. Personal / Carer's Leave

25.1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (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.

25.2 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 subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

25.3 Annual Leave

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

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

25.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

26. Bereavement Leave

An Employee other than a casual Employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in later in this clause.

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

Bereavement leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 25.1 (c) (ii) provided that for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.

An Employee shall not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.

An Employee other than a casual Employee shall be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the Employee's spouse (which includes de-facto spouse), or parent (which includes a step-parent or foster parent), and where the Employee travels outside of Australia to attend the funeral.

27. Public Holidays

27.1. Permanent Employees - Entitled to Public Holidays

Permanent Employees shall be entitled to the NSW gazetted Public Holidays without loss of pay, provided that a five-day shift worker (as defined) shall be entitled to such holidays that occur on Monday to Friday inclusive; provided further that an employer shall not alter an Employee's roster for the specific purpose of avoiding the entitlement which is provided under this sub clause.

27.2. Holidays falling on a Day on Which a Seven-Day Shift Worker is Not Rostered to work

Where a public holiday occurs on the rostered day off of a seven-day shift worker, other than a rostered day given pursuant to the provisions of sub clause 12.2 Hours of Work - Shift Work, then if such Employee is not required to work on that day the employer shall pay such Employee ordinary pay for hours in accordance with the shift roster in respect of such day; provided further that the employer may, in lieu of payment of the ordinary hours prescribed in this clause, add a day to the annual leave entitlement of the Employee concerned. Any day or days added to an Employee's entitlement to annual leave in accordance with this clause shall be the working day or working days immediately following the annual leave period to which the Employee is entitled to under clause 21, Annual Leave.

Where the employment of a seven-day shift worker has been terminated and such Employee thereby becomes entitled under Section 4 of the *Annual Holidays Act* 1944 New South Wales, to payment in lieu of an annual holiday, with respect to a period of employment, the Employee shall be entitled also to an additional payment for each day accrued under this sub clause, at the appropriate ordinary rate of pay.

27.3 Union Picnic Day

It is agreed by the parties to this Award that in lieu of the Picnic Day of the Australian Workers' Union (New South Wales Branch), usually taken on the first Monday in December each year, all employees covered by this Award will be paid 12 hours at the ordinary rate of pay in the pay period following the first Monday in December of each year. Provided further that such payment shall only be made to employees who have had at least 3 months continuous service with the Company.

28. No Duress

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

29. Superannuation

The Employer shall, on behalf of each Employee, make a superannuation contribution equivalent to the rate prescribed by the *Superannuation Guarantee Act* 1992 of such Employee's ordinary time earnings to the Australian Public Superannuation (APS) Scheme.

30. Redundancy

Clause 30 shall not apply to casual Employees.

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

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

- a. If an Employee is under 45 years of age the employer shall pay in accordance with the following scale:

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

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

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

In this clause, "Weeks Pay" means:

- i. For a full-time Employee, the applicable ordinary weekly rate of pay for the Employee's classification as set out in Clause 17.2 at the date of termination; and
- ii. For a part-time Employee, the amount equal to the part-time Employee's ordinary weekly hours multiplied by the applicable ordinary hourly rate of pay for the Employee's classification as set out in Clause 17.2 at the date of termination.

31. Probationary Period

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

PART D

CONSULTATIVE MECHANISMS

32. Consultative Committee

The process of the parties to this Award to consult each other about matters involving changes to the organisation or performance of work is through the Company Consultative Committee.

The parties to this Award will no later than 4 months from the date of certification (or longer if mutually agreed) of this Award come to an agreement on the parameters of the operation, training and membership of the consultative committee.

33. Unions Procedure

33.1. Entry

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

33.2. Delegates

The employer recognises the right of its Employees to be represented in their dealings with their employer if they so choose. The site delegate shall be allowed reasonable time during working hours to discuss with the employer or its representative any matter affecting an Employee whom the Union represents. Such discussions should be arranged for times, which are convenient to both parties. Before a delegate moves away from their area of work, permission must first be obtained from the Manager.

34. Disputes Settlement Procedure

The dispute settling procedure shall have an emphasis on the peaceful settlement of disputes and minimisation of lost time within the organisation.

In the event of any dispute between an employer and one or more of its Employees, it is agreed that the following procedure shall be adhered to:

The Employee/s or accredited Employees representative wishing to raise any matter affecting the Employee/s shall:

- (i) Initially raise the matter with the Employee/s immediate supervisor/foreperson. If agreement is not reached at this level, the Employee/s or representative shall then:
- (ii) Raise the matter with the Employer manager or representative. If agreement is not reached at this level and an Employee/s or representative will then:
- (iii) Be provided with telephone facilities to speak to any official of the relevant union and request representation at a further conference to be held at a date and time mutually acceptable.

Should negotiations as prescribed in this sub clause fail, the matter (where appropriate) shall be referred to the relevant employer organisation and the state secretary of the union within five working days, at which level a conference of the parties shall be convened without delay.

In absence of agreement, either party may refer the matter to the Industrial Relations Commission of New South Wales for resolution.

Whilst the above procedure is being affected, work shall continue normally.

35. Anti-Discrimination

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.

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.

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.

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.

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:

Employers and Employees may also be subject to commonwealth anti-discrimination legislation.

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."

36. Employment Security

The Employer shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce. This includes making reasonable efforts to avoid redundancies for the life of this Award.

37. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount,
 - (c) 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
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly, or quarterly basis at the employers election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:

- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5 per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) 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 fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer 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 employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer 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 employer in order for payroll deductions of Union membership fees to cease.
- (viii) The above variations shall take effect:
- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first full pay period to commence on or after 16 December 2004;
 - (b) In the case of employers who do not fall within sub-paragraph (a) above, but who currently make deductions, other than union membership fees deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees pay, or have in place facilities to make such deductions, from the beginning of the first full pay period to commence on or after 16 March 2005;
 - (c) For all other employers, from the beginning of the first full pay period to commence on or after 16 June 2005.

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(913)

SERIAL C3523

EDUCATORS (LIFE EDUCATION) STATE AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5908 of 2004)

Before Commissioner Cambridge

24 January 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salary Scales
4.	No Extra Claims
5.	Annual Leave and Vacation Leave
6.	Public Holidays
7.	Union Representatives
8.	Sick Leave
9.	Personal/Carer's Leave
10.	Other Leave
11.	Long Service Leave
12.	Portability
13.	Terms of Engagement and Information to be Provided to Educators
14.	Superannuation
15.	Hours of Work
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17.	Time in Lieu/Overtime
18.	Professional Education and Development
19.	Redundancy
20.	Disputes Procedures
21.	Anti-Discrimination
22.	Joint Working Party
23.	Leave Reserved
24.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. Definitions

For the purpose of this award:

- (a) "Educator" means a person employed by an employer who has satisfactorily completed basic training as a Trainee, and whose role includes the presentation of Life Education Programs and assistance to the employer in the work of Life Education and shall include persons employed as Trainers.
- (b) "Trainee Educator" means a person accepted by Life Education NSW to undertake a training program for a specified period of time, which is currently 10 weeks but may be varied from time to time by Life Education NSW with any major changes to be advised to the New South Wales Independent Education Union.
- (c) "Casual Educator" means an Educator employed as such on a day-to-day basis. A Casual Educator shall be employed in the place of another employee who is absent for a short-term period where there is a need to supplement the workforce, or in an emergency.
- (d) "Part-time Educator" means an Educator employed for regular days and regular hours less than a Full-time Educator's weekly hours or by agreement with the employee regular days and/or hours. Provided that, where an employee has agreed to work regular days and/or hours, they must be notified of the hours for the next term at least four weeks prior to the cessation of the preceding term.
- (e) "Fixed-term Educator" means an Educator who is engaged to work full-time or part-time for a specified period or periods. Upon appointment a Fixed-term Educator shall be provided with a letter of appointment which shall state the length of engagement, the commencing and finishing time of the engagement and the fact that the length of such an engagement may be varied by agreement.
- (f) "Trainer" means an Educator who has from time to time the responsibility for Trainee Educators in relation to teaching practice.
- (g) "Employer" means Life Education NSW, a company incorporated in New South Wales, or a licensee operating under the auspices of, or under a licence agreement with, Life Education NSW.
- (h) "Union" means the New South Wales Independent Education Union.
- (i) "Working Party" means the working party established under clause 22, Joint Working Party.

3. Salary Scales

- 3.1 The minimum annual rate of salary payable to Full-time Educators shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 3.2 All Educators beginning employment on or after 1 January 2002 shall commence employment, after training on Step 1 of the scale and progress according to normal years of service to Step 10 of the scale.
- 3.3 Payment of Salary
 - (a) The salary payable to any Educator pursuant to this clause shall be payable fortnightly.
- 3.4 Payment of Part-time and Casual Educators
 - (a) Part-time and Casual Educators shall be paid an hourly rate calculated as follows:

$$\text{Hourly rate} = \frac{\text{annual rate for Full-time Educator}}{52.14 \times 37.5}$$
 - (b) In addition, a Casual Educator shall be paid an additional amount of 20% of the applicable hourly rate.

Provided that the maximum rates payable to Casual Educators shall be Step 5.

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

3.5 Payment of Trainee Educators

Trainee Educators will be paid a weekly wage of \$550.00 per week for the period of training or a maximum of 10 weeks, after which time the educators will commence on Step 1.

3.6 Payment of Trainers

Trainers shall receive a daily allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to their normal salary on any day on which they are required to work with one or more Trainee Educators. Payment of such allowance shall be for any additional time worked as a result of training duties on that day.

3.7 Travelling Expenses and Allowances

(a) Travelling Expenses

An Educator who is regularly required to use his or her vehicle in the performance of work, other than travel to a static centre or nominated office, shall be paid a vehicle allowance to cover all expenses in accordance with Item 2 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates. In calculating distance travelled:

- (i) Subject to subparagraph (iv) of this paragraph, where an Educator travels from home to varying places of employment, all kilometres travelled shall be included (including travel to and from work), provided that a distance of 25 kilometres for each day on which the travel is claimed shall not be counted.
- (ii) Where an Educator stays away from home overnight in the performance of work, all travel reasonably incurred in the course of work while the Educator is absent from home shall be included; provided that 25 kilometres for each such trip away from home shall not be counted.
- (iii) An Educator who lives outside the region covered by the employer shall not be entitled to claim travelling allowance from home to the region, except where there is express agreement between the Educator and the employer on this issue.
- (iv) Where the provisions of subparagraph (iii) of this paragraph apply, an Educator will not be entitled to payment for the first 25 kilometres travelled within the boundary of the region. An Educator will be entitled to a motor vehicle allowance for any kilometres travelled by an Educator in excess of 25 kilometres within the boundary.
- (v) This subclause contains minimum conditions and does not preclude a Committee and an Educator reaching agreement on more favourable conditions.

(b) Accommodation

- (i) Where an Educator is required to stay away from home in the performance of work for up to one week, the Educator shall be provided with motel accommodation (or other similar accommodation) and shall be paid an allowance as set in Item 3 of the said Table 2 for all meals (including breakfast).
- (ii) Where an Educator stays away from home in the performance of work and is not provided with motel accommodation, the Educator shall be provided with suitable accommodation with cooking facilities and shall receive an allowance as set out in the said Item 3 for all meals.

- (iii) Where a Trainee Educator is required to stay away from home to attend initial training, the Trainee Educator shall be provided with suitable accommodation agreed upon between the Trainee Educator and the employer and shall be paid an allowance as set in the said Item 3.
- (iv) The parties to this award agree that it is reasonable that an Educator be entitled to stay overnight if the Educator would, if he or she did not stay away, be required to travel more than two hours each way or work more than 12 hours continuously in one day. Nothing in this subparagraph means that an Educator may be required to stay away from home.

(c) Meal Allowance for Finishing Work Late

Except as provided in paragraph (b) of this subclause, where an Educator is required to work after 6.00 p.m. and the Educator is not provided with a meal, the Educator shall be reimbursed for an evening meal by an amount of up to the amount set in Item 4 of the said Table 2.

(d) Other Expenses

Travelling and other out-of-pocket expenses (other than those covered by the provisions of the preceding paragraphs of this subclause) reasonably incurred by an Educator or Trainee Educator in the performance of work required by the employer shall be reimbursed by the employer.

3.8 Incremental Date

For the purposes of this clause, normal incremental date shall mean the annual anniversary date of an Educator's employment with the employer.

The incremental date of an Educator who has taken a period of leave without pay shall be altered by adding the period of such leave without pay to the incremental date applicable to the Educator prior to the leave without pay.

3.9 Transitional Arrangements

Educators employed prior to 1 January 2002 on the salary scale as represented in Column A of the table below shall on or after 1 January 2002 be engaged on the corresponding Step as represented in Column B of the same table and shall progress according to their normal increment date.

Column A	Column B
Educators (Life Education)(State) Award Level prior to 1 January 2002	New Step on or after 1 January 2002
1	1
2	1
3	1
4	1
5	2
6	3
7	4
8	5
9	6

10	7
11	8
12	9
13	10

4. No Extra Claims

The Union undertakes not to pursue any extra claims, award or over-award, except when consistent with the State Wage Case principles and until further order of the Industrial Relations Commission of New South Wales.

5. Annual Leave and Vacation Leave

- 5.1 This clause shall apply in lieu of the corresponding provisions of the *Annual Holidays Act 1944*.
- 5.2 Subject to subclause 5.3 of this clause, from 1 February 2003, every Educator shall be entitled to eight weeks' paid leave (inclusive of public holidays which fall within that time with the exception of Christmas Day, Boxing day, New Years Day and Australia Day), to be taken at a time convenient to the employer. The timing of annual leave is to be subject to appropriate consultation with Educators and will take into account individual needs.
- 5.3 An Educator may be required to attend work during school vacation periods for the purpose of attending conferences, in services and other duties as required by the employer. An Educator may not unreasonably refuse to take their annual leave at a particular time.
- 5.4 Notwithstanding the provisions of any other clause, where an Educator commences employment after 1 February in any year and such employment is to continue into the next year:
- (a) The Educator's anniversary of employment for the purposes of calculation of payments under this clause shall in each succeeding year of employment be 1 February.
 - (b) The Educator shall be entitled to annual leave for the period commencing from the date of employment to the following 1 February, which shall be equal to that fraction of eight weeks as the number of weeks that period bears to the number of weeks in a year.
 - (c) Application for leave shall require approval by the employer. However, in most cases, leave is most likely to be taken during school vacation periods.
- 5.5 Where an Educator's employment is terminated during the calendar year, he or she shall be entitled to be paid for that fraction of eight weeks' annual leave as is equal to the fraction which the number of weeks worked by him or her in that year bears to the number of working weeks in a full calendar year.

6. Public Holidays

- 6.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day or any other day gazetted as a public holiday for the State shall be holidays for the purposes of this award.
- 6.2 Full-time and Part-time Educators shall be entitled to the above holidays without loss of pay, provided that an Educator shall only be paid for such holidays as occur on those days on which he or she normally works.
- 6.3 Where an Educator is required to work on a public holiday as specified in subclause 6.1 of this clause, such work shall be paid for at the rate of double time and one half the ordinary time rate with a minimum payment of two hours.

7. Union Representatives

- 7.1 The employer shall permit the Union Representative in the centre to post Union notices relating to the holding of meetings on a common room noticeboard.

- 7.2 The Union Representative shall be permitted in working hours (other than timetabled teaching time) to interview the employer on Union business. Such interview shall take place at a time and place convenient to both parties.
- 7.3 Meetings of Union members who are employed at the centre may be held on the centre premises at times and places reasonably convenient to both Union members and the employer in non-working time.

8. Sick Leave

- 8.1 Any Full-time, Temporary or Part-time Educator 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) During the first year of service with the employer, the period of sick leave shall not exceed eight working days.
 - (b) After the first year of service with the employer, the period of sick leave shall, subject to subclause 8.2 of this clause, not exceed in any year of service 10 working days per annum.
 - (c) An Educator shall not be entitled to sick leave for any period in respect of which such Educator is entitled to workers' compensation.
 - (d) An Educator shall not be entitled to be paid sick leave unless he or she notifies the employer or employer representative of the centre, prior to the commencement of the first organised activity at the centre 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 Educator took all reasonable steps to notify the employer/employer representative or was unable to take such steps.
 - (e) In respect of any absence in respect of sickness beyond two consecutive working days, the Educator shall, upon request, provide a medical certificate addressed to the employer.
 - (f) Notwithstanding the provisions of paragraph (a) of this subclause, the sick leave entitlement of a Part-time Educator shall be in that proportion which his or number of working hours in a week bears to the number of working hours of a Full-time Educator.
- 8.2 Sick leave shall accumulate from year to year as follows:
- (a) The maximum accumulation shall not exceed 40 days.
 - (b) Accumulation in accordance with this subclause shall commence in respect of years of service from the date of the Educator's employment.
 - (c) A Part-time Educator shall accumulate sick leave entitlements pursuant to the provisions of this subclause in that proportion which the Educator's number of working hours in a full week bears to the number of working hours which a Full-time Educator is normally required to work.

9. Personal/Carer's Leave

- 9.1 Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (c)(ii) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 8, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require

care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this 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 of the day of absence.

9.2 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 subparagraph (c)(ii) of subclause 9.1 of this clause who is ill.

9.3 Annual Leave

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

9.4 Time Off in lieu of Payment for Overtime

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

9.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

10. Other Leave

10.1 Parental Leave

See Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

10.2 Jury Duty

An Educator required to attend for jury service shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such service, and the wage he or she would have received had he or she not been on jury service.

10.3 Personal and Private Leave

An Educator shall be entitled to a maximum of three days' paid leave per annum for personal and private reasons which shall encompass paternity and adoption leave, leave for attendance at examinations or any other reasonable purpose of a personal or private nature.

10.4 Bereavement Leave

- (a) An Educator, other than a casual teacher, shall be entitled to a maximum of two days' bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in paragraph (c) of this subclause.
- (b) The Educator must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (c) 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 (c)(ii) of subclause 9.1 of clause 9, Personal/Carer's Leave, provided that, for the purpose of bereavement leave, the Educator need not have been responsible for the care of the person concerned.
- (d) An Educator shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.

- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses 9.2, 9.3, 9.4 of the said clause 9. In determining such a request, the employer will give consideration to the circumstances of the Educator and the reasonable operation requirements of the business.

11. Long Service Leave

11.1 Applicability of the *NSW Long Service Leave Act 1955*

The *Long Service Leave Act 1955*, except in so far as expressly varied by the provisions of this clause, shall apply to Educators under this award.

11.2 Quantum of Leave

The amount of long service leave to which an Educator shall be entitled shall be:

- (a) In the case of an Educator who has completed at least 10 years' service with the employer, the period of paid leave shall be:
 - (i) in respect of 10 years' service so completed, 1.3 weeks per annum; and
 - (ii) in respect of each additional year of service with the employer since the Educator last became entitled to long service leave, 1.3 weeks; and
 - (iii) on the termination of the Educator's services, in respect of the number of years' service with the employer completed since the Educator last became entitled to an amount of long service leave, a proportionate amount on the basis of 1.3 weeks for one year's service.
- (b) In the case of an Educator who has completed at least eight years' service but less than 10 years with an employer and whose services are terminated or cease for any reason, a proportionate amount on the basis of 1.3 weeks per annum.
- (c) In the case of an Educator who has completed with an employer at least five years' service, and whose services are terminated by the employer for any reason other than the Educator's serious and wilful misconduct, or by the Educator on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Educator, be a proportionate amount on the basis of 1.3 weeks per annum.
- (d) This subclause shall not apply where an Educator has taken long service leave before 1 January 2002.

11.3 Calculation of Entitlement

- (a) The amount of long service leave to which an Educator shall be entitled shall be calculated from the first day of continuous service.

12. Portability

For the purposes of entitlement to annual leave, sick leave, long service leave and superannuation pursuant to this award, prior continuous service with an employer, as defined, shall be recognised. "Continuous service" means service with an employer which is not interrupted by a period of more than six weeks. However, if an employee were to leave an employer and have been paid their long service leave entitlements, and subsequently be re-employed by an employer, within six weeks, their previous service would not be recounted for long service leave purposes.

13. Terms of Engagement and Information to be Provided to Educators

- 13.1 The employer shall provide an Educator on appointment with a letter stating, inter alia, the classification and rate of salary as at appointment and an outline of superannuation benefits available to Educators.

- 13.2 The employment of any Educator shall not be terminated without at least four weeks' notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice. The Union and an employer recognise the desirability of maximising the period of notice and both parties agree to give as much advanced notice as possible.
- 13.3 The foregoing shall not affect the right of the employer to dismiss summarily any Educator for incompetence, misrepresentation, neglect of duty or other misconduct.
- 13.4 Upon the termination of service of an Educator, the employer shall provide a statement of service setting out the length of service, the promotion positions held and any special and/or additional duties performed by such Educator.
- 13.5 The employer may direct an Educator to carry out such duties as are within the limits of the Educator's skill, competence and/or training.

14. Superannuation

14.1 Definitions

For the purposes of this clause:

- (a) "Basic Earnings" means the minimum rate of salary and the amount of any allowance prescribed from time to time in clause 3, Salary Scales.
- (b) "Fund" means the Non-Government Schools Superannuation Fund.
- (c) "Qualified Employee" means an Educator (other than a Casual Educator) who has completed not less than 20 days' service (or equivalent).

14.2 Benefits

- (a) Except as provided in paragraph (c) and (d) of this subclause, each employer shall, in respect of each qualified employee employed by it, pay contributions to the Fund at the rate of 3% of the Educator's basic earnings.

Note: An employer also has an obligation to pay superannuation in addition to the 3% pursuant to Superannuation Guarantee Legislation

- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of an Educator in respect of a period when that Educator is absent from his or her employment without pay.
- (d) Contributions shall be calculated from the beginning of the first pay period commencing on or after the qualified employee's date of engagement and shall be paid as soon as reasonably possible thereafter.
- (e) An Educator shall advise the employer in writing of the Educator's application to join the Fund pursuant to this award.
- (f) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award.

- (g) An employer shall make contributions in respect of all days worked at the Life Education Centre by a qualified employee other than a Casual Educator, including those days worked before the Educator became a qualified employee.

14.3 Records

The employer shall retain all records relating to the calculation of payments to the Fund for a period of six years.

15. Hours of Work

15.1 The normal hours of work of an Educator shall not exceed 38 hours per week, between the hours of 8.00 a.m. and 6.00 p.m., Monday to Friday. The Educator will be required to present Life Education programs, perform promotional activities and administration duties. Any time required to be worked in excess of 38 hours per week and averaged over the pay period shall accrue as time in lieu in accordance with clause 17, Time in Lieu.

15.2 Educators shall be entitled to a lunch break of a minimum 30 minutes' duration per day, which time shall be free of meetings, teaching or other activities.

15.3 Travelling Time

- (a) Upon commencement of employment of an Educator, the employer shall designate a region within which that Educator shall be engaged.
- (b) The designated region shall remain fixed for the duration of that Educator's employment. Provided that the region may be changed at any time with written agreement between employer and an Educator.
- (c) Travel to and from home to a mobile classroom within an Educator's designated region shall not count as time worked, provided that, where:
 - (i) a metropolitan Educator is required by the employer to travel to work situated outside their designated region, all time spend travelling outside that region shall be treated as time worked; or
 - (ii) a non-metropolitan Educator is required by the employer to travel in excess of 30 minutes each way within their designated region, all time spent travelling in excess of the 30 minutes each way shall count as time worked.

(Notation: The parties agree to review the operation of subclause 15.3 of this clause within 12 months of its commencement).

16. Training Period

16.1 All Trainee Educators shall be appointed as temporary employees for the 10-week training period or as varied from time to time. Subject to satisfactory completion of training, Trainee Educators will be offered continuing employment as Educators on Step 1 of the salary scale.

16.2 Where a Trainee Educator is appointed to an Educator position, service for all purposes shall be deemed to be continuous from the time of commencement of the training period.

16.3 Trainee Educators shall receive industry superannuation in terms of clause 14, Superannuation, from the commencement of the training period.

17. Time in Lieu/Overtime

- 17.1 An Educator shall be entitled to time in lieu at the rate of time and one half of ordinary time for all hours of work required by the employer in excess of normal hours as specified in subclause 15.1 of clause 15, Hours of Work, including travelling time in accordance with subclause 15.3 of the said clause 15.
- 17.2 For work performed in excess of the normal hours of work specified in the said subclause 15.1 which is required by the employer and which is performed on a Saturday or Sunday, time in lieu shall accumulate at one and a half times the ordinary rate.
- 17.3 Such time in lieu shall accumulate and may be taken at mutually agreeable times, either as single days in lieu or added to annual holiday entitlements, provided that such leave shall be taken before the start of the next school year.
- 17.4 Any time in lieu accrued at the date of termination of an Educator shall be paid out at the rate prescribed in subclause 17.1 of this clause.

18. Professional Education and Development

- 18.1 Workshops may be provided to aid in the professional development of all Educators, as well as assisting Educators in their presentation of Life Education programs and their understanding of company policies, strategic plans and developments.
- 18.2 Educators shall be required to attend any compulsory workshops organised by Life Education (NSW).
- 18.3 All Educators shall be required to attend the annual Life Education State Educators Conference.
- 18.4 Special workshops shall be held for Trainers, to assist with program content, curriculum development, general training methods and the training programs. Trainers may be required to attend all Educator workshops each year.

Notation: The parties to the award acknowledge the importance of professional education and development and the role it plays in the provision of services. It is agreed that compulsory in-servicing and training will only be held during the educators ordinary working time. Compulsory conferences and in-services shall not ordinarily be held on Saturdays and Sundays.

19. Redundancy

- 19.1
 - (a) This clause shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this award, the provisions of this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or, in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- 19.2 Employers Duty to Notify and Discuss

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) The employer shall discuss with the employees affected and the Union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- (c) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the 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.

19.3 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 done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 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 of the employees concerned.
- (c) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

19.4 Notice for Changes in Production, Program, Organisation or Structure

- (a) This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with subclause 19.2 of this clause.
- (b) 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

- (c) 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.
- (d) 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.

19.5 Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subclause 19.2 of this clause.

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

19.6 Time Off during the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

19.7 Employee Leaving during the Notice Period

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

19.8 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.

19.9 Notice to Centrelink

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

19.10 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.

19.11 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 19.2 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the

former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

19.12 Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause 19.4 of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:
- (b) 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

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

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

- (d) 'Week's Pay' means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances provided for in the relevant award.
- (e) Where an employee is subject to a reduction of working hours of six or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs (b) and (c) of this subclause.

19.13 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 19.12 of this clause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 19.12 of this clause will have on the employer.

19.14 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 19.12 of this clause if the employer obtains acceptable alternative employment for an employee.

20. Disputes Procedures

- 20.1 It is the intention of the parties to this award to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- 20.2 The parties further agree that, subject to the provisions of the *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
- (a) The employee should notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting and state the remedy sought.
 - (b) The grievance should, wherever possible, be settled by discussion at the workplace between the employee and a nominated representative of the Life Education Committee or other executive body of the Committee.
 - (c) At the conclusion of the discussion, the employer must provide a response to the employee's grievance and, if the matter has not been resolved, the response should include the reasons for not implementing the proposed remedy.
 - (d) If agreement has not been reached between the employee and the employer, the employee may request the New South Wales Independent Education Union to discuss the dispute with the employer or nominated representative of the employer (such as a member of the Joint Working Party).
 - (e) Whilst the foregoing procedure is being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 20.3 Nothing in this clause shall remove the right of the New South Wales Independent Education Union or the employer to refer a dispute to the Industrial Commission of New South Wales pursuant to the *Industrial Relations Act 1996*.
- 20.4 The employer shall adopt procedures to deal with concerns relating to the performance of an Educator.

21. Anti-Discrimination

- 21.1 It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 21.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award, parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 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.
- 21.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempt for anti discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination on any State or Federal jurisdiction.

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

Notes

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

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

22. Joint Working Party

- 22.1 A Joint Working Party shall be formed comprising the New South Wales Independent Education Union, Life Education NSW representatives and/or their nominees.
- 22.2 The Working Party shall consider agreed matters and shall meet as agreed.

23. Leave Reserved

- 23.1 The parties agree to engage in productive and meaningful discussions concerning the development of the award's classification structure during the term of this award. Leave is reserved to the parties to apply to the Industrial Relations Commission of NSW should agreement not be reached.

24. Area, Incidence and Duration

- (a) This award shall apply to all persons employed as Educators or Trainee Educators by employers, as defined, and shall take effect from 1 January 2004, except for subclause 3.6 and paragraphs (a),(b)and (c) of subclause 3.7 of clause 3, Salary Scales, which shall take effect from 1 January 2005, and shall remain in force until 31 December 2005.
- (b) This award rescinds and replaces the Educators (Life Education) (State) Award 2002 published on 4 July 2003 (340 I.G. 228) and all variations thereof.

PART B

MONETARY RATES

Table 1 - Salaries

Step	Annual Salary from the first full pay period on or after 1 January 2004 (4%) \$	Annual Salary from the first full pay period on or after 1 January 2005 (5%) \$
1	38749	40686
2	40851	42894
3	42956	45104
4	45065	47318
5	47168	49526
6	49272	51736
7	51380	53949
8	53484	56158
9	55588	58367
10	57602	60482

Note: The above annual salaries include the payment of annual leave loading pursuant to subclause 6.2 of clause 6, Annual Leave Loading.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description		Amount \$	
1.	3.6	Trainer's Allowance		28.12	
2.	3.7(a)	Ordinary Car 1600cc (1.6 litre) or less	Rotary Engine Car 800cc (0.8 litre) or less	0.51	
		1601cc-2600cc (1.601 litre-2.6 litre)	801cc-1300cc (0.801 litre-1.3 litre)		0.61
		2601cc (2.601 litre) and over	1301cc (13.01 litre) and over		0.62
3.	3.7(b)(i)	Living Away from Home		37.06	
4.	3.7(c)	Staying Late - Meal Allowance		up to 18.53	

Note: Items 3 and 4 to be adjusted for CPI increases.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1131)

SERIAL C3404

AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS EMPLOYED BY THE OFFICE OF THE BOARD OF STUDIES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of the Board of Studies.

(No. IRC 458 of 2004)

Before Mr Deputy President Grayson

10 November 2004

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Anti-Discrimination
4.	Marking Rates - Base Rates
5.	Marking Rates (Written)
6.	Examining Rates (Practical)
7.	Meal Allowance
8.	Travel and Living Allowance
9.	Advisers
10.	Minimum Payment
11.	Superannuation
12.	No Further Claims
13.	Hours of Work
14.	Conditions of Examining and Marking
15.	Examination Procedures
16.	Recruitment of Examiners and Assessors
17.	Performance Development
18.	System Improvements
19.	Dispute Resolution Procedures
20.	Duties as Directed
21.	Termination of Services
22.	Goods and Services Tax
23.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Base Rates

Table 2 - Allowances for Advisers

Table 3 - Other Rates and Allowances

2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.

- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Employees" means Advisers, Assessors and Examiners employed by the Office of the Board of Studies.
- 2.5 "Examination Headquarters" means the Sydney Conservatorium of Music.
- 2.6 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.7 "General Manager" means the Department Head of the Office of the Board of Studies, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the Public Sector Employment and Management Act 2002 and Public Finance and Audit Act 1983, and other relevant legislation and regulations.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the Public Sector Employment and Management Act 2002 by the Office of the Board of Studies, New South Wales and accountable to the General Manager of the Office of the Board of Studies, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.

3. Anti-Discrimination

- 3.1 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.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;

- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.5 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 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.

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.

5. Marking Rates (Written)

- 5.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be adjusted according to movements in the applicable meal allowance rates as contained in Division 3, Meals - Generally, of the Public Sector Employment and Management General Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied or its successor.

8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on, and shall be adjusted by movements in, the Industrial Authority's Transport Allowances Rates for motor vehicles whose engine capacity exceeds 1,600 cc applied to an average 40 km.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:
- 8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or
 - 8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or
 - 8.2.3 the rate pursuant to subclause 8.1 of this clause.
- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the Public Sector Employment and Management Act 2002 or the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied or its successor.
- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management (General) Regulation 1996 or the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied or its successor.

9. Advisers

- 9.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:
- 9.1.1 syllabus development and interpretation;
 - 9.1.2 examination practice and procedures;
 - 9.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
 - 9.1.4 other duties as directed by the State Manager.
- 9.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

10. Minimum Payment

- 10.1 No examiner scheduled to conduct examinations on any day shall be paid for less than four hours, calculated in accordance with this award, from the time examining commences.

11. Superannuation

- 11.1 All examiners, assessors and advisers shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

12. No Further Claims

- 12.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2005 in relation to matters expressly contained in this award.

13. Hours of Work

- 13.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 13.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 13.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 13.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Public Sector Employment and Management Act* 2002.
- 13.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 13.6 Travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

14. Conditions of Examining and Marking

- 14.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 14.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 14.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

15. Examination Procedures

- 15.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

16. Recruitment of Examiners and Assessors

- 16.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:

16.1.1 relevant music and/or speech and drama qualifications;

16.1.2 developed skills in teaching and performance;

16.1.3 excellent interpersonal skills;

16.1.4 communications skills and ability to articulate concepts clearly;

16.1.5 constructive, supportive and analytical report writing skills;

16.1.6 sound understanding of the stylistic elements essential to performance;

- 16.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
- 16.1.8 demonstrate a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 16.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

17. Performance Development

- 17.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 17.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
- 17.1.2 provide work reports to examiners and assessors who need these for employment purposes;
- 17.1.3 assist examiners and assessors whose performance is causing concern.
- 17.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 17.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

18. System Improvements

- 18.1 The AMEB (NSW) acknowledges its continuing obligation to:
- (a) provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
- (b) ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 18.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

19. Dispute Resolution Procedures

- 19.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 19.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
- 19.1.2 If the dispute is not resolved at this level, the matter shall be referred to the General Manager, Office of the Board of Studies, or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

19.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

20. Duties as Directed

- 20.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.
- 20.2 Any directions issued by the State Manager pursuant to subclause 20.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

21. Termination of Services

- 21.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

22. Goods and Services Tax

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

23. Area, Incidence and Duration

- 23.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) examiners, assessors and advisers.
- 23.2 This award rescinds and replaces the Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers employed by the Office of the Board of Studies Award published 18 May 2001 ref (324 IG 1005).
- 23.3 This award takes effect on and from 1 January 2004 with a nominal term until and including 31 December 2005.

PART B

MONETARY RATES

Table 1 - Base Rates

	Amount per hour \$
Base Rate on and from 1 January 2003	49.48
Base Rate on and from 1 January 2004	52.20
Base Rate on and from 1 July 2004	53.77
Base Rate on and from 1 January 2005	55.65

Table 2 - Allowances for Advisers

Advisers per annum allowance	On and from 1/1/03 \$	5.5% On and from 1/1/04 \$	3.0% On and from 1/7/04 \$	3.5% On and from 1/1/05 \$
Level 1: candidature 0 to 100	585	617	636	658
Level 2: candidature 101 to 3,000	1,170	1,234	1,271	1,316
Level 3: candidature 3,001 to 15,000	1,755	1,852	1,908	1,975
Level 4: candidature over 15,001	2,339	2,468	2,542	2,631

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	13.20
2	8.2	Travel allowance per km outside metropolitan area: - up to 8,000 km per annum - over 8,000 km per annum	0.720 0.255

J. P. GRAYSON *D.P.*

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(4059)

SERIAL C3445

RURAL LANDS PROTECTION BOARDS SALARIES AND CONDITIONS AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Council of Rural Lands Protection Board.

(No. IRC 6420 of 2004)

Before Commissioner Macdonald

23 November 2004

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Basic Wage
1A	Parties
1B	Demarcation
2.	Definitions
3.	Industry and Scope of Award
4.	Contract of Employment
5.	Classifications and Salary Structures
6.	Competency and Training
7.	Hours of Work
8.	Overtime
9.	Recreation Leave
10.	Recreation Leave Loading
11.	Long Service Leave
12.	Public Holidays
13.	Special Leave
14.	Short Leave
15.	Sick Leave
15A.	State Personal and Carer's Leave Case - August 1996
16.	Parental Leave
17.	Dissolution of a Board
18.	Change, Redundancy and Termination
19.	Removal Expenses
20.	Conference Attendance and Industrial Leave
21.	Living Allowance
22.	Travelling Allowance
23.	Accommodation Allowance
24.	Camping Allowance
25.	Protective Clothing and Equipment
26.	Horse Allowance
27.	Dog Allowance
28.	Flying Allowance
29.	Motor Vehicle Usage and Allowance
30.	Telephone Expenses
31.	Home Office Allowance
32.	Deduction of Association & Union membership fees
33.	Indexation of Allowances

34. Dispute Settling Procedures
35. No Extra Claims
36. Anti-Discrimination
37. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

Table 3 - Long Service Leave Accrual

PART A

1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

1A. Parties

The parties to this award are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) The State Council of Rural Lands Protection Boards, and
- (iii) The Australian Workers' Union, New South Wales.

1B. Demarcation

It is recognised by the parties to this award that the Union shall have coverage of the Level 1, Level 2, and Senior Field Assistant classifications and that the Association shall have coverage of all other classifications under the award being Customer Service Officers, District Veterinarians, Executive Officers, Managers, Office Coordinators, and Rangers.

2. Definitions

- 2.1 "The Board" shall mean those Rural Lands Protection Board(s) in which the employee serves.
- 2.2 "Headquarters Board" shall mean the Board in whose district the headquarters of an employee is situated.
- 2.3 "Chairperson" shall mean the Chairperson of the Rural Lands Protection Board.
- 2.4 "Director" shall mean those persons duly elected or appointed as Directors under the *Rural Lands Protection Act*.
- 2.5 "Department" shall mean the NSW Department of Primary Industries.

- 2.6 "Council" shall mean the State Council of Rural Lands Protection Boards
- 2.7 "Industrial Committee" shall mean the Rural Lands Protection Boards (State) Industrial Committee
- 2.8 "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union.
- 2.9 "Union" shall mean The Australian Workers' Union, New South Wales
- 2.10 "Joint Consultative Committee" shall be a committee comprising one member of each vocational group and a nominee of the Association and the Union and not more than an equal number of members of the State Council Industrial Committee.
- 2.11 "Legal Training Courses" shall mean those Legal Training Courses conducted by the Department or State Council.
- 2.12 "Administrative Officer" shall mean that category of employee qualified and appointed to serve the administrative requirements and duties of a Rural Lands Protection Board.
- 2.13 "Customer Service Officer" shall mean that category of employee qualified and appointed to assist in the administrative requirements and duties of the Rural Lands Protection Board.
- 2.14 "District Veterinarian" shall mean that category of employee employed to carry out duties under section 43 of the *Rural Lands Protection Act* 1998, qualified and appointed to a district.
- 2.15 "Executive Officer" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- 2.16 "Field Assistant" shall mean that category of employee qualified and appointed to assist in the field operations of the Rural Lands Protection Board.
- 2.17 "Manager" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- 2.18 "Office Coordinator" shall mean that category of employee qualified and appointed under clause 5.4.4 of this Award.
- 2.19 "Ranger" shall mean that category of employee qualified and appointed to perform duties as Ranger in a Board's district.
- 2.20 "Temporary Employee" is one who is employed for a fixed term.
- 2.21 "Casual Employee" is one who is employed from time to time to do work as and when required with employment being a series of hourly or daily hirings. The employment ends at the completion of each engagement.
- 2.22 "Month" shall mean calendar month.

3. Industry and Scope of Award

This award shall apply to the employment relationship between Rural Lands Protection Boards and the employees of Boards for whom terms and conditions of employment are included in this award, in the performance of work within each Board's district in or in connection with or incidental to the Rural Lands Protection Act, the Stock Diseases Act, and any other relevant legislation, including the following:

- (a) the levying and collection of general and animal health rates in respect of rateable land;

- (b) the provision of animal health services;
- (c) the care, control and management of travelling stock reserves and camping reserves;
- (d) the care, control and management of stock watering places;
- (e) the suppression and destruction of pest animals and pest insects;
- (f) registering stock brand designs, earmark designs, ear tattoo designs, tail tags and other means prescribed by the relevant regulations for identifying stock on holdings; and
- (g) any other duties as required by a Board that are relevant to such legislation.

4. Contract of Employment

4.1 Wherever possible, full-time employment should be implemented.

4.2 Part-time Employees -

- (a) Boards may employ persons on a part-time basis in any area of operation of the Board. A part-time employee is, for all purposes of the 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.
- (b) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the Board and such agreement shall be set out in writing, provided that, in the absence of an agreement, the minimum number of hours worked shall be seven hours 36 minutes (i.e. one day).
- (c) Once the hours to be worked are agreed upon, any time worked at the direction of the Board by part-time employees in excess of 38 hours per week shall be deemed to be overtime and the overtime provisions of this award shall apply.
- (d) A part-time employee may work less than five days per week.
- (e) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
- (f)
 - (i) A person who is initially employed to work part-time may elect to work full-time at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who, with the approval of the Board, elects to work part-time for a set period will be guaranteed the right of return to full-time work at the end of the period, provided that this is specified, negotiated, and agreed in writing by the Board at the outset.
 - (iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
- (g) Job sharing - The policy of job sharing is agreed. Procedures will be as agreed between the parties to this award.
- (h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained elsewhere in this award shall be used.

4.3 Temporary Employees -

- (a) Boards may employ persons on a temporary basis.
- (b) The period of employment shall be notified in writing to the employee at the commencement of the employment and any extensions thereof.
- (c) Such persons shall be entitled to the appropriate award salary rate and conditions during the term of the employment.

4.4 Casual Employees - Boards may employ persons on a casual basis.

Such persons shall be paid the appropriate salary rate on a pro rata basis, plus 15 per cent, together with 1/12 of 115 per cent pro rata salary in accordance with the *Annual Holidays Act 1944*.

5. Classifications and Salary Structures

The award is a paid rates award and the salaries set out in Part B - Monetary Rates, are the maximum salaries payable to the classifications unless the Council, pursuant to Section 24 (2) (g) of the Rural Lands Protection Act otherwise determines. Individual staff of a Board are entitled to salary sacrifice that part of their salary as agreed between the staff member and the Board. A Board shall, on the request in writing of a member of the Association or Union, deduct fortnightly membership fees from the salary of that employee, in accordance with State Council policy.

5.1 District Veterinarians

The salaries of District Veterinarians shall be as set out in (1) of Table 1 - Salaries, of Part B, Monetary Rates.

- 5.1.1 An additional per annum allowance of the amount set out in 1.1 of the said Table 1 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts. No further increases to apply to the allowance set out in this subclause.
- 5.1.2 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager, in consultation with the Chairman of the Board in accordance with Guidelines issued by State Council.
- 5.1.3 New appointments to be at the level and grade appropriate for the experience and skill of the appointee.
- 5.1.4 Progression between years in Grades 1, 2 and 3 is subject to 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council. It is also subject to:
 - (i) Demonstrating to the Manager, in consultation with the Chairman of the Board the achievement of the animal health plan goals, with due consideration of any changed circumstances.
 - (ii) Demonstrating to the Manager, in consultation with the Chairman of the Board flexibility in meeting the Board and Ratepayer requirements in the previous year.
 - (iii) Demonstrating to the Manager, in consultation with the Chairman of the Board working as part of a team with other staff of the Board.

- (iv) The Manager is to coordinate items (i) (ii) and (iii) above.
- 5.1.5 Progression from Grade 1 to Grade 2 shall be by application by the District Veterinarian to the Board and assessment (which shall be organised by the Manager), by the Board and the Senior Field Veterinary Officer for the district, or in their absence, another district, that the following criteria have been satisfied:
- (i) Satisfactory completion of 12 months service at maximum level of Grade 1.
 - (ii) Authority as Inspector under the Stock Diseases Act.
 - (iii) Completion of the following training courses:
 - (a) Stages 1,2 and 3 Legal Training courses.
 - (b) Communications Skills Training course.
 - (c) Training in Supervision of 1080.
 - (d) Infringement Notice Training.
 - (iv) Familiarity with and ability to interpret NSW Agriculture Animal Health Policy.
 - (v) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate requirements for movement of livestock.
 - (d) Natural disaster relief policies.
 - (e) *Stock (Chemical Residues) Act 1975.*
 - (f) *Veterinary Surgeons Act 1986.*
 - (g) *Prevention of Cruelty to Animals Act 1979.*
 - (h) *Exotic Diseases of Animals Act 1991.*
 - (vi) Demonstrated the following:
 - a. An animal health plan (AH plan) has been submitted each year which meets core requirements of State and National programs
 - b. Core State and National program goals as outlined in the AH plan are satisfactorily addressed.
 - c. Core reporting requirements in the AH plan are met in a timely manner
 - d. Supervisor of Rangers in Animal Health regulatory duties
 - e. Executive Officer to the AH Committee of the Board
 - f. Ability to locate and interpret relevant AH policy documents
 - g. Ability to locate and interpret interstate movement requirements

- h. Competency in basic computer skills to meet requirements of the AH system
- i. Attended Emergency Management one day course or equivalent
- j. Meeting standards for recording AH events within the district for certification and surveillance
- k. Undertaking Continuing Professional Education to meet guidelines of the Veterinary Surgeons Board
- l. Regular attendance at Regional AH meetings
- m. Obtain accreditation under EADP training program to Field Surveillance Veterinarian standard

5.1.6 Progression from Grade 2 to Grade 3 shall be by application by the District Veterinarian with supporting documentation to the Board. The Board shall comment on the application and the Manager shall organise an assessment by a panel comprising a nominee of the Board, a Senior Field Veterinary Officer from another district, and a nominee of the Association of District Veterinarians of at least Grade 3, that the following criteria are satisfied:

- (i) Satisfactory completion of 12 months at maximum level of Grade 2.
- (ii) Demonstrated the following:
 - a. The AH plan is integrated into a budgeted and resourced format
 - b. All major goals for local, state, and national programs as outlined in the AH plan have been satisfactorily addressed.
 - c. As Executive Officer, provide formalised documentation of regular AH committee meetings.
 - d. Coordination of training and development of staff for AH duties.
 - e. Attended training at Veterinarians course at the Australian Animal Health Laboratory.
 - f. Regular contribution to Regional Animal Health meetings.
 - g. Involvement in discussions of policy changes at Regional Health meetings.
 - h. Contribution to the Animal Health system as a whole.
- (iii) Competence in the following fields:
 - a. Epidemiology - having attended a workshop or obtained skills equivalent to those offered by Epidemiology for Field Veterinarians.
 - b. Diagnosis of diseases of important livestock species.
 - c. Gross pathology of livestock species.
 - d. Knowledge of the economic impact of diseases of important livestock species.
 - e. Advising on diseases important to livestock systems within the district.

f. Livestock management systems of significance within the district.

5.1.7 Accelerated Progression

- (i) The Industrial Committee of State Council may grant accelerated progression in Grades 2 and 3 from one year to any other year in the same Grade, on written application from the District Veterinarian to the Board, who shall forward it, together with their comments, to the Animal Health Manager of State Council.

Such application is to demonstrate that:

- a) General duties within the Board are being performed by the District Veterinarian at a superior level (to be assessed by the Manager of the Board, after consultation with the Chairman of the Board and the Senior Field Veterinary Officer),
- b) A major or significant contribution to a Board, Regional, or State-wide issue affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Animal Health Committee of State Council).
- (ii) The progression shall take effect from one (1) month after the date of lodgement of a successful application to the Board.
- (iii) In all cases where an application is refused, the District Veterinarian must receive a written explanation from the Industrial Committee.

5.1.8 Progression from Grade 3 to Grade 4 shall be by application (in triplicate) by the District Veterinarian with supporting documentation to the Board. The Board will comment on the application and the Manager shall forward the application to the CEO of State Council. The CEO will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, a nominee of the State Council and a nominee of the Association of District Veterinarians at Grade 4 level. At least one panel member should have sat on a previous panel. A Board Director may sit as an observer.

- (i) The following criteria must be satisfied:
- a. Satisfactory completion of 12 months on maximum level of Grade 3.
- b. The AH committee has been heavily involved in the planning, budgeting and evaluation of the plan.
- c. Provided Board or AH committee with briefings on AH issues that have local, Regional or State implications.
- d. Demonstrate that, where appropriate, a team approach with leadership by the DV is utilised to achieve AH plan objectives.
- e. Membership of the Australian College of Veterinary Scientists in a subject relevant to the duties of a DV or equivalent post-graduate qualification.
- f. Competencies sufficient to be accredited under the EADP to perform a Control Centre role.
- g. Demonstrated continuing, active and high quality contribution to the State AH system as a whole, with major or significant contributions to State-wide animal health programs.
- h. Demonstrate continuing and active contribution to debate and progression of Regional Animal health issues through the Regional Animal Health meetings and other means.

- i. Briefing of Directors and staff on changes to AH policy changes and implications and where appropriate, provide training required by such changes.
 - j. High level of skill in the diagnosis, treatment, control, prevention, and management of Animal Health problems in the important livestock enterprises in the district.
 - k. Major input into the adoption of improved Animal Health practices by industry with evidence of substantial benefit.
 - l. Substantial high output of high quality advisory material.
 - m. Demonstrated cooperation with other functional areas, other disciplines, and other agencies.
 - n. High level of input into the planning and achievement of the Board's corporate goals.
- 5.1.9 Progression from Grade 4 year 1 to Grade 4 years 2 and 3 shall follow 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council.
- 5.1.10 Progression between the years in Grade 4 shall be subject to the applicant demonstrating to the Manager, in consultation with the Chairman of the Board and the Senior Field Veterinary Officer, that they are performing at the level that resulted in their progression to Grade 4.
- 5.1.11 For District Veterinarians who, at the commencing date of this Award were receiving Grade IV year 1 salary, progression to Grade 4 years 2 and 3 shall be subject to the applicant undertaking and meeting the criteria and process as set out in clause 5.1.10.
- 5.1.11.1 For District Veterinarians who, at the commencing date of this Award, were receiving Grade II year 3 salary under the previous award, progression to Grade 3 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.6.
 - 5.1.11.2 For District Veterinarians who, at the commencement of this award, were receiving Grade I year 3 salary under the previous Award, progression to Grade 2 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.5.
- 5.1.12 In all cases where an application for progression is refused, the District Veterinarian shall receive a written explanation of the reasons for the decision.
- 5.1.13 If any officer feels that any application for progression has not been reasonably treated, an appeal may be made to a tribunal consisting of one member of State Council, a Senior Field Veterinary Officer and a District Veterinarian who has reached the grade being applied for.
- 5.1.14 The effective date of progression from Grade 3 to Grade 4 shall be one (1) month after the date of lodgement of a successful application.
- 5.2 Executive Officers and Managers
- The salaries of Executive Officers and Managers shall be as set out in (2) of Table 1-Salaries, of PART B, Monetary Rates

5.2.1 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by State Council. Initial appointments are to be made at 1st year salary of the position. Grades 1, 2, and 3 Managers are full-time positions.

5.2.2. Establishment of Positions

- (i) Managers appointed under the previous award shall be appointed Manager under this Award and shall be paid the salary applying to their Board as listed in PART B - Monetary Rates at the first (1st) year of service effective from 1 July 2004.
- (ii) All Boards who have not appointed a Manager or Executive Officer as at the commencing date of this Award shall, by 31 December 2004, apply to State Council for approval to establish the position of Manager or Executive Officer as indicated in PART B - Monetary Rates. A Board may make application to the Industrial Committee for a 12 months extension of time in which to establish the position of Manager or Executive Officer based on special circumstances.
- (iii) After approval by State Council the Board is responsible for obtaining a written application within six months of the commencement of this Award from the Administrative Officer or Executive Officer (if any) for an interview and assessment for the appropriate position by an assessment panel.
- (iii) Should there be no existing Administrative Officer or Executive Officer the Board shall advertise the position externally and a selection committee shall assess applications.
- (iv) For internal applicants the assessment panel will consist of:
 - (a) a Board Director appointed by State Council (who shall be Chairman).
 - (b) a nominee of the Managers Association.
 - (c) up to two (2) persons with special skills appointed by State Council.
 - (d) a Director of the applicant's Board may sit as an observer at the interview.
- (v) The assessment panel will report their findings to the Industrial Committee of State Council or a delegate of the Industrial Committee, for determination.
- (vi) The salary level of successful applicants shall be the first year rate of the relevant grade effective from 1 April 2005, providing they pass the initial assessment.
- (vii) If a salary increase at any one time exceeds \$9,000, then
 - (a) the initial increase shall be reduced to \$4,000 plus any general percentage (%) increase applying to all categories at that time, and
 - (b) subsequent progression shall be limited to \$4,000 plus any general percentage (%) increase applying to all categories at that time, until such time as the salary equals the salary for the relevant Board as set out in (2) of Table 1- Salaries of PART B, Monetary Rates.
- (viii) If an existing employee is appointed Manager or Executive Officer under this Award and the relevant salary is lower than their existing salary, the existing salary shall continue to be paid until such time as the Award prescribes an amount greater than the existing salary figure.

- (ix) If a Manager or Executive Officer is paid their existing salary, in accordance with (viii) above, the salary shall continue to be calculated to include any general percentage (%) increases that are received by all categories under the Award.
- (x) For external applicants to a vacant position, the selection committee will consist of up to two (2) nominees of the Board; a nominee of State Council; and a nominee of the Managers Association. At least one (1) member of the selection committee should have sat on a previous panel. The selection committee will report their recommendations to the Board for approval to appoint.
- (xi) All assessment and selection panels shall have at least one member who has attended a course on selection of staff and that member shall chair the panel.

5.2.3 Unsuccessful Applications

- (i) If an existing employee is unsuccessful in passing the assessment to meet the requirements to be appointed to the position of Manager or Executive Officer as prescribed by this Award then the panel shall advise of an appropriate training course to enable the employee to reach the required skill level to carry out the requirements of the position.
- (ii) The employee shall be re-assessed by an assessment panel within a twelve-month period to ascertain whether they have reached the required standard to be appointed to the position of Manager or Executive Officer as the case may be.

If an employee passes a subsequent assessment, the salary shall be payable at the first (1st) year rate from the date of the successful assessment.

- (iii) If an employee is again unsuccessful in passing an assessment for the relevant position at their Board, the Industrial Committee may grant up to another twelve (12) months to qualify. If at the end of that period the employee fails to pass an assessment, then the employee shall become redundant and shall receive Severance Pay of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay.
- (iv) The Industrial Committee of State Council may approve an application from an existing Administrative Officer for a redundancy payment of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay at any time during the assessment process, unless they are appointed as Manager or Executive Officer of their Board.
- (v) If an Administrative Officer is not appointed as Manager or Executive Officer, then their salary shall only be increased by the first percentage increase applying on or after 1 July 2004 and no further increases shall apply during the term of this Award.

5.2.4 Appeal

- (i) If an applicant considers that an application for appointment to the position has not been treated reasonably on the grounds of merit, they may request a review by the interview panel.
- (ii) If an applicant considers that an application for appointment to the position has not been treated reasonably on procedural grounds, the applicant may appeal to the State Council Industrial Committee.

5.2.5 Executive Officer

Responsibilities:

- (1) Responsible for the Boards management accounting and financial accounting to audit.

- (2) Responsible for the systems administration of the Boards computer networks and resources.
- (3) Responsible for maintenance of all policy documents of the Board.
- (4) Responsible for ensuring that all staff comply with the OH&S policy of the Board.
- (5) Co-ordination of all Board resources.
- (6) Coordination of policy development and planning by Directors and staff.
- (7) Coordination of policy advice from staff to Board.
- (8) Coordination of reporting on management and operational plan performance.
- (9) Coordination of training for Directors and staff.
- (10) Management of all staff personnel matters including salary and allowances, leave, other entitlements, problems, counselling and complaints.
- (11) Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
- (12) Assisting staff to draft management and operational plans that comply with requirements.
- (13) Facilitation of regular staff meetings and management meetings with the Chairman and staff.
- (14) Management Planning.

"Coordination" means the bringing together of the relevant Directors, staff, material and resources to achieve harmonious progress to the targeted outcome.

"Resources" means the physical and financial assets of the Board and includes staff.

Qualifications:

Financial Services Certificate IV from TAFE or demonstrated practical experience considered by the Board to be equivalent.

Progression

- (i) After initial appointment, progression to year 2, 3, and 4 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The Board shall certify whether it has received a satisfactory audit management letter in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on OH&S and conflict resolution as approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing two (2) legal training courses approved by State Council.
- (iv) Progression to year 4 is subject to attending and completing a course on Human Resource Management as approved by State Council.

- (v) Employees appointed to year 4 on commencement of this Award shall be required to attend and complete a course as approved by State Council, within a time approved by State Council.

5.2.6 Manager

Responsibilities

1. Responsible for the Board's financial management through to Audit.
2. Responsible for the systems administration of the Board's computer networks and resources.
3. Responsible for maintenance of all policy documents of the Board.
4. Responsible for ensuring that all staff comply with OH&S policy of the Board.
5. Co-ordination of policy development and planning for Directors and staff and subsequent implementation.
6. Co-ordination and implementation of training on management and operational plan performance.
7. Co-ordination and implementation of training of Directors and staff.
8. Human Resource Management including but not limited to salary and allowances, leave, other entitlements, problems, counselling and complaints.
9. Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
10. Co-ordination and Assisting Directors and staff to prepare management and operational plans and subsequent review and measurement of these plans.
11. Facilitation of regular staff meetings and management meetings with Chairman and senior staff.
12. Provide guidance and support to administrative and other staff in customer relations.
13. Management of activities of all staff, to ensure that the Board is operating efficiently, recognising that individual staff in certain circumstances are responsible for the technical and regulatory requirements of their position under the *Veterinary Surgeons Act*, *Stock Chemical Residues Act*, and *Stock Diseases Act*.
14. Monitoring staff performance against agreed targets of all staff.
15. Provide leadership to the staff of the Board to promote an harmonious and professional workplace.

Qualifications:

- (i) Financial Management Skills at a high level.
- (ii) Supervision qualifications; or demonstrated skills in supervision; or relevant quality experience in supervision.
- (iii) Special skills in an area which significantly assists the Board in its functions.

- (iv) Knowledge of the Award, its application, and relevant industrial relations practices, including dispute settling procedures and disciplinary procedures.
- (v) Management qualifications or quality experience in management.
- (vi) Knowledge of management strategies.
- (vii) Organisational skills.
- (viii) Advanced written and oral presentation skills.
- (ix) Knowledge of Information Technology systems.
- (x) External applicants for the position of Manager Grade 3 would be expected to have an appropriate tertiary qualification in either business, finance, management, human resource management, or some other qualification deemed equivalent by the selection committee.

Progression

- (i) After initial appointment, progression to years 2 and 3 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The board shall forward the application and certificate to State Council for approval to progression.
 - (c) State Council shall certify whether the Board has received a satisfactory audit management letter and the statutory report, function management plans and annual report of the Board have been satisfactorily completed and lodged on time in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on supervision and conflict resolution approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing a course on Human Resource Management that adds to management ability, as approved by State Council.

5.3 Customer Service Officers

The salaries of Customer Service Officers shall be as set out in (3) of Table 1-Salaries, of Part B, Monetary Rates.

5.3.1 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council.

5.3.2 Initial appointments may be made to any Grade that is appropriate to the qualifications, competence and duties of the appointee.

5.3.3 Conditions for Normal Progression -

- (i) Progression from Grade 1 through to Grade 4 shall be by way of completion of the number of years service at each level. The progression shall be subject to satisfactory

conduct and performance, as assessed by the officer's supervising officer, and subject to approval by the Board.

- (ii) Staff who complete one year of service on Grade 1 shall be eligible to progress to Grade 2, year 1 subject to meeting progression criteria in subclause (i).
- (iii) Staff who complete one year of service on Grade 2 year 1 shall be eligible to progress to Grade 2 year 2, subject to meeting progression criteria in subclause (i).
- (iv) Staff who complete one year of service on Grade 2 year 2 shall be eligible to progress to Grade 3 year 1, subject to meeting progression criteria in subclause (i).
- (v) Staff who complete one year of service on Grade 3 year 1 shall be eligible to progress to Grade 3 year 2, subject to meeting progression criteria in subclause (i).
- (vi) Staff who complete one year of service on Grade 3 year 2 shall be eligible to progress to Grade 4 year 1, subject to meeting progression criteria in subclause (i), and subject to completing the following training courses as approved by State Council:
 - (a) Customer Focus for Supervisors Training.
 - (b) Legislation Training.
 - (c) Conflict Resolution Training.
- (vii) Staff who complete one year of service on Grade 4 year 1 shall be eligible to progress to Grade 4 year 2, subject to meeting the progression criteria in subclause (i).
- (viii) Staff who complete one year of service on Grade 4 year 2 shall be eligible to progress to Senior Customer Service Officer Level 1, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Leadership for Supervisors Training or equivalent training as determined by State Council.
 - (b) Records Maintenance Training.
 - (c) OH&S Basic Training, and
 - (d) Thorough knowledge of Board Policy and Procedures as assessed by a written assessment task by the officers supervising officer.
- (ix) Staff who complete one year of service on Senior Customer Officer Level 1, shall be eligible to progress to Senior Customer Service Officer Level 2, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Financial Services Certificate III from TAFE or such other qualifications and experience as State Council considers equivalent.

5.3.4 The assessment of an employee's conduct and performance may be on an annual basis; however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the Board of any decision and the reasons for such a decision if it is a deferment of the increment.

5.3.5 Accelerated Progression -

A Board may grant accelerated progression to any year of any Grade if the Board certifies, after consultation with the Manager or Executive Officer, that the employee is performing above expectation in their current grade and work is available to perform at the higher level.

5.3.6 Conditions for Accelerated Progression -

- (i) An application for accelerated progression may be made by an employee who may have relevant qualifications and experience and who, by the nature and manner of the work performed, demonstrates high levels of performance.
- (ii) An application for accelerated progression must be made in writing through the Manager or Executive Officer to the Board. The application will be accompanied by a recommendation from the Manager or Executive Officer giving the reasons for support or non-support of the application.
- (iii) The accelerated progression shall take effect from one month after the date of lodgement of a successful application.
- (iv) If, on receipt of an application, a Board makes a decision not to approve the accelerated progression, it shall, as soon as practicable, notify the applicant in writing of the decision, setting out the reasons for the decision.

5.3.7 If a Customer Service Officer is dissatisfied with the decision of the Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 31, Dispute Settling Procedures.

5.3.8 A Senior Customer Service Officer must supervise other staff if required by the Board.

5.3.9 Acting as Office Coordinator, Executive Officer, or Manager.

- (i) Customer Service Officers who are directed by the Board to act as Executive Officer for five consecutive working days or more shall receive the first year rate of pay as Executive Officer for the period of relief.
- (ii) Senior Customer Service Officers who are directed by the Board to act as Office Coordinator for five consecutive days or more shall receive the first year rate of pay as Office Coordinator for the period of relief.
- (iii) Senior Customer Service Officers who are directed by the Board to act in any position of Manager (whether graded or ungraded) for five consecutive days or more, shall receive the first year rate of pay as Manager (ungraded).
- (iv) No allowance is paid for less than five consecutive working days' relief.
- (v) The Board will direct who will act in the position, and for how long, each time this is necessary, consistent with E.E.O. principles.

5.4 Office Coordinators

The salaries of Office Coordinators shall be as set out in (4) of Table 1 - Salaries, of Part B, Monetary Rates.

5.4.1 Responsibilities

1. Coordinate the functions of the RLPB office including customer service, information systems, land database, transfers, stock identification, sales, accountable books, generation of rates and returns, reminders and follow up action on rates and returns.
2. Responsible for the supervision of all Customer Service Officers (CSO), including assessing, recommending, and coordinating training requirements.
3. Coordinate regular CSO meetings.
4. Implementation of the Board's customer service charter, responsible for maintaining high standard of internal and external customer service.
5. End of month financial processing and generation of financial reports for the Manager.
6. Responsibility for payroll.
7. Executive support to the Manager
8. Delegated authority of District Registrar, other delegations as approved by the Board eg: annual stock movement permits, searches, drought claims.
9. Act in higher duties when the Manager is absent including executive secretary to the Board. Coordinate board papers, meetings, take and action minutes.
10. Training of Senior Customer Service Officers to act in the position of Office Coordinator (OC) during absences of the OC and when the OC is acting in higher duties during the Manager's absences.

5.4.2 Establishment of Position.

- (i) A Board that has a Grade 3 Manager may establish a position of Office Coordinator.
- (ii) A Board that has a Grade 2 Manager may apply to State Council for approval for the establishment of a position and comply with any criteria determined by State Council.
- (iii) After establishment of the position, the Board is responsible for calling for applications for the position from Customer Service Officers employed by the Board.
- (iv) The Board shall appoint a selection committee, including one independent person, which shall recommend to the Board the most suitable applicant for the position.
- (v) If there is no suitable applicant from the Board employees, then the Board may advertise outside the Board.

5.4.3 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council. Initial appointment is to be made at the 1st year salary of the position.

5.4.4 Conditions for Appointment and Progression.

- (i) Appointment is subject to the applicant being capable of performing the duties and responsibilities of the position.
- (ii) Progression shall be by way of completion of years service in the position and subject to satisfactory conduct and performance, as assessed by the Manager, and subject to approval by the Board.

- (iii) Staff who complete year 1 shall be eligible to progress to year 2, subject to meeting progression criteria in subclause (ii), and subject to completing the following courses as approved by State Council:
 - (a) Financial Services Certificate IV from TAFE or such other qualifications and experience as State Council considers equivalent.
 - (b) Legislation training
 - (c) Team Development for Supervisors
- (iv) Staff who complete year 2 shall be eligible to progress to year 3, subject to completing the following courses as approved by State Council:
 - (a) Records Maintenance Training
 - (b) OH&S Basic Training
 - (c) Frontline Management Certificate IV Course

5.4.5 The assessment of an employee's conduct and performance may be on an annual basis, however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the board of any decision and the reasons for such decision if it is a deferment of the increment.

5.4.6 If an Office Coordinator is dissatisfied with the decision of the Board on the question of progression they may invoke the procedures outlined in clause 31, Dispute Settling Procedures.

5.4.7 Acting as Manager

Office Coordinators who are directed by the Board to act as Manager for five consecutive working days or more shall receive the first year rate of pay of Manager, at the appropriate grade, for the period of relief. No allowance is paid for less than five consecutive working days' relief.

5.5 Rangers

The salaries of Rangers shall be as set out in (5) of Table 1 - Salaries, of Part B, Monetary Rates.

5.5.1

- (i) First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager or Executive Officer after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer, and the Managing Ranger (if any) or the supervising Ranger in accordance with Guidelines issued by State Council.
- (ii) Initial appointment may be to any step in Grades 1 and 2, subject to being qualified and passing a Performance Assessment, if applicable.
- (iii) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.
- (iv) The positions of Grade 3 Ranger, Grade 4 Ranger, and Managing Ranger Grade 5 require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding those positions.

5.5.2 Allowances

- (i) A weekly supervisor's allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, is payable to Field Assistants, Senior Field Assistants, and Rangers, who are directed by a Board to supervise the work of a Ranger or Field Assistant or contractor.
- (ii) The weekly allowance is payable for supervising for part of a week. The allowance is not payable during the weeks that supervision is not directed; during 5 days leave or more; nor on termination payment.
- (iii) If a Ranger or Managing Ranger holds a Diploma or Degree, which State Council considers relevant, then an amount set out in (5) of Table 1- Salaries, of Part B, Monetary Rates, shall be paid as salary to the employee.

5.5.3 Conditions for Normal Progression

- (i) Progression from Grade 1 through to Grades 2, 3 and 4 shall be by way of completion of the number of years of service at each Grade and subject to certification by the Manager or Executive Officer, after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger that the Ranger is performing satisfactory service, and has completed all the required Units of study.
- (ii) The effective date of progression from Grade 1 through to Grades 2, 3, and 4 shall be the anniversary of the commencement date of employment, except for progression to Level 2 for persons employed at the commencement date of this award.
- (iii) Progression to Grade 2 Year 1 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S Greencard
 - (b) RLPB - Organisation, policy, structure & functions
 - (c) Legislation principles
 - (d) Rangers role, Saleyard duties & functions
 - (e) Chemical Application & Risk Management (AQF 3 & 4)
 - (f) 1080 Authority and Authorised Control Officer

OR Specimen Collection (for Animal Health Specialist Rangers)

- (g) Vertebrate Pests course, or passing the examination on the Rangers Manual OR Introduction to Anatomy & Physiology (for Animal Health Specialist Rangers)
- (iv) Progression to Grade 2 Year 2 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S
 - (b) Compliance Principles
 - (c) Interstate Health Requirements
 - (d) Livestock recognition, handling & tracing

- (v) Progression to Grade 2 Year 3 Level 2 shall be subject to passing the following units of study:
- (a) Communication and Interpersonal Skills
 - (b) Client Services
 - (c) Self Enforcement Infringement Notice Training
 - (d) Prograze OR Introduction to Pathology (for Animal Health Specialist Rangers)
- (vi) Progression to Grade 3 shall be organised by the Manager or Executive Officer and shall be subject to :
- (a) Two (2) years service as a Ranger
 - (b) Passing all the units of study for Grades 1, 2, and 3 at level 2 standard
 - (c) Passing an examination for Ranger Grade 3 on the Rangers' Manual as conducted by the District Veterinarian
 - (d) Successfully completing Legal Training Courses 1, 2, and 3
 - (e) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer; and an Agricultural Protection Officer of the Department certifying that all of the following criteria have been met:
 - 1. Demonstrated suitable experience and ability to a standard required by the Board to perform the functions of an Authorised Control Officer, a Stock Inspector, and a Ranger carrying out duties in connection with Travelling Stock reserves as appropriate.
 - 2. Ability to exercise all appropriate functions under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate Stock Movements.
 - (d) Disaster Relief.
 - 3. Ability to advise on and implement programs in:
 - (a) Animal Welfare.
 - (b) Noxious Weed Control as it relates to Travelling Stock Reserves if applicable, and Pest Animal harbour.
 - (c) Pest Control if applicable.
 - (d) Integrated Pest Management.
 - (e) Animal Health Programs for the District.
 - 4. Demonstrated experience and ability to:
 - (a) Work without supervision.

- (b) Have input into Board Policy formulation.
 - (c) Prepare adequate reports to the Board.
 - (d) Maintain adequate documentation of files and records.
 - (e) Represent the Board and the Department in prosecutions if required by the Board.
 - (f) Organise Field Days for ratepayers.
 - (g) Perform general duties in a competent manner
- (vii) If a Board requires the services of a Specialist Animal Health Ranger, then as an alternative to subclause 5.5.3 (vi), the Board may approve following criteria for progression to grade 4:
- (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian
 - (b) Two (2) years service as a Ranger (providing that State Council may approve a lesser period in a special case);
 - (c) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Board and the Department to perform OJD functions or Footrot functions or any other functions which the State Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
- (viii) Progression to Grade 3 Level 2 shall be subject to passing the following units of study:
- (a) Office systems practice
 - (b) Train Small Groups
- (ix) Progression to Grade 4 shall be organised by the Manager or Executive Officer and shall be subject to:
- (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination for Ranger Grade 4 on the Rangers' Manual as conducted by the District Veterinarian.
 - (d) Demonstrating to the Manager or Executive Officer, who shall consult with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger, that they are performing at a level that resulted in their progression to Grade 3.
- (x) Progression to Grade 4 Level 2 shall be subject to passing the following units of study:

- (a) Legislation Practices
- (b) Compliance Practices
- (c) Financial Planning and Budgeting
- (d) Infected Premises Security Coordinator OR Infected Premises Site Supervisor

5.5.4 Appointment of Managing Ranger Grade 5

- (a) Appointment to Managing Ranger Grade 5 depends on:
 - (i) Establishment of the position by the Board.
 - (ii) Supervising at least two other Rangers.
 - (iii) Being required by the Board to perform all of the duties in paragraph 5.5.4 (b) (ii) of this subclause.
 - (iv) Passing the Performance Assessment. The position must be established before application can be made for assessment.
 - (v) Salary is paid from date of appointment by the Board.
- (b) Appointment to Managing Ranger Grade 5 shall be subject to:
 - (i) Meeting all the requirements of the position of Ranger Grade 4; and
 - (ii) Passing an assessment on the following duties by a panel consisting of a nominee of the Board (other than a Director or staff member of that Board); a nominee of State Council; and a current Managing Ranger. At least one (1) panel member should have sat on a previous panel.
 - (a) Supervise all field staff and contractors (excluding District Veterinarian and specialist animal health staff).
 - (b) Manage the Board's Vertebrate Pest Control Policy and responsibilities.
 - (c) Develop and manage the Board's land management plans, operations, reporting policies and responsibilities as appropriate.
 - (d) Budgeting and financial management of the Board's field operations (excluding animal health).
 - (e) Co-ordination with other Board staff and staff of other Boards and Agencies.
 - (f) Manage the training of field staff.
 - (g) Being actively involved in the recruitment of field staff and contractors.

5.5.5 Progression to Managing Ranger Grade 5 Level 2 shall be subject to passing the following units of study:

- (i) Selection Techniques

- (ii) Team Development for Supervisors (Frontline Management)
- (iii) Innovation for Supervisors
- (iv) Operational Management
- (v) Customer focus for Supervisors
- (vi) Leadership for Supervisors
- (vii) OHS for Supervisors
- (viii) Restricted Area Movement and security OR Infected Premises Operation Manager

5.5.6 Accelerated Progression -

The Board may grant accelerated progression from Grades 1 and 2 to any year in Grade 2 at any time if the Board certifies that the Ranger is qualified for the progression; has completed all the required Units of study; and is performing above expectation.

Accelerated progression shall take effect from one (1) month after the date of lodgement of a successful application for accelerated progression.

5.5.7 Progression Dates

- (h) The effective date of progression to each Grade or year within a Grade shall be the anniversary of the commencement date of employment.
- (i) If an employee is granted accelerated progression the employee shall have a progression date one year after the accelerated progression date.
- (j) If progression date is subject to passing a course, and the course is not available at the date of normal progression, and an application for progression has been made one (1) month before the normal progression date, and if the course is successfully completed, then the progression date is 1 month after a successful written application for progression.
- (k) The effective date of progression to Level 2 in each Grade is the date that the employee passes all the required units of study, provided that progression to Level 2 in all Grades shall not be before 1 July 2005.

Appeal

5.5.8 If a Ranger is dissatisfied with the decision of the Manager or Executive Officer or Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34 Dispute Settling Procedures.

5.5.9 The State Council may, with the agreement of the Executive of the Rangers Association, substitute a Unit of study for another Unit of study.

5.6 Field Assistants - The salaries of Field Assistants shall be as set out in (6) of Table 1 - Salaries, of Part B, Monetary Rates.

5.6.1

- (i) First year of service in the Board system on a continuous basis is probationary.
- (ii) Initial appointment may be to Level 1 Field Assistant or Level 2 Field Assistant, depending on the duties required to be performed.

Classification Structure for Appointment of Field Assistants:

5.6.2 Level 1 Field Assistant

Appointment to the position of Level 1 Field Assistant depends on the following:

- (b) establishment of the position by the Board; and
- (c) the person being capable of and required by the Board to perform the following duties:
- (d) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
- (e) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
- (f) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
- (e) Assist in any other tasks as reasonably required by the Board.

5.6.3 Level 2 Field Assistant

Appointment to the position of Level 2 Field Assistant depends on the following:

- (i) establishment of the position by the Board; and
- (ii) the person being capable of and being required by the Board to perform the following duties:
 - (a) Assist Ranger carrying out pest animal control programs, for example: preparation of bait material, bait deliveries, bait laying, area surveillance, spreading of myxomatosis and Rabbit Calicivirous Disease, use of fumigation equipment, dogging of rabbits.
 - (b) Assist Ranger carrying out pest insect control programs if applicable in employing Board.
 - (c) Assist Ranger in saleyard monitoring of stock.
 - (d) Assist Ranger in lice inspections.
 - (e) Assist Ranger in impounding of stock.
 - (f) Assist District Veterinarian, Ranger or Footrot Advisory Officer in footrot eradication programs.
 - (g) Keep a daily diary and records on weed control, windmill repairs, water pumping repairs, maintenance on holding yards and any other records as required by the Board.
 - (h) Assist Board staff at Field Days.
 - (i) Fixes repair and maintenance vehicles, plant and equipment and carries out basic workshop duties.

- (j) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
- (k) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
- (l) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
- (m) Assist in any other tasks as reasonably required by the Board.

5.6.4 Senior Field Assistant

Appointment to the position of Senior Field Assistant depends on the following:

- (i) Establishment of the position by the Board;
- (ii) Two (2) years service as a Field Assistant or such other experience as the Board deems equivalent;
- (iii) The person being capable of and being required by the Board to perform the following duties:
 - (a) All the duties of a Level 2 Field Assistant at a superior level as determined by the Board.
 - (b) Ability to work without supervision.
 - (c) Capable of carrying out the OH&S policies of the Board

6. Competency and Training

- 6.1 The Board may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Rural Lands Protection Boards Conditions (State) Award published 2 December 1994 (282 I.G. 946), as varied, provided that such duties are not designed to promote de-skilling.
- 6.2 The Board 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 a Board pursuant to subclauses 6.1 and 6.2 shall be consistent with the Board's responsibilities to provide a safe and healthy working environment.

7. Hours of Work

- 7.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the Board and the employee. A lunch break of at least 30 minutes must be given to and taken by all employees. No employee shall be required to work continuously for more than 5 hours without a break.
- 7.2 Where an employee, by agreement with the Board, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the Board and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.

- 7.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four-week period of the excess hours being worked, so that over the four-week cycle the employee works a total of 152 hours.
- 7.4 Provided that, in the absence of an agreement to the contrary, time off in lieu of excess hours not acquitted within a four-week period of the excess hours being worked shall be forfeited.
- 7.5 Provided that an employee and a Board may agree to either:
- (a) defer the taking of time off in lieu to a date beyond the four-week cycle; or
 - (b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.
- 7.6 Provided that all excess time shall be acquitted within one year of its being worked so that, over the 52 weeks of any year, the average ordinary hours worked per week equal 38.
- 7.7 Rangers, Executive Officers, Managers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.
- 7.8 A person leaving the service of a Board with leave in lieu in credit at the date of ceasing duty is not entitled to the monetary value of the hours in credit.
- 7.9 The method to be used to calculate the hourly rate shall be as follows:
- | | |
|--------------------|---|
| Fortnightly Salary | = Annual Salary divided by 26.0714 |
| Hourly Rate | = Fortnightly Salary divided by 76.0000 |

8. Overtime

- 8.1 Overtime shall mean one continuous hour or more in excess of 38 hours per week worked at the direction of the Board which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.
- 8.2 Payment for overtime worked shall not be made under this award without:
- (i) Board approval for the overtime worked; and
 - (ii) Board approval for the payment of overtime.
- 8.3 Approved paid overtime shall be paid at the following rates:
- (i) For all overtime, other than on Sundays and public holidays, worked in excess of 38 hours per week - at the rate of time and a half for the first two hours and double time thereafter.
 - (ii) For all overtime worked on Sunday - double time for each and every hour; (for overtime worked on public holidays see clause 12).
 - (iii) Overtime rates are not fixed for meal times.
 - (iv) If an employee is absent from duty on any working day during any week in which overtime has been worked by them, the time so lost may be deducted from the total value of overtime worked by them during the week unless there has been granted leave of absence for recreation or on account of illness or unless, in the opinion of the Board, their absence has been caused by circumstances beyond their own control.

- (v) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.
- 8.4 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.5 The method to be used to calculate overtime shall be as follows:
- | | |
|--------------------|---|
| Fortnightly Salary | = Annual Salary divided by 26.0714 |
| Hourly Rate | = Fortnightly Salary divided by 76.0000 |
- which shall determine the ordinary-time (single) hourly rate.
- 8.6 To determine appropriate rates, the rate determined in 8.5 above shall be multiplied by 3/2 or 2 as the case may be.
- 8.7 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Recreation Leave

- 9.1 Employees shall be entitled to paid recreation leave at the following annual rates:
- (a) 20 working days where the employee's headquarters is in a district in the Eastern Division.
 - (b) 26 working days where the employee's headquarters is in the Central or Western Division.
 - (c) Not more than 40 days recreation leave shall be allowed in any period of 12 months, except with the approval of the Board.
- 9.2 Recreation leave shall not accrue for a period in excess of 50 working days except with the approval of the Board and any excess will be forfeited, provided the Board had not prevented the employee taking their leave when due or approval to accumulate more than the 50 working days had been granted by the Board.
- 9.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Board at such time as the Board deems convenient.
- 9.4 Where the employment of an employee terminates for any reason whatsoever the employee or their spouse, children, or other dependent relative or legal representative shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services terminated. It shall not be paid to another Board..
- 9.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave. However, recreation leave only accrues at 50% in respect of any long service leave at half pay.
- 9.6 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians will take a minimum of ten consecutive working days as recreation leave during each period of one year after the first year of service.
- 9.7 An employee cannot be paid for recreation leave and also be paid a wage by the Board for working during that period.

10. Recreation Leave Loading

- 10.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for a maximum of four (4) weeks of recreation leave or part thereof.
- 10.2 There shall be an annual leave loading year ending 30 November in every year.
- 10.3 The full entitlement to the annual leave loading that the employee has accrued over the previous 12 months is to be paid to the employee on 30 November in every year (except there is no entitlement to accrual in the first year of service) up to a maximum of four weeks; Provided the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board.
- 10.4 The annual leave loading is payable on a pro-rata basis when an employee is granted recreation leave to their credit, (or the monetary value thereof); maternity leave; on transfer to another board; resignation; retirement; or termination of employment; PROVIDED the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board
- 10.5 Broken service during the year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 10.6 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (1) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or
 - (2) by the person having served or trained in the defence of the Commonwealth.
- 10.7 Rate of Payment - The annual leave loading is to be calculated on the salary as at November 30, or the granting of maternity leave, resignation, retirement or termination of employment, whichever is applicable.
- 10.8 On appointment to another Board, the annual leave loading is payable on a pro-rata basis to that Board and any leave taken while at the previous Board is taken into account at the new Board.

11. Long Service Leave

11.1 Long Service Leave

- (a) Every employee who has had ten years service shall be entitled to 44 working days leave on full pay or, with the approval of the board, 88 working days on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years, calculated on the basis of 110 working days on full pay or, with the approval of the Board, 220 working days on half pay for ten years served after initial service of ten years. The approval of the Board shall not be unreasonably withheld.
- (b) Three months notice shall be given by the employee to the Board for long service leave of 4 weeks or more, and reasonable notice shall be given for long service leave of less than 4 weeks, unless special circumstances exist for the taking of such leave.
- (c) The Board shall give to the employee, and the employee shall take the leave having regard to the needs of the Board.

- 11.2 If a public holiday falls within the period of long service leave, the period of leave is extended by one working day in respect of that holiday.
- 11.3 Where service of an employee with at least five years service and less than ten years service terminates for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave, calculated on the basis of two months leave for ten years of service.
- 11.4 Where the service of an employee with at least ten years of service terminates by reason of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 11.1 of this clause, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of five months on full pay after service of ten years; provided that resignation for the purpose of immediately commencing employment with another Board shall not be deemed to be resignation for the purpose of this subclause.
- 11.5 Where the service of an employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 11.4 of this clause, computed at the rate of salary such employee received at the time of death.
- 11.6 When an employee who is entitled to long service leave with pay dies before entering upon such leave or after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.
- 11.7 When an employee who is entitled to long service leave resigns or has retired, such employee shall be entitled to receive forthwith the monetary value of such leave.
- 11.8 In case of necessity, the Board may grant leave of absence without salary.
- 11.9 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (a) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or
 - (b) by the person having served or trained in the defence of the Commonwealth Employment with another Board.
- 11.10 When an employee is immediately employed by another Board, the former employing Board shall pay to the newly employing Board a pro-rata payment of the cash equivalent of the contingent liability based on 44 working days for 10 years service. Example for 2.5 years service, payment will be 11 working days pay as per Table 3, Long Service Leave Accrual.
- 11.11 In addition, where the employee has had more than 10 years service, the former employing Board shall pay the newly employing Board a pro-rata payment based on 110 working days per 10 years after the initial service of 10 years.
- 11.12 Long service leave is calculated on the basis of a 5 day week in accordance with Table 3.
- 11.13 "Service" for the purposes of this award means continuous service as defined in Section 4 clause (11) of the *Long Service Leave Act 1955*.

12. Public Holidays

- 12.1 In addition to recreation leave provided for in clause 9, Recreation Leave, employees shall be entitled to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, next working day after Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Board's office is situated.
- 12.2 A Board may allow an employee to accrue sufficient excess hours to enable the employee to take time off in lieu during the days between the next working day after Boxing Day and New Year's Day.
- 12.3 All time worked on a public holiday at the direction of the Board shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates, provided that leave at the rate of time and a half is added to the employee's annual leave, or one working day and a half in lieu of such public holiday shall be allowed to the employee within 28 days of such holiday falling due.
- 12.4 If an employee is requested by the Board to work on a Saturday or Sunday at a Field Day, the employee is entitled to leave-in-lieu at 1.5 hours for each hour on duty.

13. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. A Board may, from time to time, specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty covered by other forms of leave.

13.1 Jury Service

- (a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and paying all jury fees, other than travelling expenses, to the Board.
- (b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.
- (c) When special leave is not applied for, i.e., where a person elects to take recreation leave, leave without pay, etc., the jury fee may be retained by the employee.

13.2 Acting as a member of a industrial committee - An employee appointed as a member of an industrial committee under the provisions of the *Industrial Relations Act 1996* is to be granted special leave for such time as is necessary for committee deliberations.

13.3 Travelling to another centre for medical examination - Employees required to travel to another centre for medical examination at the direction of the Board are to be granted special leave for the time they are necessarily absent from duty.

13.4 First-aid officers attending courses to train or retrain first-aid officers - Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Board needs. In such cases the cost of the course will be met from Board funds, provided that the person is nominated by the Board to attend the course.

13.5 Blood Donors - Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.

13.6 Defence Forces Reserves - Special leave is available to employees who are members of the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.

14. Short Leave

- 14.1 An employee, other than a casual employee, shall be entitled to up to three working days short leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 below. If such leave in any case exceeds three working days in any 12-month period, the excess shall be deducted from any recreation leave due to the employee, or the Board may grant leave of absence without salary.
- 14.2 The employee must notify the Board as soon as practicable of the intention to take short leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 14.3 Short leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 15A.1 (c) (ii), provided that for the purpose of short leave, the employee need not have been responsible for the care of the person concerned.
- 14.4 An employee shall not be entitled to short leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Short leave may be taken in conjunction with other leave available under subclauses 15A.2, 15A.3, 15A.4, 15A.5 and 15A.6 in clause 15A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 14.6 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of 12 months for the following purposes:
- (a) to Attend a Hospital Or Visit a Medical Officer for a Pension Application, Appeal Or Review;
 - (b) to attend a hospital or medical officer for periodical examination or attention;
 - (c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.

15. Sick Leave

- 15.1 Where the Board is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this subclause or the period set out in paragraph (b) of this subclause, whichever is the longer:
- (a) during the first year of service, at the rate of twelve (12) working days per year accrued pro-rata; during the second year of service and thereafter, 20 working days in any period of 12 months
or, alternatively:
 - (b) by accumulating a period calculated by allowing ten (10) working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:
 - (i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;
 - (ii) the maximum period of sick leave on full pay which may be granted to an employee during their service shall not exceed 400 working days, unless specially approved by the employing Board.
 - (c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by a Board and there has been no interruption of service except for a period of any award leave to which the person was entitled.

- 15.2 The employee shall, as soon as practicable from the commencement of such absence, inform the Board or the Board's representative of the employee's inability to attend for duty and shall state the nature of the injury or personal illness and the estimated duration of absence.
- 15.3 The Board, on being satisfied that further leave in addition to that provided for in subclause 15.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.
- 15.4 Any employee absent on account of illness for any period exceeding three consecutive working days shall submit to the Board a medical certificate showing the nature of the illness and the Board may require provision of a medical certificate in respect of absence for a shorter period owing to illness.
- 15.5 The Board may send a medical practitioner or may send an employee to a medical practitioner to examine any employee who is absent from duty on account of illness and, if the Board is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct, the fee of the medical practitioner and the employee's salary for each working day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by any such deduction may appeal in accordance with the procedures in clause 32, Dispute Settling Procedures.
- 15.6
- (a) If the Board has reason to believe an employee is in such a state of health as to render them a danger to their fellow officers or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Board. The required report is to be provided at the Board's expense.
- (b) Upon receipt of the medical report the Board may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.
- 15.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the *Workers' Compensation Act* 1988, the employee concerned may be paid salary to the extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be adjusted when such determination has been made.
- 15.8 Payments made in accordance with subclause 15.7 of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.
- 15.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee states that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.
- 15.10 Where the circumstances of any injury to or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Board in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the Board that, in the event of the person's recovering damages or compensation in respect to the injury or illness, the person shall repay to the Board the monetary value of any sick leave granted in respect of such injury or illness.
- 15.11 All accumulated sick leave is to be transferred to another Board where the employee is appointed from one Board to another Board without a break in service, except for accumulated leave under this award.

15a. State Personal and Carer's Leave Case - August 1996

15A.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 15, 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 working day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this 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.

15A.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 subparagraph (ii) of paragraph (c) of subclause 15A.1 who is ill.

15A.3 Annual Leave:

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five working 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.

15A.4 Time Off in Lieu of Payment for Overtime:

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

15A.5 Make-up Time:

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15A.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 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.

16. Parental Leave

16.1 Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

16.2 Definitions - For the purpose of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity Leave" means leave of the type provided for in subclause 16.4.
- (c) "Maternity Leave" means leave of the type provided for in subclause 16.3 (and includes special maternity leave).
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto spouse.
- (f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- (g) "Continuous service" means service under an unbroken contract of employment with a Board or Boards and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or by the award.

16.3 Maternity Leave:

16.3.1 Nature of Leave - Maternity leave is unpaid leave.

16.3.2 Eligibility for Maternity Leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph 16.3.3 hereof, shall be entitled to a period of up to 52 weeks maternity leave, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Subject to paragraphs 16.3.5 and 16.3.8 of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

16.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

16.3.4 Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) of this paragraph if such failure is occasioned by the confinement occurring earlier than the presumed date.

16.3.5 Transfer to a safe job - Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 16.3.9, 16.3.10, 16.3.11 and 16.3.12 of this subclause.

16.3.6 Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.3.7 Cancellation of maternity leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

16.3.8 Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause.
- (c) For the purposes of paragraphs 16.3.9, 16.3.10 and 16.3.11 of this subclause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this clause, to the position she held immediately before such transfer.
Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.9 Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

16.3.10 Effects of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.3.11 Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.3.12 Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this subclause, to the position which she held immediately before such transfer or, in relation to an employee

who has worked part-time during the pregnancy, the position she held immediately before commencing such part - time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.4 Paternity Leave:

16.4.1 Nature of Leave - Paternity leave is unpaid leave.

16.4.2 Eligibility for paternity leave - A male employee, upon production to his Board of the certificate required by paragraph 16.4.3 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;
- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with the Board immediately preceding the date upon which he proceeds upon either period of leave.

16.4.3 Certification

- (a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- (b) In relation to any period to be taken under subparagraph (b) of this paragraph, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.4.4 Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certification required in paragraph 16.4.3 of this subclause.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) of this paragraph, if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 16.4.3 of this subclause.

16.4.5 Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause:
 - (i) the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under subparagraph (b) of paragraph 16.4.2 of this subclause may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.4.6 Cancellation of paternity leave

Paternity leave, applied for under subparagraph (b) of paragraph 16.4.2 of this subclause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

16.4.7 Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

16.4.8 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.4.9 Termination of employment -

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.4.10 Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

16.4.11 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before a Board engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.5 Adoption Leave:

16.5.1 Nature of Leave - Adoption leave is unpaid leave.

16.5.2 Definitions - For the purposes of this subclause:

- (a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- (b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

16.5.3 Eligibility

An employee, upon production to the employer of the documentation required by paragraph 16.5.4 of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) of this paragraph; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

16.5.4 Certification

Before taking adoption leave the employee must produce to the Board:

- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period of leave to be taken under subparagraph (b) of paragraph 16.5.3, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

16.5.5 Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment

and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (b) of paragraph 16.5.3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (b) of paragraph 16.5.3, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) of this paragraph if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

16.5.6 Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 16.5.3:
 - (i) the period of leave taken under subparagraph (b) of paragraph 16.5.3 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (b) of paragraph 16.5.3 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.5.7 Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

16.5.8 Special leave

The Board shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Board may require the employee to take such leave in lieu of special leave.

16.5.9 Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.5.3 of

this subclause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

16.5.10 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.5.11 Termination of employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) A Board shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.5.12 Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 16.5.3 of this clause.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

16.5.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.6 Part-time work:

16.6.1 Definitions - For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

16.6.2 Entitlement - With the agreement of the employer

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) A female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

16.6.3 Return to former position

- (a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) of this paragraph shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

16.6.4 Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 16.6.5 of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

16.6.5 Part-time work agreement -

- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- (b) The terms of this agreement may be varied by consent.

- (c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- (d) The terms of this agreement shall apply to part-time employment.

16.6.6 Termination of employment - The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposed to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

16.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.

16.6.8 Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

16.6.9 Inconsistent award provisions - An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) limiting the number of employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

16.6.10 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 16.6.4, 16.6.5, 16.6.6 and 16.6.9 of this subclause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (g) of subclause 16.2 of this clause.

17. Dissolution of a Board

Where a Board is dissolved, by reason of its amalgamation with another Board, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Board, provided that they have been employed by the dissolved Board for a continuous period of at least 12 months immediately prior to the dissolution of the dissolved Board:

- (a) If after the dissolution they are employed by the Board which assumes all or part of the functions of the dissolved Board (hereinafter called the new Board), the employee during the first two years of their

employment by the new Board or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Board.

- (b) If after the dissolution the employee is not employed by the new Board or if their employment is terminated by the new Board, other than for misconduct, within two years of the date of dissolution of the dissolved Board the employee shall, on the termination of their employment, be paid by the dissolved Board, if not employed by the new Board or by the new Board if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Board; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to 104 weeks salary at such rate.

18. Change, Redundancy and Termination

18.1 Change - Board's Duty to Notify Change:

- (a) Where a Board has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Board shall notify the employees who may be affected by the proposed changes; the Council; and the Association and/ or Union as appropriate.
- (b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Board's workforce or in the skills required; the elimination of or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provisions for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

18.2 Board's Duty to Discuss Change:

- (a) The Board shall discuss with the employees affected and the Association and/or Union, the introduction of the changes referred to in subclause 18.1 of this clause, the effects the changes are likely to have on employees, 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 Association and/or Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to in subclause 18.1 of this clause.
- (c) For the purposes of such discussion, the Board shall provide in writing to the employee concerned and the Association and/or Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any Board shall not be required to disclose confidential information, the disclosure of which would be inimical to the Board's interest.

18.3 Redundancy:

- (a) Discussions Before Terminations
- (i) If a Board has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any affected employees and with the Association and/or Union and with the Council.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph

and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Council and Association and/or Union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

(b) Transfer to Lower-paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subparagraph (i) of paragraph (a) of this subclause, the employee shall be entitled to the same period of notice of transfer to which they would have been entitled if their employment had been terminated and the Board may, at the Board'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 lower ordinary-time rate for the number of weeks of notice still owing.

- (c) Severance Pay - In addition to the period of notice prescribed for ordinary termination in this award and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof shall be entitled to two weeks' pay for every year of service, to a maximum of 26 weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.

- (d) Employee Leaving During Notice Period - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Board until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Alternative Employment - A Board in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Board obtains acceptable alternative employment for an employee.
- (f) Time Off During Notice Period
 - (i) During the period of notice of termination given by the Board, an employee shall be allowed up to one working day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one working day during the notice period for the purpose of seeking other employment the employee shall, at the request of the Board, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (g) Employees With Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on Boards should be no more than to give relevant 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.
- (h) Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or

neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

18.4 Termination:

- (a) Nothing in this award shall affect the right of the Board 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, provided that no employee shall be dismissed without notice for:
- (i) sickness, accident or injury if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;
- (ii) any other reasonable cause if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day.
- (b) 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.
- (c) 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.

(d)

- (i) Notice of termination by a Board:
- (1) In order to terminate the employment of an employee the Board shall give to the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the prescribed notice in section (1) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) Where a Board has given notice of termination to an employee, an employee shall be allowed up to one working day's time off without loss of pay for the purpose of seeking

other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Board or the Board's representative.

- (iii) The Board 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 his or her employment and the classification of or type of work performed by the employee.
- (iv) Termination of employment by a Board shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(e) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of a Board save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Board shall have the right to withhold moneys due to the employee of an amount equal to the period of notice not given.

19. Removal Expenses

- 19.1 With the prior approval of the employing Board, where a current employee of a Board is required to change domicile in order to take up a position of Manager, Executive Officer, Customer Service Officer, Office Coordinator or Ranger, such an employee is entitled to reimbursement of up to \$1,500 for actual reasonable removal expenses on the production of receipts.
- 19.2 Where a District Veterinarian applies for a position in another district in answer to an advertisement and is appointed, the District Veterinarian shall be eligible for the removal expenses as detailed in subclause 19.3
- 19.3
- (a) The actual cost of conveyance of the District Veterinarian and their family transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed.
 - (b) Application for expenses in respect of removal of furniture and effects shall be presented to the Board and shall be accompanied by:
 - (i) an inventory of the furniture and effects including the appropriate gross weight; and
 - (ii) quotations from carriers for the cost of removal. The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.
 - (c) The liability of the Board for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the District Veterinarian chooses. The Board shall in no case be responsible for any damage done to furniture and effects in the course of removal, but shall reimburse the amount of the premium in respect of an insurance policy effected by the District Veterinarian up to the maximum rate

currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of the furniture and effects not exceeding \$40,000.

19.4 Where a District Veterinarian whose removal expenses are being paid by the Board finds it necessary to secure board and lodging for self and dependant relatives while waiting:

- (a) to commence or continue the journey to the new location; or
- (b) to secure a residence or accommodation at the new location,

the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Board is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the Board is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks.

20. Conference Attendance and Industrial Leave

20.1 Attendance at conferences of the District Veterinarians, Rangers, Managers, and Customer Service Officers or any other conference or meeting where attendance is required by the Board or State Council, the employee shall be deemed to be on their normal duties.

20.2 Any member of the PSA Departmental Committee or an AWU Branch Executive when attending a meeting of the committee approved by the PSA or AWU respectively shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the *Workers Compensation Act*.

20.3 The PSA and AWU or its delegates shall notify the State Council of the members of the PSA Departmental Committee or AWU Branch Executive respectively required to attend such meeting and the date of such meeting.

20.4 Any member of the Joint Consultative Committee attending a meeting with the State Council shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the *Workers Compensation Act*.

21. Living Allowance

21.1 An employee who as at 1 January 1995 was receiving a living allowance shall continue to do so. Such allowances are set out in Items 2, 3 and 4 of Table 2 - Allowances, of Part B, Monetary Rates.

21.2 No further increases will apply to these allowances.

22. Travelling Allowance

Where an Employee Travels on Official Duty with the Approval of the Board the employee shall be allowed:

- (a) The use of a Board vehicle or the cost of conveyance by rail, bus or aircraft and, in the case of emergency, cost of hiring a car or other vehicle.
- (b) If the employee's private car is used, an amount as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- (c) These provisions shall also be applicable to employees when attending conferences.

23. Accommodation Allowance

23.1 Where overnight accommodation is required -

- (a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Board, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Board together with an incidental expenses allowance set out in Item 6 of Table 2. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in clause 22, Travelling Allowance.
- (b) As an alternative to actual expenses, the employee may elect to receive the accommodation allowance as set out in Item 7 of Table 2 - Allowances, of Part B, Monetary Rates, (or such higher rates as apply to NSW Public Servants as published in the Public Service Notices) without providing receipts to the Board. The accommodation allowance for the Capital City of Sydney applies to accommodation where the telephone number commences with the numbers 028 or 029 in accordance with the Premiers Directions.
- (c) The accommodation allowance is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the place of employment. The accommodation allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

23.2 Cost of Meals - One day Journeys

Where overnight accommodation is not required -

Where the Board is satisfied that an employee reasonably incurs additional expenses for breakfast, lunch or dinner, the employee may be reimbursed the actual cost of breakfast, lunch or dinner up to the amounts set out in Items 8, 9 and 10 of the said Table 2, or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices, providing receipts are produced to the Board.

23.3 Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, or as provided by State Council Guidelines.

24. Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

- (i)
 - (a) A permanent solid floor structure, externally clad and internally lined.
 - (b) A bed and mattress and pillow.
 - (c) A lockable door and windows that are fly screened.
 - (d) Table and chairs.
 - (e) Artificial lighting.
 - (f) Heating if required.
 - (g) Shower facilities with hot and cold water.

- (h) Toilet facilities that are fly proof.
 - (i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
 - (j) Adequate supplies of fresh drinking water.
- (ii) In the event of there being no permanent structure, the Board shall provide a caravan with amenities equivalent to those required above.
- (iii) Where the Board is unable to provide such equipment specified above, with Board approval the employee shall be:
- (a) reimbursed for the cost of hiring such equipment upon production of receipts; or
 - (b) be paid the daily allowance for providing their own equipment.
- (iv) An employee may provide their own bedding or sleeping bag and be paid the bedding allowance. Otherwise the employer shall provide necessary sheets, blankets or sleeping bag.
- (v) Camping allowance and amounts per day as set out in Items 11-14 of Table 2 - Allowances, of Part B, Monetary Rates or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices.

25. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the *Occupational Health and Safety Act 1983* and its associated regulations. The list (Circular 92/4) shall be reviewed in consultation with the Association and the Union.

26. Horse Allowance

If the Board requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 15A of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the horse is used.

27. Dog Allowance

If the Board requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 18 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the dog is used.

28. Flying Allowance

Where an employee is required by the Board to work from an in-flight situation they shall be paid an allowance as set out in Item 19 of Table 2 - Allowances (or such higher amount as apply to NSW Public Servants as published in the Public Service Notices). The flying allowance payable under this Clause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

29. Motor Vehicle Usage and Allowance

29.1 All District Veterinarians, Rangers and when required by the Board, Field Assistants shall be provided with appropriate motor vehicles by the Board for official use. All hard top and enclosed motor vehicles shall be provided with air conditioning units. All upkeep, running expenses, registration, insurance, maintenance, etc., associated with the motor vehicle shall be paid by the Board. Where an employee is required to use their private vehicle in the normal course of duties, an amount as set in Item 5 of Table 2

- Allowances, of Part B, Monetary Rates, or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.

- 29.2 Staff of a Board required to use a motor vehicle provided by the Board in the course of their duties may, at the discretion of the Board, be granted private use of the motor vehicle on such conditions as the Board determines.

30. Telephone Expenses

- 30.1 If an employee is required by the Board to make and/or receive telephone communications in the employee's private residence for the convenience of ratepayers or others in connection with the execution of their duties outside normal hours, the Board shall pay the cost of any necessary telephone connection(s) or reconnection(s) and the payment of full rental and all outgoing calls made in connection with the employee's duties which have been recorded.
- 30.2 A Board may, by agreement with the employee, pay a telephone allowance in lieu of payment specified in clause 30.1.
- 30.3 Where the connection is outside the urban boundaries of a town, village, city, etc. and the Board may require connection and the connection fee exceeds the average connection fee for that urban area, the payment of additional connection costs may be negotiated.
- 30.4 A Board may at its discretion, pay such proportion of private calls from such telephone mentioned in the Award as the Board determines and under such conditions as the Board determines.

31. Home Office Allowance

Where the Board, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

- (a) A formal Agreement shall be signed by the Board and the Employee before such official use of the space.
- (b) The Board will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Board.
- (c) The furniture and equipment provided by the Board shall remain the property of the Board.
- (d) An Allowance per year of an amount setout in Table 2 - Allowances, payable to the Employee on a fortnightly basis in arrears, shall be paid by the Board on commencement of the use of the room after the Agreement has been signed.
- (e) The amount of the Allowance will increase in accordance with the amount specified in the Crown Employees (Public Service Conditions of Employment) Award for using a room at home as an office.
- (f) If the Agreement is cancelled in writing by either party, no further payments shall be paid by the Board and no amounts shall be refunded by the Employee.

32. Deduction of Association and Union Membership Fees

- (i) The Association and the Union shall provide the employer with a schedule setting out fortnightly membership fees payable by members of the Association and the Union in accordance with their rules.
- (ii) The Association and the Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- (iii) Subject to (i) and (ii) above, the employer shall deduct fortnightly membership fees from the pay of any employee who is a member of the Association or Union provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded at least monthly to the Association or Union together with all necessary information to enable the Association or Union to reconcile and credit subscriptions to employees' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association or Union, all membership fees shall be deducted on a fortnightly basis.
- (vi) An employee may revoke, with two (2) weeks notice in writing, any authorisation to the employer to make payroll deductions of membership fees.
- (vii) There shall be no requirements to make deductions for casual employees with less than two (2) months service (continuous or otherwise).
- (viii) Where an employee has already authorised the deduction of the Association or 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.

33. Indexation of Allowances

With the exception of clauses 21 Living Allowance; 22 Travelling Allowance; 23 Accommodation Allowance; 28 Flying Allowance; 29 Motor Vehicle Usage and Allowance; and 32 Home Office Allowance, all allowances shall be moved automatically in accordance with movements in the State Wage Case decisions.

34. Dispute Settling Procedures

- 34.1 The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settling complaints and grievances. It is not intended to prescribe or offset the right of any party to instigate proceedings under the provisions of the *Industrial Relations Act 1996*.
- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and/or their representative and the relevant supervisor it shall be referred to the Chairperson in an attempt to resolve the matter.
 - (ii) Failing settlement of the issue at this level, the matter shall be referred to the Board for their advice and assistance.
 - (iii) Failing settlement of the issue at this level, the matter shall be referred to the Council for their advice and assistance.
 - (iv) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate tribunal under the *Industrial Relations Act 1996*.
 - (v) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
 - (vi) The right is reserved to the parties to vary this procedure where a bona fide safety factor is involved.
- 34.2 Notwithstanding Clause 34.1, the Board shall not make a monetary offer in settlement of a dispute without the prior written approval of the Council.

35. No Extra Claims

- 35.1 This Award provides pay increases arising from the agreement of the parties as contained in Schedule B Heads of Agreement between the Rural Lands Protection Boards and the Associations
- 35.2 The Association and the Union undertake not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements resulting in this Award.
- 35.3 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims to take effect during the term of this Award except for any areas so agreed between the parties.
- 35.4 The no extra claims commitment does not preclude any claims that may arise following the adoption of a new Equal Remuneration Principle by the New South Wales Industrial Relations Commission.

36. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (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.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

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

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

37. Area, Incidence and Duration

37.1 This award rescinds and replaces the Rural Lands Protection Boards Salaries and Conditions Award 2002 published 6 September 2002 (336 I.G. 39) and all variations thereof.

37.2 It shall apply to District Veterinarians, Rangers, Field Assistants, Administrative Assistants, Customer Service Officers, Office Coordinators, Administrative Officers, Executive Officers, and Managers employed under the *Rural Lands Protection Act 1998* under the jurisdiction of the Rural Lands Protection Boards (State) Industrial Committee.

Commencement and finishing dates.

37.3 It shall take effect from the beginning of the first pay period to commence on or after 1 July 2004 and shall remain in force thereafter until 30 June 2007.

PART B

MONETARY RATES

Table 1 - Salaries

(1) District Veterinarians

Previous Grades & Years	Previous Salary \$	Grades & Years \$	Salary \$
Grade I 1st year 2nd year	46,266 48,616	Grade 1 1st year 2nd year	48,266 48,616
Grade I 3rd year Grade II 1st year 2nd year	51,053 53,029 56,204	Barrier	
		Grade 2 1st year	51,053
		2nd year 3rd year	53,029 56,204
Grade II 3rd year	59,649	Barrier	
		Grade 3 1st year	59,649
Grade III 1st year 2nd year	62,778 67,822	2nd year 3rd year	62,778 67,822
Grade IV 1st Year	71,598	Barrier	
		Grade 4 1st year	71,723
		2nd Year	73,871
		3rd Year	76,045

1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.

1.2 No further increases to apply to this allowance.

(2) Managers & Executive Officers

Managers

Board	Grade	1st year	2nd year	3rd year	4th year
Central Tablelands	M3	60000	62000	64000	
Tamworth	M3	60000	62000	64000	
Young	M3	60000	62000	64000	
Northern New England	M3	60000	62000	64000	
Armidale	M3	60000	62000	64000	
Yass	M3	60000	62000	64000	
Moss Vale	M3	60000	62000	64000	
Hume	M3	60000	62000	64000	
Northern Slopes	M3	60000	62000	64000	
Mudgee/Merriwa	M3	60000	62000	64000	
Forbes	M3	60000	62000	64000	
Wagga Wagga	M3	60000	62000	64000	
Moree	M3	60000	62000	64000	
South Coast	M2	56000	58000	60000	
Gundagai	M2	56000	58000	60000	
Dubbo	M2	56000	58000	60000	
Riverina	M2	56000	58000	60000	
Hunter	M2	56000	58000	60000	
Narrabri	M2	56000	58000	60000	
Coonamble	M2	56000	58000	60000	
Cooma	M2	56000	58000	60000	
Murray	M2	56000	58000	60000	
Kempsey	M2	56000	58000	60000	
Goulburn	M2	56000	58000	60000	
Grafton	M2	56000	58000	60000	
Molong	M2	56000	58000	60000	
Hay	M1	52000	54000	56000	
Narrandera	M1	52000	54000	56000	
Condobolin	M1	52000	54000	56000	
Coonabarabran	M1	52000	54000	56000	
Nyngan	M1	52000	54000	56000	
Walgett	M1	52000	54000	56000	
Tweed-Lismore	M1	52000	54000	56000	
Gloucester	M1	52000	54000	56000	
Casino	M1	52000	54000	56000	
Maitland	M1	52000	54000	56000	
Braidwood	M1	52000	54000	56000	
Bombala	M	45000	47000	49000	
Executive Officers Board					
Bourke	EO	38000	39000	40000	41000
Balranald	EO	38000	39000	40000	41000
Cobar	EO	38000	39000	40000	41000
Brewarrina	EO	38000	39000	40000	41000
Hillston	EO	38000	39000	40000	41000
Broken Hill	EO	38000	39000	40000	41000
Wilcannia	EO	38000	39000	40000	41000
Wentworth	EO	38000	39000	40000	41000
Milparinka	EO	38000	39000	40000	41000
Wanaaring	EO	38000	39000	40000	41000

(3) Customer Service Officers

Previous AA Levels		Previous Salary \$	Customer Service Officer		Salary \$
Level 1	1st year	25 328	Grade 1	1st year	29 500
Level 2	1st year	29 485	Grade 2	1st year	30 000
	2nd year	29 485		2nd year	30 500
Level 3	1st year	30 117	Grade 3	1st year	31 000
	2nd year	30 117		2nd year	32 000
	3rd year	30 117			32 000
					Barrier
Level 4	1st year	32 252	Grade 4	1st year	33 000
				2nd year	34 000

					Barrier
Senior AA		34 567	Senior Customer Service Officer	Level 1	35 000
					Barrier
				Level 2	36 500

(4) Office Coordinators

	Salary
1st year	38 000
2nd year	38 500
3rd year	39 000

(5) Rangers

Previous Classification	Previous Salary \$	Classification		Salary \$
Ranger				
1st year	34 894	Grade 1	1st year	34 894
2nd year	36 096	Grade 2	1st year	36 096
			Level 2	36 596
3rd year	37 445		2nd year	37 445
			Level 2	37 945
4th year	38 883		3rd year	38 883
			Level 2	39 383
			Barrier	
Multi-skilled Ranger	39 701	Grade 3	Level 1	40 201
Specialist Ranger yr. 1				
			Level 2	41 701
Senior Ranger	41 069	Grade 4	Level 1	42 069
Specialist Ranger yr. 2				
			Level 2	44 569
Managing Ranger	44 233 (inclusive of supervision allowance)	Grade 5 Managing Ranger	Level 1	46 233 (inclusive of supervision allowance)
			Level 2	48 733 (inclusive of

				supervision allowance)
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- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5, on attaining a Diploma that, in the opinion of State Council, is relevant, OR
- 5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5, on attaining a Degree that, in the opinion of State Council, is relevant.
- 5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.

(6) Field Assistants

Classification	Salary \$
Level 1	30,117
Level 2	32,253
Senior	34,894

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$				
1	5.4.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$ 36.52 per week.				
	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only.	With Dependants	Without Dependants			
		Grade	Per annum \$	Per annum \$			
2		A	1,083.00	758.00			
3		B	1,444.00	1,012.00			
4		C	1,926.00	1,348.00			
5	22	Travelling Allowance If the Employees private car is used	51.6 cents/km 72.0 cents/km 77.4 cents/km	(eng cap. Under 1600cc) (eng cap. 1600cc- 2700cc) (eng cap. Over2700cc)			
6	23	Accommodation - Allowances					
		Incidental Expenses Allowance when claiming Actual Expenses	\$14.20 per day				
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	219.55				

		Brisbane Canberra	214.55 191.55	Newcastle Wollongong	196.55 188.55	Bathurst Maitland Wagga Wagga	166.75 166.75 166.75
		Darwin Hobart Melbourne	210.55 192.55 238.55				
		Perth	205.55			All Other Country Locations	
		Sydney	245.55			151.75	
		Meal Expenses	Capital Cities & High Costs Country		Tier 2 & Other Country Centres		
8		Breakfast before 6:00am	Max \$18.40		Max \$16.40		
9		Lunch	Max \$20.55		Max \$18.75		

10		Dinner after 6:30pm	Max \$35.40		Max \$32.40		
11	24	Camping allowance	\$31.10 Per Day		takes into account supplying own food, incidentals and general disability.		
12	24	Equipment Allowance If camping equipment not provided by Board.	\$23.20 per day for supplying own camping equipment				
13	24	Bedding Allowance If bedding or sleeping bag not provided by Board	\$3.85 per day for supplying own sleeping bag				
14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$7.45 per day in addition to any other Allowance				
15	26	Employee requested by the Board to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	\$7.69 per week				
16	27	Employee requested by the Board to supply own dog, including responsibility for housing, caring and feeding in own time	\$4.00 per week per dog				
17	28	Flying Allowance	\$13.30 per hour				
18	31	Home Office allowance	\$ 665 per year (or such other amount as specified in the Crown Employees Public Service Conditions Award).				

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

<p>Long Service Leave Accrual Table Based On A Five (5) Day Week</p>
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All figures in this table refer to working days

Years 1 to 5 are shown for accrual purposes ONLY.

Years	0-10 Years	Years	10+ Years	Years	10+ Years
1	4.4 days	11	55 days	21	165 days
2	8.8	12	66	22	176
3	13.2	13	77	23	187
4	17.6	14	88	24	198
5	22.0	15	99	25	209
6	26.4	16	110	26	220
7	30.8	17	121	27	231
8	35.2	18	132	28	242
9	39.6	19	143	29	253
10	44.0	20	154	30	264
				31	275
Months	0-10 Years	Months	10+ Years	32	286
1	0.4 days	1	0.9 days	33	297
2	0.7	2	1.8	34	308
3	1.1	3	2.7	35	319
4	1.4	4	3.6	36	330
5	1.8	5	4.5	37	341
6	2.2	6	5.4	38	352
7	2.5	7	6.3	39	363
8	2.9	8	7.2	40	374
9	3.3	9	8.1	41	385
10	3.6	10	9.1	42	396
11	4.0	11	10.0	43	407
				44	418
				45	429
Weeks	0-10 Years	Weeks	10+ Years	46	440
1	0.09 days	1	0.23 days	47	451
2	0.18	2	0.45	48	462
3	0.27	3	0.68	49	473
4	0.36	4	0.91	50	484
				51	495
Days	0-10 Years	Days	10+ Years	52	506
1	0.02 days	1	0.05 days	53	517
2	0.04	2	0.09	54	528
3	0.05	3	0.14	55	539
4	0.07	4	0.18	56	550
5	0.09	5	0.23		

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken, (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply $21 \times 5/7 = 15$ working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

A. W. MACDONALD, Commissioner.

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(1775)

SERIAL C3513

**THE COOMA CHALLENGE LIMITED BUSINESS SERVICES
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 6910 of 2004)

Before Commissioner McLeay

16 December 2004

AWARD

PART A

1. Title

This Award shall be known as The Cooma Challenge Limited Business Services (State) Award.

2. Arrangement

Clause No. Subject Matter

PART A

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2. Arrangement
3. Definitions
4. General Savings Clause
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6. Anti-Discrimination
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8. Employees with a Disability
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PART B

MONETARY RATES

- Table 1 - Rates of Pay - Employees with a Disability
 Table 2 - Rates of Pay - Employees without a Disability
 Table 3 - Other Rates and Allowances

3. Definitions

"Cooma Challenge" means Cooma Challenge Limited (ACN:060284460) trading as any one or more of the following business services:

"Koombah Enterprises"

"Koombah Garden Maintenance"

"Ezy-Wood"

"Essentially Monaro".

"Award" means Cooma Challenge Limited Business Services (State) Award.

"Employee(s) without a disability" means any employee who is not an "employee(s) with a disability" and who is engaged by Cooma Challenge pursuant to clause 9, Employees without a Disability.

"Employee(s) with a disability" means a person who is permanently incapacitated. Such incapacity may be intellectual, physical, sensory and/ or psychiatric, such that they are eligible to claim a disability allowance or pension" and are employed by Cooma Challenge pursuant to clause 8, Employees with a Disability.

"Employer" refers to Cooma Challenge (as defined above).

"Transfer of business" means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of a business service of Cooma Challenge. For the purposes of this Award a transmission will have been deemed to occur whether or not the character or activity of any business service or part of a business service continues to be identical or similar in character under the control of the transmittee as it did under the transmitter.

"Union" means the Transport Workers' Union of New South Wales.

4. General Savings Clause

- 4.1 All service accrued by an employee prior to the making of this Award shall be counted as service for the purposes of this Award.
- 4.2 Nothing in this Award shall be deemed or construed to reduce wages and/or conditions or other benefits of which any employee may have been entitled to prior to the making of this Award.

5. Objectives

- 5.1 Cooma Challenge is a supported employment business service funded under the provisions of the *Disability Services Act 1986* (Cth). Cooma Challenge is a not-for-profit organisation which trades in woodwork, gardening and lawn maintenance and textile services to the community. Cooma Challenge provides employment and vocational opportunities to employees with a disability.

Cooma Challenge's obligations towards its employees extends beyond a traditional employer-employee relationship, whilst Cooma Challenge Business Service operates in the same commercial environment as conventional businesses. Cooma Challenge aims:

- (a) To give adults with disabilities the opportunity to live and work in the community and through this process be acknowledged and respected as equalled and valued members of society.
- (b) To build the self-esteem and sense of belonging in the community by providing meaningful employment opportunities for its employees with disabilities.
- 5.2 Cooma Challenge provides employment opportunities to persons who meet the following criteria:
- 5.2.1 Persons in receipt of a disability pension from the Commonwealth.
- 5.2.2 Persons who are eligible for case base funding from the Commonwealth.
- 5.2.3 Persons whose disability requires them to have on-going support.

- 5.2.4 Persons whose unsupported employment in the mainstream workforce would be unlikely.
- 5.3 Cooma Challenge has a responsibility to provide supported employment and other services to eligible persons who met the criteria set out in subclause 5.2 of this clause and who reside in the districts of the Monaro, Snowy River and Bombala Shires. In addition, it is possible that Cooma Challenge may be required in the future to provide services for eligible persons who reside outside these areas.
- 5.4 Cooma Challenge's employment obligations include:
- 5.4.1 To provide its employees with a safe working environment.
- 5.4.2 To assist adults with disabilities to reach their maximum potential in employment, vocational skills and integration in the community through the operation of viable and commercially sustainable employment activities.
- 5.4.3 To provide a training structure that will allow its employees to obtain new skills which in turn will lead to greater job satisfaction, higher pay rates and confidence and self-esteem building.
- 5.4.4 Ensure that employees with a disability have opportunities for learning and skills acquisition including (but not limited to):
- (i) Pre-vocational training, e.g. teaching employees a work ethic, conscientiousness and taking responsibility for attending work.
 - (ii) Vocational training and programming.
 - (iii) Job modification to suit the needs of individuals with disabilities.
 - (iv) Support to employees with a disability if they are able to move to open employment.
 - (v) A range of non-vocationally related supports.

5.5 Objectives of the Award

This Award aims to:

- 5.5.1 Protect employees from arbitrary treatment and exploitation.
- 5.5.2 Provide fair and equitable wages and conditions to employees with a disability and their trainers and supervisors.
- 5.5.3 Provide conditions of employment which are relative and comparable to an open employment industrial award (see this subclause).
- 5.5.4 Introduce a progressive pro rata wage assessment tool which, unlike the Business Services Wage Assessment Tool (BSWAT) or the traditional award-based supported employment wage assessment tool, does not compare the productivity of a worker with a disability against that of a non-disabled worker doing the same task.
- 5.5.5 Provide on-the-job training and assistance for workers with a disability so that may progress through the skill levels set out in clause 8, Employees with a Disability.
- 5.5.6 Introduce a dispute resolution process which upholds due process and promotes fair and equitable outcomes.
- 5.5.7 Ensure that the process of the management of industrial relations in the workplace of the employer is transparent and structured so as to provide certainty to the all who are bound by the Award.

- 5.5.8 Recognise the legitimate role of the Union as representatives and advocates for the industrial rights of the employees.
- 5.5.9 Provide the employer with certainty and for the better management of industrial relations consistent with Standard 9 of the Disability Service Standards and the principles of Case Base Funding.
- 5.6 Wages payable to workers with a disability under this Award are set out in clause 8, Employees with a Disability, and are a pro rata of rates of pay applicable under the Textile Industry (State) Award.
- 5.7 This Award has been developed through a process of consultation with employees, parents, carers and guardians and the Union.

6. Anti-Discrimination

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

Notes

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

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

7. Dispute Settlement and Grievance Procedure

Preamble and Definitions

- 7.1 All employees have a right to raise grievances and have them resolved in a manner, and to a level, which is satisfactory to them. No employee who raises a grievance shall be subject to victimisation or penalty.
- 7.2 For the purposes of this clause the "Complaints Officer" shall be the person nominated by the employer for the purpose in the Cooma Challenge Limited Business Services Grievance Procedure approved by the Board of Directors on 27 October 1997 and reviewed from time to time (see Appendix A).
- 7.3 For the purposes of this clause "Industrial Matter" shall have the same meaning as "Industrial Matters" contained in section 6 of the *Industrial Relations Act 1996*.

Grievance Procedure

- 7.4 Where a grievance or a dispute arises between the employer and an employee or the Union and Cooma Challenge in relation to a term of this Award or other industrial matters, then the following steps shall be taken:
- 7.4.1 As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the Complaints Officer, the worker or workers concerned and the Union delegate who shall attempt to settle the dispute.
- A. The Complaints Officer will keep records in relation to each step in the procedure under this subclause and this record will include the following:
- (i) Who has made the grievance
 - (ii) The nature of the grievance
 - (iii) Proposed action to be taken or resolutions (if any) including any recommendations to the Board of Directors
 - (iv) Responses or actions of employee to any action or proposed action to be taken.
- B. A copy of this record is to be made available to the Union within five working days of the complaint being made.
- 7.4.2 If the dispute is not resolved, the issue or claim shall be considered jointly by the Chief Executive Officer or another senior member of management and an official of the Union who shall attempt to settle the dispute.
- 7.4.3 If the dispute is not resolved, the dispute may then be notified to the Industrial Relations Commission of New South Wales which shall resolve the dispute by conciliation and/or arbitration.
- 7.5 This dispute resolution procedure shall not affect the right of any party to exercise a right in accordance with the Cooma Challenge Limited Business Services Grievance Procedure approved by the Board of Directors on 27 October 1997 and reviewed from time to time and refer a non-industrial matter to an external body other than the Industrial Relations Commission of New South Wales for consideration.

8. Employees with a Disability - Rates of Pay, Assessment and Classification

- 8.1 Trial Period

- 8.1.1 The purpose of the trial period is to allow time for the employer to organise an assessment of the employee for the purpose of skills classification. The trial period is not a period of probation.
- 8.1.2 New employees may be employed on a trial period on commencement of their employment until they are assessed but for not more than 12 weeks from the date they commenced employment with the employer.
- 8.1.3 Existing employees are subject to this clause whilst undertaking training in duties belonging to a higher skill level than the one they are currently assessed at.
- 8.1.4 During the trial period the employee will be assessed in accordance with subclauses 8.3 and 8.4 to determine their rate of pay.
- 8.1.5 The employer may extend the trial period for a specified period of time with the written consent of the Secretary or the Assistant Secretary of the TCF-Sub-Branch of the Union.
- 8.1.6 The written consent, if given by the Secretary or the Assistant Secretary of the TCF-Sub-Branch of the Union, shall specify the new date the trial period will expire.
- 8.1.7 New employees subject to this clause will be paid at no less than Level 1 of Table 1 - Rates of Pay - Employees with a Disability, of Part B, Monetary Rates, until they are assessed.
- 8.1.8 If upon their assessment it is determined that the new or existing employee is entitled to a higher level of remuneration, then they shall be entitled to be paid the difference between what they were receiving and what they are entitled to receive in accordance with the level they are finally assessed at. Such payment shall be back dated to such time the employee with a disability would have been entitled to the higher level but for:
- (a) the time taken to arrange and perform the assessment; and
 - (b) the time the employee took to become 'competent' in the skill level being performed (see paragraph 8.3.3 of this clause).
- 8.2 The Assessor
- 8.2.1 The assessor shall be either:
- (i) The employer together with the Union; and/or
 - (ii) A suitably qualified person as agreed between the employer and the Union.
- 8.2.2 The assessment, once completed, shall record the classification under this Award for each employee with a disability assessed and the date the assessment takes effect.
- 8.2.3 The employer shall provide a copy of the assessment and any supporting documentation used by the assessor in the assessment, to the Union and/or the employee upon either the Union's or the employee's request (but no later than seven days after the request is made).
- 8.3 The Assessment
- 8.3.1 Employees will be assessed based on the work they are performing under the skill level descriptors in subclause 8.4 of this clause.
- 8.3.2 In keeping with the philosophy of Cooma Challenge and the intention of this Award, progression to a higher skill level under this Award is dependent on demonstrated capacity to perform the duties consistent with that level as set out in the descriptors in the said subclause 8.4.

8.3.3 Therefore, the parties shall recognise competency in performing tasks as being the prime indicator for justifying progression and re-classification to a higher level under the said subclause 8.4.

8.3.4 For the purpose of this clause "competency" is defined as the ability to perform at least two tasks within the criteria of any particular skill level descriptor as set out in the said subclause 8.4. No weight shall be given to how an employee might compare to an able bodied person in performing the same task or tasks contained within the skill level descriptors in the said subclause 8.4.

8.3.5 The assessment of employees will be subject to annual review or earlier if the employee demonstrates a capacity or willingness to try new skills.

8.3.6 No party to this Award shall refuse a reasonable request for an assessment review.

An employee shall not be disadvantaged by delays in arranging and/or performing an assessment. If a review under this subclause results in an employee with a disability being classified at a higher level, they shall be entitled to be paid the difference between their new level and old level backdated to such time the employee with the disability would have been entitled to the higher level but for the time taken to arrange and perform the assessment.

8.3.7 No employee with a disability shall suffer a pay reduction as a result of a review or further assessment.

8.3.8 Any disputes arising in relation to the implementation of this clause shall be subject to the dispute settlement procedure set out in clause 7, Dispute Settlement and Grievance Procedure.

8.4 Skills Classification

All employees of Cooma Challenge with disabilities shall have a basic knowledge and/or will undertake training in the following:

Introduction to support staff and co-workers

Occupational health and safety policy and practices

Conditions of employment

Cooma Challenge policies and procedures.

Level 1

An employee at this level exercises minimal judgement and performs a small range of basic tasks that are relevant to their job description, using well-established techniques and practices either individually or in a team environment. An employee's work at this level will be supervised.

The duties of an employee at Level 1 may include:

Packing and Assembly Section

Good housekeeping/general cleaning (e.g. sweeping)

Collating two items

Basic counting one to 10

Putting briquettes in box

Folding in one fold

Gardening Maintenance Section

Weeding planted area (supervised)

Watering garden
Good housekeeping and general cleaning

Woodwork Section

Putting kindling in bag
Good housekeeping/general cleaning
Sanding timber using wire brush

Rag Cutting/Sorting Section

Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

An employee at this level will be offered training to enable them to reach Level 2.

Level 2

An employee at this level performs a range of varied, but basic, tasks above those of Level 1, that are relevant to their job description, using well-established practices and techniques either individually or in a team environment. An employee's work at this level will be supervised.

The duties of an employee at Level 2 may include all those of Level 1. Additional duties at this level may include, but are not limited to, the following:

Packing and Assembly Section

Advanced counting skills (e.g. can count higher than one to 10)
Collating more than two items
Enveloping documents/pamphlets, etc.
Threading herringbone tape
Folding (up to two folds)
Assembling briquette boxes

Gardening Maintenance Section

Raking leaves and grass cuttings
Loading and unloading gardening and maintenance equipment from truck
Loading and unloading garden refuse and paper
Mowing grassed area with push mower
Cleaning tools and equipment after use
Sorting paper for recycling
Pruning with secateurs
Sweeping paths

Woodwork Section

Painting timber with hand brush
Sanding timber using sandpaper
Stacking timber
Removing nails from recycled timber
Filling sandbag
Cutting kindling with hatchet
Cleaning tools and equipment after use

Rag Cutting/Sorting Section

Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 2 employee will be offered training to enable them to progress to Level 3.

Level 3

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of Level 2 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment. An employee at this level shall be supervised.

The duties of an employee at Level 3 may include all those of a Level 1 and Level 2. Additional duties at this level may include, but are not limited to, the following:

Packing and Assembly Section

Assembling and taping briquette box

Photocopying

Unloading briquettes from truck

Letter box delivery

Knotting and cutting herringbone tape

Labelling and addressing envelopes

Bundling multiple items for delivery

Quality control awareness

Gardening Maintenance Section

Using whipper snipper/brush cutter

Pruning from ground level using a ladder

Feeding compressing machine (elephant's foot)

Feeding shredding machine

Woodwork Section

Sanding timber with electric sander

Painting timber with roller and brush

Bundling stock

Weighing sandbags

Rag Sorting/Cutting

Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 3 employee will be offered training to enable them to progress to Level 4.

Level 4

An employee at this level performs a range of varied tasks (including intermediate tasks) above those of Level 3 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment. An employee at this level shall be supervised.

The duties of an employee at Level 4 may include all of those of a Level 1, Level 2, and Level 3. Additional duties at this level may include, but are not limited to, the following:

Packing and Assembly Section

Putting tape in dispenser
Stacking packed boxes
Taping packed boxes
Stacking pallet

Gardening Maintenance Section

Operating a ride-on mower
Securing loads
Writing customer dockets or invoices

Woodwork Section

Using pointing machine
Tying wire around stock bundles
Tying off top of sandbag

Rag Sorting/Cutting

Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

A Level 4 employee will be offered training to enable them to progress to Level 5.

Level 5

An employee at this level performs a range of varied tasks (including intermediate tasks but not complex tasks) above those of Level 4 that are relevant to their job description, using well-established practices and techniques either individually or in a team environment.

The duties of an employee at Level 5 may include all those of a Level 1, Level 2, Level 3 and Level 4. Additional duties at this level may include, but are not limited to, the following:

Packing and Assembly Section

Guillotining
Writing customer docket or invoice
Weighing packages
Wrapping stacked pallet with plastic

Gardening Maintenance Section

Operating compressing machine (elephant's foot)
Operating shredding machine
Carrying out basic maintenance on shredding machine
Carrying out basic maintenance on compressing machine
Carrying out maintenance on ride-on mower

Woodwork Section

Operating bench saw
Painting snow poles
Carrying out quality control checks
Writing customer dockets or invoices

Rag Sorting/Cutting

Any other activities for which the employee has been trained and the Union and Cooma Challenge consider appropriate to classify at this level.

An employee's work at this level will generally be subject to limited supervision. A Level 5 employee will be offered training to enable them to progress to Level 6.

Level 6 (more complex tasks)

An employee at this level performs a range of varied tasks (including intermediate tasks but also more complex tasks) above those of Level 5 that are relevant to their job description, using well-established practices and techniques, either individually or in a team environment.

The duties of an employee at Level 6 may include all those of a Level 1, Level 2, Level 3, Level 4 and Level 5. Additional duties at this level may include, but are not limited to, the following:

Packing and Assembly Section

Operating pedestrian forklift
Writing customer docket or invoice
Handling petty cash
Carrying out quality control

Gardening Maintenance Section

Carrying out quality control
Handling petty cash
Writing customer docket or invoice
Operating machine independently

Woodwork Section

Carrying out quality control
Handling petty cash
Operating machine independently
Writing customer dockets or invoices
Rag Sorting/Cutting

Any other activities for which the employee has been trained and the Union or Cooma Challenge consider appropriate to classify at this level.

8.5 Employees with Disabilities - Rates of Pay

8.5.1 The minimum award rate for employees with disabilities shall be the undermentioned percentages of the weekly wage rate for Year 1 Grade 1 for Employees without a Disability as set out in Table 1 - Rates of Pay - Employees with a Disability, of Part B, Monetary Rates.

Classification	Percentage of Year 1 of Grade 1 for Employees without a Disability %
Level 1	11
Level 2	13.5
Level 3	18
Level 4	27
Level 5	36
Level 6	37.5

8.5.2 The total wage shall be calculated to the nearest five cents.

8.5.3 The rates of pay in this Award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

8.5.4 No employee assessed on a higher skill level shall incur a reduction in pay for performing duties which may attract less remuneration than they would otherwise have received had they not performed those lesser duties.

8.5.5 If an employee is employed on duty(s) carrying a higher rate of pay than the employee's ordinary classification, the higher rate must be paid in accordance with clause 15, Mixed Functions.

8.6 No Disadvantage to Employees with Disabilities

8.6.1 In the event that an assessment pursuant to subclause 8.4 of this clause provides a rate of remuneration that is less than that payable had the employee been assessed pursuant to the criteria set by the Australian Liquor, Hospitality and Miscellaneous Workers Union Supported Employment (Business Enterprises) Award 2001 or any successor thereto (hereafter referred to as 'the LHMU Federal Business Services Award'), then the employee with a disability shall be paid no less than the rate payable under the LHMU Federal Business Services Award.

8.6.2 In the event that an assessment pursuant to the criteria set by the LHMU Federal Business Services Award provides a rate of remuneration lower than that payable in accordance with the assessment undertaken in accordance with the said subclause 8.4, then the employee with a disability shall be paid the rate set by this Award.

9. Employees without a Disability

9.1 The employment of employees without a disability who are primarily engaged in supervising the activities of workers with a disability are subject to this Award. Employees without disabilities employed pursuant to this clause shall not be required to develop or coordinate policy or develop a budget for the business service of the employer.

9.2 All employees without a disability shall have a basic knowledge and/or will undertake training in the following:

The objectives and aims of Cooma Challenge

Conditions of employment

Introduction to support staff and co-workers

Cooma Challenge Policies and procedures

Occupational Health and Safety Policy and practices

9.3 Upon commencement of this Award, and thereafter upon commencement of employment, employees without a disability shall be classified as either a Business Services Grade 1 or 2 as set out in subclause 9.4 of this clause and shall receive no less than the amount set in Table 2 - Rates of Pay - Employees without a Disability, of Part B, Monetary Rates.

9.4 Classifications

- 9.4.1 "Business Services Worker Grade 1" shall mean a person who is employed to supervise but who may also provide training and or on-the-job instruction in work and vocational-related skills to employees with a disability.
- 9.4.2 "Business Services Worker Grade 2" shall mean a person who is employed to carry out duties as described in Grade 1 but who shall, in addition to Grade 1 duties, be responsible for the day-to-day supervision and running of a business service, including the supervision of employees without a disability, and be responsible for ensuring that work deadlines and quality assurance standards are met.
- 9.4.3 All employees engaged as Business Services Grade 1 or Business Services Grade 2 shall move from level to level within their grade after each 12 months' continuous service. For this purpose of this subclause, "Continuous Service" shall have the same meaning as set out in subclause 18.4 of clause 18, Annual Leave.

10. Hours of Employment

- 10.1 All employees other than casual employees shall be engaged by the week. 38 hours shall constitute a week's work to be worked within five days, Monday to Friday inclusive, and between the hours 6.00 a.m. (being the earliest time for the commencement of work) and 6.00 p.m. (being the latest time for the cessation of work) on any single day. No employee shall be rostered for duty for longer than eight hours on any one day without payment of overtime.
- 10.2 Provided further that any alteration to starting and finishing times shall be agreed upon by the employer and at least 75% of the employees concerned and assented to by the Union in writing or as approved by the Industrial Relations Commission of New South Wales.
- 10.3 Except in the case of an emergency, the employer shall give one week's notice of any alteration to the starting and ceasing times of ordinary work.
- 10.4 The ordinary working hours shall be prominently displayed in each workshop or factory.

11. Midday Meal Interval

- 11.1 An interval of not more than one hour and not less than 30 minutes shall be allowed for the midday meal. An employee will not be required to work for more than five hours without a meal break of half an hour.
- 11.2 The meal interval shall be observed between the hours of 11.30 a.m. and 2.00 p.m.
- 11.3 The midday meal break for workers without a disability shall be paid.

12. Overtime

- 12.1 All time worked by a weekly employee, including a part-time employee, in excess of the employee's normal number of daily hours or outside the daily limits prescribed in clause 10, Hours of Employment, shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Each day shall stand alone for the purpose of calculating overtime and any overtime worked on any day of the week shall be paid for on a daily basis.
- 12.2 Requirement to Work Reasonable Overtime
- 12.2.1 Subject to paragraph 12.2.2 of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.

- 12.2.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 12.2.3 For the purposes of the said paragraph 12.2.2, 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/her intention to refuse it;
 - (e) Any other relevant matter.
- 12.2.4 The Union shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with this subclause.
- 12.3 No employee under the age of 16 years shall be employed on overtime beyond 6.00 p.m.
- 12.4 It is the responsibility of the employer to ensure that appropriate transport arrangements are made for all employees required to work overtime. In such circumstances the employer shall provide safe transport arrangements to and/or from the employee's place of residence if the employee is required to start earlier than 6.00 a.m. or work later than 6.00 p.m., Monday to Friday or at anytime on weekends.
- 12.5 An employee required to work for longer than one and a half hours after the usual finishing time shall be allowed at least 30 minutes for a meal break. Provided that this provision shall not apply to employees on any day where there is an early finish time, unless a total of five and a half hours or more, inclusive of overtime, is to be worked following the midday meal break.
- 12.6 An employee, other than an employee subject to subclause 12.5 of this clause, who is required to work overtime for more than one hour beyond the ordinary finishing time on any day, other than on a working day of less than eight ordinary hours, shall be entitled to a rest period of 10 minutes paid for at the appropriate rate.

13. Meal Money

- 13.1 An employee required to work overtime for more than one hour after the employee's usual ceasing time or beyond 6.00 p.m. (whichever is the earlier) on any day, Monday to Friday inclusive, shall either be supplied with an adequate evening meal by the employer or paid as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu thereof.
- 13.2 If the notice to work overtime is given and overtime is not worked (except as a result of a breakdown in machinery or plant), the tea money prescribed herein shall be paid.

14. Rest Period

- 14.1 Employees shall be entitled to a daily rest period for a minimum of 15 minutes, without loss of pay. If it is reasonable in the circumstances, the employer shall allow further rest periods for individual employees.
- 14.2 The rest period may be taken between the hours of 9.00 a.m. and 11.00 a.m., at the discretion of the employer.
- 14.3 Employees shall not leave the work site without management approval during rest periods.

15. Mixed Functions

- 15.1 Except for employees undergoing training in higher duties in accordance with paragraph 8.1.3 of clause 8, Employees with a Disability, the following conditions shall apply to an employee employed for various periods on duties carrying a higher rate than the employee's ordinary classification:
- 15.1.1 For two hours or less of one day, payment shall be at the higher rate for the time so worked.
- 15.1.2 For more than two hours of one day, payment shall be at the higher rate for such day.
- 15.1.3 For more than two days of a week, payment shall be at the higher rate for the full week.
- 15.2 Where an employee is engaged in tasks which attract a higher rate of pay than that which the employee is normally employed, the employer shall keep an accurate record of the time worked by such an employee on each class of work he/she is so engaged. In the absence of an accurate record, the employee shall be entitled to the higher rate of pay for the whole of each week the employee is engaged in tasks which attract a higher rate of pay.
- 15.3 Where the employee is carrying out duties at a higher rate than the employee's ordinary classification on a recurring basis, then the employee shall be deemed to be entitled to that higher rate thereafter.

"Recurring basis" includes, but is not limited to, employees who may perform work at a higher classification at least one occasion in a two-week period.

16. Terms of Engagement

- 16.1 Method of Engagement
- 16.1.1 Subject to the provisions of this Award, employees may be engaged either on a full-time, part-time or a casual basis or for a specified period in circumstances described in paragraph 16.1.4 of this subclause.
- 16.1.2. The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement or, in the case of existing employees, within two months of the effective date of this Award.
- 16.1.3 All employees employed pursuant to this Award other than casual employees shall be deemed to have ongoing employment.
- 16.1.4 Paragraph 16.1.3 of this subclause does not prevent the employer from offering an employee (referred to as 'the replacement employee') employment for a specified period to replace another employee proceeding on parental leave.
- (i) Provided that, if the employee who proceeds on parental leave does not return to work at the end of their leave, then the replacement employee shall be offered the position they are acting in (or another suitable alternative position) on a permanent basis and any service accrued whilst they were a replacement employee shall be deemed continuous for the purpose of any entitlement under this Award or other relevant industrial instrument.
- (ii) If the replacement employee is an existing employee acting in a permanent position at the time of becoming a replacement employee, then they shall be allowed to return to their former position in the event that the person they were replacing returns to duty.

Note: Section 69 of the *Industrial Relations Act* 1996 says as follows:

"69 Replacement employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job."

See further Part 4 of the *Industrial Relations Act 1996* (NSW) as reproduced in Appendix B to this Award.

16.2 Termination of Employment

16.2.1 Notice of Termination by Employer

- (i) 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
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (ii) In addition to the notice in subparagraph (i) of this paragraph 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.
- (iii) Payment in lieu of the notice prescribed in subparagraphs (i) and/or (ii) of this paragraph 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.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employee's employment not been terminated, shall be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees.
- (vi) For the purpose of this clause, notice given not later than 10.00 a.m. on any day shall be regarded as a full day's notice; otherwise, a further day's notice is required.
- (vii) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by subclause 18.4 of this clause.
- (viii) When employment is terminated by an employer, the employer shall, upon the date of such termination, pay to the employee all monies due to him or her. When employment is terminated by an employee in accordance with the terms of this Award, the employer shall, upon the date of termination, pay the employee all monies due to him or her.

- (ix) An employee shall not be given notice or dismissed, except for misconduct, whilst legitimately absent from duty on accrued sick leave or on annual leave, and the days on which an employee is absent from duty on account of such sick leave or annual leave shall not be counted as within a working week's notice for the purpose of this Award, unless, in the case of sick leave, an employee had been given notice prior to the employer being informed that paid sick leave was to be taken. Alternatively, an employee shall not be entitled to give an employer notice while absent on account of paid sick leave and paid annual leave.

(1) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

(2) Time Off during Notice Period

Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(3) Statement of Employment

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

(4) Summary Dismissal

The provisions of this clause shall not affect the right of an employer to dismiss any employee without notice for conduct that justifies instant dismissal, including neglect of duty. Where an employee is so dismissed, payment shall be made from time actually worked to the time of dismissal.

(5) Unfair Dismissals

Termination of employment by an employer shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

16.3 Other Terms of Employment

- 16.3.1 In the event of the work of the factory or section of the factory or workshop being stopped by a breakdown of machinery or for any cause for which the employer cannot reasonably be held responsible other than on account of lack of orders and/or a shortage of material, all weekly hands who present themselves for work shall be found work for that day or paid one day's wages in lieu thereof. However, an employer may, when such

causes occur, give notice to an employee that their services will not be required on the following day or days, and the employee shall not be entitled to any further payment in respect of any further days that they are out of employment by reason of such causes.

Provided that, for any day upon which an employee cannot be usefully employed because of any strike or lockout by any persons whatsoever, or any failure or lack of power arising away from the premises of the employer, or any restriction or shortage of power for which an employer cannot justly be held responsible, all weekly employees who are required to attend for work and do so attend on that day shall be paid a minimum of two hours' pay at ordinary rates. If required to perform work or remain at work for longer than two hours, payment shall be made at ordinary rates for all time standing by and time worked.

- 16.3.2 Probation - During the first three months of employment, the services of an employee may be terminated by the giving of one week's notice by either the employer or the employee, or by the payment or forfeiture of one week's pay in lieu of notice.
- 16.3.3 Subject to paragraph 16.3.4 of this subclause, an employee not attending for duty without a reasonable excuse, when there is work ready to be done by them, (except as provided in clause 20, Sick Leave) may lose their pay for the period of such non-attendance at the discretion of the employer.
- 16.3.4 With respect to an employee with a disability, the onus shall be on the employer to prove that they have not unreasonably refused to pay an employee with a disability their wages, notwithstanding the fact the employee failed to attend for duty without a reasonable excuse. Where an employer is contemplating not paying an employee with a disability under paragraph 16.3.3 of this subclause, then the procedure set out in clause 7, Dispute Settlement and Grievance Procedure, shall be followed.
- 16.3.5 Notwithstanding the said paragraph 16.3.3, the employer shall not unreasonably refuse to pay an employee for any period of absence even if that period of absence was the type described in the said paragraph 16.3.3.
- 16.3.5 Payment of Wages
- (i) Employees shall be paid in full all wages due to them not later than two working days following the termination of the working week.
- (ii) On or prior to pay day the employer shall state in writing to each employee details of the payment to which the employee is entitled, the amount of each deduction made there from and the net amount being paid to the employee.
- 16.3.6 Transfer of Business
- (i) Where a business service of the employer is, before or after the date of this Award, transferred from an employer (in this subparagraph called "the transmittor") to another employer (in this subparagraph called "the transmittee"), and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

17. Deduction of Union Membership Fees

- 17.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 17.1.1 the employee has authorised the employer to make such deductions in accordance with subclause 17.2 of this clause;
 - 17.1.2 the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - 17.1.3 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
 - 17.1.4 there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 17.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee affected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 17.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 17.3.1 where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to 5% of the monies deducted; and
 - 17.3.2 where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5% of the monies deducted.
- 17.4 Where an employee has already authorised the deduction of Union membership fees in writing from his/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.
- 17.5 The Union shall advise the employer 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 or monthly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 17.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 17.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his/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 employer in order for payroll deductions of Union membership fees to cease.

18. Annual Leave

18.1 Period of Leave

A period of 20 consecutive days' leave (four weeks) shall be allowed annually to an employee, other than a casual or part-time employee, after 12 months' continuous service (less the period of annual leave).

18.2 Annual Leave Exclusive of Public Holidays

- 18.2.1 The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26, Holidays. If any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, an amount equivalent to the ordinary time which the employee would have worked if such day had not been a holiday shall be added to the period of annual leave.
- 18.2.2 Where an employee, without reasonable cause, is absent from their employment on the working day or part of the working day prior to the commencement of their annual leave, and fails to resume work at their ordinary starting time on the working day immediately following the last day of the period of their annual leave, the employer may withhold payment for the public holidays which fall within the employee's period of annual leave.
- 18.2.3 With respect to an employee with a disability, the onus shall be on the employer to prove that they have not unreasonably withheld payment of a public holiday(s), notwithstanding the fact the employee failed to attend for duty without a reasonable cause. Where an employer is contemplating not paying an employee with a disability under paragraph 18.2.2 of this subclause, then the procedure set out in clause 7, Dispute Settlement and Grievance Procedure, shall be followed.

18.3 Broken Leave

The annual leave shall be given and taken in one or two continuous periods.

If the annual leave is given in two continuous periods, then one of those two periods must be of at least 12 working days, exclusive of public holidays.

Provided that, if the employer and an employee so agree, then the employee's annual leave entitlement may be given and taken in four separate periods.

18.4 Calculation of Continuous Service

- 18.4.1 For the purpose of this clause, service shall be deemed to be continuous, notwithstanding:
- (i) any interruption or termination of employment by the employer, if such interruption or termination has been made merely with the intention of avoiding the employer's obligations hereunder in respect of leave of absence;
 - (ii) any absence from work on account of personal sickness or accident or on account of leave granted (albeit retrospectively or prospectively) by the employer or absence due to long service leave or other reason where there is reasonable cause.
- 18.4.2 In cases of personal sickness or accident or absence with reasonable cause, the employee shall endeavour to inform the employer of their inability to attend for duty as soon as is practicable in the circumstances. A notification given by an employee pursuant to clause 20, Sick Leave, shall be accepted as a notification under this subclause.
- 18.4.3 Any absence from work by reason of any cause, not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence or within 14 days of the end of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.
- 18.4.4 In cases of individual absenteeism, such notice shall be given in writing to the employee concerned by delivering it to the employee personally or their legal guardian or carer or by posting it by registered or certified mail to the employee's or their legal guardian or carer's last recorded address, in which case it will be deemed to have reached the employee in due course of post. A copy shall be forwarded by post or facsimile to the

Union no later than the day it is sent or given to the employee, their legal guardian or carer.

- 18.4.5 With respect to an employee with a disability, the onus shall be on the employer to prove that they have not unreasonably treated any absence from work as having broken the employee's continuity of service. Where the employer is contemplating treating an absence from work as breaking the continuity of service of an employee with a disability under this clause, then the procedure set out in clause 7, Dispute Settlement and Grievance Procedure, shall be followed.

18.5 Calculation of Service

Service before the date of this Award shall be taken into consideration for the purpose of calculating annual leave. However, an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any award hereby superseded. The annual leave shall be allowed at the rate of 12.67 hours for each completed month of continuous service. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, with any broken part of a day in the result not exceeding half a day to be disregarded.

18.6 Calculation of Month

For the purpose of this clause the first completed month of service shall be reckoned as commencing with the beginning of the first working day of an engagement and as ending on a corresponding day so as to ensure that the employee concerned has completed four weeks of working time or time regarded as working time with an employer.

18.7 Leave to be Taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by subclauses 18.11 and 18.12 of this clause, payment shall not be made or accepted in lieu of annual leave.

18.8 Time of Taking Leave

Subject to the provisions of subclauses 18.3, 18.9, 18.11 and 18.12 of this clause, annual leave shall be given by the employer no later than three months from the date when the right to annual leave accrued and after at least three months' notice to the employee. Provided that, where the leave is taken in two or three or four periods, the first period shall be taken within a period not exceeding three months, and the balance shall be taken not later than six months from the date when the right to leave accrued or 30 September next following, whichever is the later. Provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent in writing of the Secretary or Assistant Secretary of the Union, be postponed for a period to be specified by the Secretary or Assistant Secretary in any case where he/she is of opinion that circumstances render such postponement necessary or desirable.

18.9 Leave Allowed before Due Date

- 18.9.1 An employer may allow an employee who so agrees to take annual leave either wholly or partly in advance. In such case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part thereof had been taken.

- 18.9.2 Where annual leave or part thereof has been granted pursuant to paragraph 18.9.1 of this subclause, before the right to annual leave has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months' continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the

amount which the employer is required to pay the employee under subclause 18.11 of this clause, the employer shall not be liable to make any payment to the employee under the said subclause 18.11, and shall be entitled to deduct the amount of excess from any remuneration payment to the employee upon the termination of employment.

18.10 Payment for Period of Leave

18.10.1 Each employee before going on leave shall be paid all wages which would normally become due and payable during the period of leave. For the purposes of subclause 18.11 of this clause, wages shall, subject to the provisions hereinafter contained, be at the rates of pay prescribed by clauses 8, Employees with a Disability, and 9, Employees without a Disability, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave or the termination of the employee's employment, as the case may be.

18.10.2 An employee who is receiving a weekly over-award payment shall be entitled to receive the whole of such weekly over-award payment for each week of annual leave to which they are entitled. Provided that all amounts paid in respect of overtime, shift work or penalty rates shall be excluded. Provided further that the over-award payment shall not apply where the employee receives pro rata payment in lieu of annual leave on termination of employment with less than 12 months' service in any 12-month qualifying period for annual leave, except in cases where an employee with more than six months' service with an employer is terminated by that employer other than for misconduct or where an employee terminates during the year on account of personal illness, substantiated by a medical certificate, or where an employee terminates on the day that the factory closes down for annual leave.

18.10.3 Where an employee has accrued a full entitlement to annual leave after a qualifying 12-month period of service and their employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the weekly over-award payment referred to in this paragraph shall apply in respect to that full entitlement or any remaining portion thereof.

18.10.4 Loading on Annual Leave - During a period of annual leave (including any period of leave allowed before due date) an employee shall receive a loading calculated on the award rate of wage prescribed by clauses 8, Employees with a Disability and 9, Employees without a Disability, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave.

This loading shall be as follows:

- (i) An employee who would have worked had the employee not been on leave shall receive a loading of 17.5%.
- (ii) The loading prescribed by this paragraph is payable in respect of any untaken part of annual leave for which payment in lieu is made.

18.11 Proportionate Leave

18.11.1 If after one month's continuous service in any qualifying 12-month period an employee leaves their employment or is discharged for neglect of duty or misconduct, they shall be paid at their ordinary rate of wage for 12.67 hours in respect of each completed month of continuous service with the employer as from the commencement of the employment and the service shall be service for which leave has not already been granted.

18.11.2 If after one month's continuous service in any part of a qualifying 12-month period an employee is terminated by the employer except for neglect of duty or misconduct, the employee shall be paid for leave for 2.923 hours for each completed week of continuous

service with the employer, the service being service in respect of which leave has not already been granted.

18.11.3 If during the second or any subsequent year of an employee's continuous service with an employer their service terminates for any reason at the close of business on the day on which the plant or that section thereof in which such employee is employed closes for the December annual closedown and the employee was involved in a similar closedown in the December of the previous year, then such employee shall be paid on termination the equivalent of four weeks' annual leave pay in respect of continuous service during the then current calendar year. Provided that such employee had not previously been allowed any annual leave in respect of service during that calendar year. Where any period of leave had already been allowed in respect of such service, the employee's entitlement upon termination shall be the difference between four weeks and the period so allowed. Any payment made pursuant to this paragraph shall be in substitution for and not cumulative upon any entitlement which would otherwise have arisen pursuant to paragraphs 18.11.1 and 18.11.2 of this subclause in respect of service during the then current calendar year. In addition, the employee shall be paid the annual leave loading prescribed by paragraph 18.10.4 of this clause applicable to the quantum of leave for which payment in lieu is to be made upon termination pursuant to this paragraph. In calculating the period of continuous service as aforementioned, reference should be made to subclause 18.4 of this clause.

18.11.4 For the purposes of this subclause the rate of wage shall be calculated in accordance with paragraphs 18.10.1, 18.10.2, 18.10.3 of this clause.

18.12 Annual Closedown

Where an employer closes down their plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following shall apply:

18.12.1 The employer may, by giving at least three months' notice of their intention so to do, stand off for the duration of the closedown all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis of 2.923 hours for each completed week of continuous service, subject to and then including the initial qualifying period of one month of continuous service with the employer. Provided that, where in any establishment a ballot indicates that at least 75% of employees agree, and with the consent of the Union, the period of closedown may be extended and all employees stood down without pay for a further period of not more than two days.

18.12.2 An employee who has then qualified for a full entitlement to annual leave for 12 months' continuous service pursuant to paragraph 18.12.1 of this subclause, and has also completed a further week or more of continuous service, shall be allowed the employee's leave and shall, subject to subclause 18.5 of this clause, also be paid for 2.923 hours in respect of each completed week of continuous service performed since the close of the employee's last 12-month qualifying period.

18.12.3 Except where annual leave is allowed before the due date in accordance with paragraph 18.12.1 of this subclause, the next 12-month qualifying period for each employee affected by such close down shall commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood down without pay for the purposes of this subclause shall be deemed to be time of service in the next 12-month qualifying period.

18.12.4 If, in the first year of the employee's service with an employer, an employee who is allowed proportionate leave under paragraph 18.12.1 of this subclause subsequently within such year leaves their employment or their employment is terminated by the

employer, they shall be entitled to the benefit of subclause 18.11 of this clause-, subject to adjustment for any proportionate leave which the employee may have been allowed.

- 18.13 When taking annual leave there shall be added to the aforementioned amount a loading of 17.5%. Provided, however, that the monetary amount of such loading shall not exceed the amount which an ordinary weekly employee in the same classification would receive by way of an annual leave loading in respect of the same period of employment.
- 18.14 Proportionate payment for annual leave shall be made by an employer in respect of each completed month of continuous service when the employee leaves their employment or, in accordance with paragraph 18.11.2 of this subclause, where an employee is terminated by the employer before the completion of any 12-month qualifying period under this clause. Payment shall be made on the employee so leaving or on their employment being so terminated, as the case may be.
- 18.15 An employer may close down the plant or section thereof in two periods, for the purpose of granting annual leave. Provided that the longer of the two periods of leave shall be at least 12 working days exclusive of public holidays. Such longer period shall be granted by the employer during the December-January period unless otherwise agreed in writing by the employer and the Secretary or Assistant Secretary of the Union or, in the event of a dispute, as decided by the Industrial Relations Commission of New South Wales. Provided that the employer may close down the plant or section thereof in three separate periods, subject only to the following conditions:
- 18.15.1 That the Secretary or Assistant Secretary of the Union agree.
- 18.15.2 That the employees concerned be given at least three months' notice of the proposed closures.
- 18.15.3 That the longest of the three periods of leave shall be at least 12 days exclusive of public holidays.
- 18.15.4 That the second and/or third closedown period shall take place not later than 30 September, in the year following the first closedown period.
- 18.15.5 Subject to the special provisions contained in this subclause, all other provisions of the annual leave clause shall apply in respect to the obligations and rights of employers and employees.

19. Trade Union Training Leave

- 19.1 Subject to subclause 19.2 of this clause, a Union delegate or elected employee workplace representative shall, upon application in writing, be granted up to five days' leave with pay each calendar year, non-cumulative, to attend courses conducted or approved by the Union which are designed to promote good industrial relations and industrial efficiency within the workplace.

This notice to the employer must include details of the type, content and duration of the course to be attended.

- 19.2 Employers may approve leave in accordance with this clause, subject to the following limitations:
- 19.2.1 Where the employer employs up to and including 49 employees in a workplace, five Union delegates or elected workplace representatives may be granted five days' leave per calendar year.
- 19.2.2 Where the employer employs between 50 and 150 employees inclusive in a workplace, 10 Union delegates or elected work place representatives may be granted five days' leave per calendar year.

- 19.2.3 Where the employer employs 150 or more employees in a workplace, 15 Union delegates or elected workplace representatives may be granted five days' leave per calendar year.
- 19.2.4 The numbers contained in this clause may be varied by mutual agreement between the Union and an employer.
- 19.3 The granting of such leave shall be subject to the employee or the Union giving at least one calendar month's notice of the intention to attend such course, or such lesser period as may be agreed between the employer, the Union and the employee concerned.
- Provided that the taking of such leave shall be arranged so as to minimise any adverse effect on the employer's operations.
- 19.4 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 19.5 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave, such wages to be calculated in accordance with subclause 18.10 of clause 18, Annual Leave.
- 19.6 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause shall be the (equal) shared responsibility of the Union and the employer unless otherwise agreed between the employer, the Union and the employee concerned.
- 19.7 Should an employee granted leave pursuant to this clause fail to attend the nominated course, the employer shall be notified by the Union as soon as practicable, and no payment is to be made by the employer in respect of leave for the employee concerned.
- 19.8 Employees granted leave pursuant to this clause may inform their employer after the completion of the course of the nature of the course and their observations on it.

20. Sick Leave

An employee other than a casual employee who is absent from work on account of personal illness or on account of injury shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

- 20.1 An employee shall be entitled to be paid leave of absence of not more than 76 hours after one month's service, unless the employer determines otherwise.
- 20.2 The employee shall not be entitled to be paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- 20.3 The employee shall endeavour, as soon as it is reasonably practicable, to inform the employer of the inability to attend for duty and, as far as is reasonably practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 20.4 The employer may require the employee to produce evidence of injury or illness following a period of absence. In such cases an employee may provide a statutory declaration to the employer as evidence. Provided that, if the period of sickness is for three or more days, the employer may insist the employee provide a doctor's certificate.
- 20.5 For the purpose of this clause, where an employee is terminated by the employer and is re-employed by that employer within a period not exceeding three months, the service with the employer immediately prior to the dismissal shall be taken into account in calculating the employee's entitlement to sick leave. That is to say, the employee's entitlement to sick leave shall be calculated as though their period of service has been continuous, and any sick leave credits accrued to the employee at the time of termination shall not be affected to the detriment of the employee.

20.6 Cumulative Sick Leave

Sick leave shall accumulate from year to year and may be claimed by the employee and shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulated pursuant to this subclause shall be available to the employee for a period of eight years but not longer from the end of the year in which it accrues.

21. Personal/Carer's Leave

21.1 Use of Sick Leave

21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph 21.1.3 of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 20, 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.

21.1.2 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.

21.1.3 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:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this 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.

21.1.4 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.

21.2 Unpaid Leave for Family Purpose

21.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph 21.1.3 of this clause who is ill.

21.3 Annual Leave

21.3.1 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.

21.3.2 Access to annual leave, as prescribed in subclause 21.1 of this clause, shall be exclusive of any shutdown period provided for elsewhere under this Award.

21.3.3 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.

21.4 Time Off in lieu of Payment for Overtime

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

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

21.4.3 If, having elected to take time as leave in accordance with paragraph 21.4.1 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.

21.4.4 Where no election is made in accordance with the said paragraph 21.4.1, the employee shall be paid overtime rates in accordance with the Award.

21.5 Make-up Time

21.5.1 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.

21.5.2 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.

22. Compassionate Leave

22.1 An employee, other than a casual employee, shall be entitled to up to two days' compassionate leave without deduction.

22.2 The employee must notify the employer as soon as practicable of the intention to take compassionate leave.

- 22.3 Compassionate leave shall be available to the employee in respect of matters of personal concern, including, but not limited to, the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph 21.1.3 of clause 21, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- 22.4 An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
- 22.5 Compassionate leave may be taken in conjunction with other leave available under subclauses 21.2, 21.3, 21.4 and 21.5 of the said clause 21. In determining whether additional leave should be granted under this subclause, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

23. Long Service Leave

See the *Long Service Leave Act 1955* (NSW)

24. Casual Employees

- 24.1 A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as a full-time or regular part-time employee.
- 24.2 An employee will not be engaged as a casual employee to avoid any obligations of this Award.
- 24.3 An employer may engage a casual worker for a specific period of time to replace a designated person where the period of engagement does not exceed 13 weeks in aggregate in any 12-month period. The period of time for which the casual worker is engaged, together with any other special conditions of employment, shall be confirmed in writing at the time of engagement.
- 24.5 A casual employee will be paid per hour 1/38th of the weekly award wage prescribed for the relevant classification plus a loading of 20%. This payment will compensate for payment of sick leave, annual leave and public holidays.
- 24.6 On each occasion a casual employee is required to work, he/she is entitled to a minimum payment for three hours' work.
- 24.7 Casual employees are entitled to penalty payments for overtime, shift work and work on public holidays in accordance with the provisions of this Award as they apply to permanent employees.
- 24.8 Casual employees must be paid at the end of each day, but may agree to be paid weekly.
- 24.9 Casual employees are entitled to all provisions of this Award except clauses 18, Annual Leave, 20, Sick Leave and 26, Holidays (subject to subclause 26.7).
- 24.10 An employer must not require a casual employee to attend for duty more than once on any day.
- 24.11 A casual employee will be engaged by the hour. Employment can be terminated by either the giving of one hour's notice by either party or the payment or forfeiture of one hour's wages.

25. Part-time Employees

- 25.1 An employer may employ a part-time employee in accordance with clause 16, Terms of Engagement.

- 25.2 A regular part-time employee is an employee who:
- 25.2.1 works less than full-time hours of 38 hours per week;
 - 25.2.2 has predictable hours of work; and
 - 25.2.3 receives, on a pro rata basis, equivalent pay and conditions of those full-time employees who do the same kind of work.
 - 25.2.4 A regular part-time employee may be engaged in any skill level of this Award.
- 25.3 At the time of engagement the employer and regular part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 25.4 Any variation to the regular pattern of work must also be in writing. Provided that, with respect to employees with a disability, the consent of the Union is also required.
- 25.5 An employer is required to roster a regular part-time employee for a minimum of three consecutive hours on any day or any shift.
- 25.6 An employee who does not meet the definition of regular part-time or fixed term employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 24, Casual Employees.
- 25.7 All time worked in excess of the hours mutually agreed in accordance with subclauses 25.3 or 25.4 of this clause or outside the ordinary spread of hours will be overtime and paid for at the rates prescribed in clause 12, Overtime.
- 25.8 A regular part-time employee must be paid at least at the rate of 1/38 of the weekly wage prescribed for the appropriate skill level or grade for the work performed.
- 25.9 An employer must not require a regular part-time employee to attend for duty more than once on any one day.
- 25.10 Where a part-time employee works on a public holiday, payment will be calculated in accordance with subclause 27.1 of clause 27, Holidays.
- 25.11 When calculating an employee's pro rata entitlement for the purposes of annual leave, sick leave and severance payments, they must be paid in proportion to the average number of hours worked in the previous 12 months or, if there is not a 12-month period of employment, then the calculation will be based on the average number of hours worked each week for the actual period of employment.

26. Holidays

- 26.1 All employees, other than casual employees, shall be granted the following holidays without deduction of pay, which is the ordinary rate of pay an employee would have received for the hours that they would have worked had the day not been a holiday:

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

Provided that, if any other day is by State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

Where a special public holiday is proclaimed by Order-in-Council or otherwise gazetted by the authority of the Australian Government or of a State Government under any State Act and generally

observed throughout New South Wales, such day shall be deemed to be a holiday for the purpose of this Award.

26.2

26.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

26.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

26.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

26.3 Where public holidays are declared or prescribed on days other than those as set out in subclauses 26.1 and 26.2 of this clause, those days shall constitute additional holidays for the purpose of this Award.

26.4 Changing Public Holidays by Agreement

26.4.1 An employer, with the agreement of the Union, may substitute another day for any prescribed in this clause.

- (i) An employer and the employer's employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- (ii) An agreement pursuant to subparagraph (i) of this paragraph shall be recorded in writing and be available to every affected employee.
- (iii) The Union shall be informed of an agreement pursuant to the said subparagraph (i) and may, within seven days, refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
- (iv) If the Union, pursuant to subparagraph (iii) of this paragraph, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the Union.
- (v) If no resolution is achieved pursuant to subparagraph (iv) of this paragraph, the employer may apply to the Industrial Relations Commission of New South Wales for approval of the agreement. Such an application must be made at least 14 days before the prescribed holiday. After giving the employer and the Union an opportunity to be heard, the Commission will determine the application.

26.5 Termination within 14 Days of a Holiday

26.5.1 Where an employee, with at least one week's service with the employer, is terminated through no fault of their own within 14 days prior to a holiday, and is re-engaged by the same employer within three months of such holiday, the employee shall be paid for any such holiday the amount they would have received had they not been terminated.

26.5.2 Where an employee, with at least one month's service with the employer, is terminated through no fault of their own on or after the last working day of the last pay period in November each year or within 14 days prior to Good Friday, the employee shall receive payment for the relevant Christmas, New Year or Easter holidays.

26.5.3 No employee shall be entitled to be paid more than once for the same holiday whilst working in the industry and shall be in breach of the Award in accepting a double payment without informing the employer in relation thereto.

26.6 Part-time Employees

Where the normal roster of a part-time employee includes a day that is a holiday, the employee shall receive the normal pay the employee would have received on that day and shall be granted the holiday or receive the appropriate public holiday rate for working whatever hours the employee worked.

26.6.1 For part-time employees whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following shall apply:

- (i) The employee shall be granted leave with pay on the "actual day" without any substitution; or
- (ii) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
- (iii) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and receives, in addition, payment at ordinary-time rates for an additional day of equal length (with no substitution of an alternative day).

26.6.2 If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary-time rates.

26.7 A casual employee who works on the day prescribed as the public holiday shall be paid the appropriate public holiday pay as described elsewhere in this Award. The employee should receive the ordinary casual rate plus the applicable penalty, that is, the casual loading of 20% and the prescribed holiday rate for non-casual employees of 2.5 times ordinary rates. The casual will be paid 2.7 times the ordinary rate for non-casual employees.

26.8 Absences before or after Public Holidays

Where an employee is absent from employment on the working day or part of the working day before and the working day or part of the working day after a public holiday without reasonable excuse or without the employer's consent, the employee shall not be entitled to payment for the relevant public holiday.

26.9 Unpaid Leave and Public Holidays

The employer may refuse to pay a holiday, otherwise payable under this clause, if the employee has been absent without authorisation for any period in excess of four weeks.

27. Payment for Work Done on Holidays

27.1 Any weekly employee who works on any holiday provided for in clause 26, Holidays, shall, for all time worked on that day, be paid at the rate of double time and one half of the ordinary rate.

28. Payment for Work Done on Sundays

28.1 Work in any factory or workshop is prohibited on Sundays unless in extraordinary circumstances and then only with the consent of the Union.

28.2 Any employee who works on a Sunday shall for that day be paid at the rate of double ordinary rates.

29. Time Book, Sheet or Records

- 29.1 The employer shall keep on its premises or place where work is being performed a time and wages book or sheet or records, which shall have correctly recorded in ink, or by other means except pencil and in the English language, the following particulars:
- 29.1.1 The initials and surname and classification or classifications (when engaged on mixed functions) of each employee.
 - 29.1.2 The date of birth and experience and time work rate of pay of improvers in respect of new employees at the date of engagement.
 - 29.1.3 The number of hours of ordinary time worked by each employee each day and each week and the amount of weekly superannuation contributions paid in accordance with clause 49, Superannuation.
 - 29.1.4 The number of hours of overtime worked by each employee each day and each week.
 - 29.1.5 The total amount of wages paid to each employee each week.
 - 29.1.6 The actual name of the day and the date of each day of each week and also the name of the day and the date on which each week ends.
 - 29.1.7 All holiday, annual leave, long service and sick leave payments.
- 29.2 Refer also to the *Industrial Relations Act 1996*.

30. Right of Entry of Officers of Industrial Organisations

- 30.1 Refer to Part 7 of the *Industrial Relations Act 1996* (NSW) - Entry and Inspection by Officers of Industrial Organisations.
- 30.2 It is an offence under section 301 of the *Industrial Relations Act 1996* and it is also a breach of this Award for the following to occur:
- (i) An authorised industrial officer must not deliberately hinder or obstruct the employer or employees during their working time.
 - (ii) A person must not deliberately hinder or obstruct an authorised industrial officer in the exercise of the powers conferred by Part 7 of the *Industrial Relations Act 1996*.
 - (iii) A person must not, without lawful excuse, fail to comply with a requirement of an authorised industrial officer under Part 7 of the *Industrial Relations Act 1996*.
 - (iv) A person must not purport to exercise the powers of an authorised industrial officer under Part 7 of the *Industrial Relations Act 1996* if the person is not the holder of a current authority issued by the Industrial Registrar under the said Part.
- 30.3 For the purposes of this clause an authorised industrial officer is the same as the definition in Part 7 of the *Industrial Relations Act 1996*.

31. Seating Accommodation

- 31.1 When it is necessary for employees to sit at their work, seats shall be provided for the employees by the employer. Such seats shall be ergonomically comfortable and safe and conform with any relevant Australian Standards.

32. Amenities

- 32.1 Lighting and Heating

- 32.1.1 In connection with every factory or workshop, the employer shall make provision for adequate warmth during cold weather and cooling during hot weather where necessary (fans or the like) and adequate light for the employees to perform their work and, as far as possible, artificial light shall be avoided.
- 32.1.2 For the purposes of this clause a factory or workshop shall include any building, establishment, depot or place where any person is employed upon any work to which this Award is applicable.
- 32.1.3 The requirements specified by this subclause shall also apply to any dining room and/or rest room provided by the employer in accordance with the provisions of subclauses 32.5 or 32.6 of this clause.

32.2 Drinking Water

Refrigerated, clean and wholesome drinking water shall be provided in places easily accessible to all employees. Drinking water kept in a refrigerator shall constitute compliance with this subclause.

32.3 State Regulations

The laws and regulations in New South Wales relating to factories and workshops in respect to registration of a factory, sanitation, lavatories, factory cleanliness, heating and light shall be incorporated into and be read as part of this Award in so far as such laws and regulations do not conflict with this Award. Provided, however, and it is hereby expressly declared, that nothing in this clause shall be deemed to abrogate, effect, repeal, amend or in any degree render inoperative any State law except of any inconsistency of such State law with this Award.

32.4 Toilet Accommodation

Notwithstanding the foregoing, a separate toilet shall be provided in factories where mixed sexes are employed and approaches thereto, properly separated for the sexes, shall be provided. Provided that, in cases of hardship or where it is reasonable in the circumstances, the Union may consent to a different arrangement.

32.5 Dining Accommodation

- 32.5.1 An employer of more than 10 employees shall provide a separate room (reasonably convenient to the working area) or portion of the factory or workshop as a dining room and keep the same and its facilities hygienically clean.
- (a) Dining room tables shall be of laminated plastic top construction or be covered by some material which can be kept hygienically clean.
 - (b) The seating provided shall be safe and fitted with backs.
 - (c) An adequate supply of boiling water shall be made readily available to employees without charge at the time at which their meal break or rest period commences. The employer shall also provide a refrigerator and a facility for heating food.
 - (d) The size of the dining room, the number of tables and its seating accommodation shall be adequate if at least three quarters of the employees taking a meal break at the one time are able to use the same in reasonable manner and without congestion.
 - (e) The dining room shall not be used for work room or work room storage purposes.

32.5.2 The employer of more than 10 employees may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of paragraph 32.5.1 of this subclause and the Commission may grant such exemption provided that it is satisfied either:

- (a) that it is impracticable for such employer to provide the said dining room and/or facilities; or
- (b) that for some other good reason exemption from the provisions of such paragraph ought to be granted to such employer.

Provided that, where such an exemption is obtained, the disability payments prescribed in clause 40, Amenities Allowance, shall still be payable.

32.6 Rest Room

32.6.1 In the employer's factory or workshop, a separate properly ventilated room (reasonably convenient to the working area) with seating and a couch or folding lounge shall be provided as a rest room.

32.6.2 An area enclosed by permanent partitioning of hardboard or the like, at least six feet high, with a door or curtained doorway shall be acceptable as a separate room. Where a folding lounge is provided, it shall be set up for immediate use. A pillow, blanket and hot water bottle shall be provided. The rest room and its facilities shall be kept ready for immediate use.

32.6.3 The rest room shall not be used for work room or work room storage purposes.

32.6.4 If the employer has less than 10 employees, they may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of paragraph 32.6.1 of this subclause and the Commission may grant such exemption, provided that it is satisfied either:

- (a) that it is impracticable for such employer to provide the said rest room and/or facilities; or
- (b) that for some other good reason an exemption from the provisions of such paragraph ought to be granted to such employer.

Provided that, where such an exemption is obtained, the disability payments prescribed in clause 40, Amenities Allowance, shall still be payable.

32.7 Lockable Lockers

The employer shall at some reasonably convenient place on the employer's premises provide proper lockable lockers which afford reasonable protection for employees' clothes and personal items.

32.8 First-aid Box, etc.

Every factory or workshop shall have, in some accessible place, a first-aid ambulance chest which shall be a suitable dust-proof receptacle made of either metal or wood for the use of the employees. Such chest shall be equipped and supplied with those articles prescribed by the standards in the State Act relating to shops and factories.

33. Other Additional Payments and Allowance

33.1 Leading Hand Allowance

An employee appointed by the employer to act as a leading hand shall be paid the amounts in addition to the highest rate prescribed for employees under his/her control as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.

Provided that an employee shall only be entitled to the above prescribed allowance where the employee's classification does not include those skills which reflect the duties of a leading hand as appointed.

33.2

33.2.1 Unwashed Rags

Employees sorting unwashed rags shall be paid the sum as set in Item 3 per week of the said Table 3.

33.2.2 Waste and Rags - Picking Over

For picking over bales of waste or rags which are in an offensive or obnoxious condition, an employee shall be paid per bale the amount as set in Item 4 of the said Table 3.

33.3 Forklift

33.3.1 Forklift Driver and Motor Tow Driver - Rates of Pay

The rates of pay for forklift drivers and motor tow drivers shall be no less than the rate of pay for Year 1 of Grade 1 in Table 2 - Rates of Pay - Employees without a Disability, of Part B, Monetary Rates.

33.4 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance with a minimum payment of one day as set out in Item 5 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates.

33.5 Motor Vehicle Allowance

Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount per kilometre as set out in Item 6 of the said Table 3.

34. Award Posted

A copy of this Award and its amendments when available shall be posted and kept posted by the employer in a prominent place in the workshop or factory.

35. Shop Stewards and Representatives

Shop stewards and official Union representatives shall be recognised by the employer and shall be allowed time off during working hours to interview the employer if there is any legitimate complaint. Shop stewards shall have reasonable access to a telephone during working hours.

36. Uniforms

If an employer requires an employee to wear particular footwear or a uniform, they shall pay for the provision and cleaning of such uniform.

37. Notice Boards

The employer shall make facilities available in a prominent position in the workshop or factory, upon which representatives of the Union shall be allowed to post Union notices. Any notice so posted shall be countersigned by the representative of the Union and, in the absence of a countersignature, may be removed by the Union representative or the employer.

38. Protective Clothing

Where any person is required to work under wet or dirty conditions, suitable protective clothing, including footwear, shall be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing shall be determined by the Industrial Relations Commission of New South Wales.

39. Tools of Trade

The employer shall provide all necessary tools for employees in each workshop or factory.

40. Amenities Allowance

40.1 Subject to paragraph 32.5.2 of clause 32, Amenities, where a dining room and/or its facilities, in any establishment having more than 10 employees, are inadequate in that they do not satisfy the provisions of subclause 32.5 of the said clause 32, the employer shall, in addition to the rates set out elsewhere in this Award, pay to each employee in that establishment an Amenities Allowance as set in Item 7 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

Where such dining room and its facilities are only adequate for a lesser number of employees than the required minimum prescribed by paragraph 32.5.1 of the said clause 32, the disability referred to shall be deemed to have been suffered by the balance of the total employees in that establishment taking a meal break at the one time. In such case the total amount of the disability payments due to the number of employees who suffered such disability shall be shared equally amongst all the employees in that establishment.

40.2 Subject to paragraph 32.6.4 of the said clause 32, where a rest room and/or its facilities, in an establishment, are inadequate in that they do not satisfy the provisions of subclause 32.6 of the said clause 32, the employer shall, in addition to the rates set out elsewhere in this Award, pay to each employee in that establishment an Amenities Allowance as set in Item 8 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

The disability referred to shall be deemed to have been suffered by all employees in that establishment during that period of their respective employment when the rest room and its facilities were not of the prescribed standard.

40.3 Any excess wages payable to an employee on account of work performed or for any other reasons shall not be offset against the disability payments prescribed in this clause.

42. Accident Pay

42.1 An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

42.2 Definitions

For the purposes of this clause and subject to the terms thereof, the words hereunder shall bear the respective definitions set out hereunder:

42.2.1 Workers' Compensation Act

The Workers' Compensation Acts applicable in New South Wales are the *Workers' Compensation Act 1987*, as amended from time to time, and the *Workplace Injury Management and Workers Compensation Act 1998*, as amended from time to time.

42.2.2 Injury

Injury shall be given the same meaning and application as applying under the respective Workers' Compensation Acts. No injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such Acts.

42.2.3 Accident Pay

(i) Total Incapacity

In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers' Compensation Acts, means a weekly payment of an amount representing the difference between, on one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity for the week in question and, on the other hand, the total weekly award rate and weekly over-award payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment of results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

(ii) Partial Incapacity

In the case of an employee partially incapacitated within the meaning of the Workers' Compensation Acts, means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity for the week in question, together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the appropriate Accident or Workers' Compensation Tribunal or its equivalent in the State or Territory of employment or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly over-award payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

The total weekly award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity. Provided that, where an employee receives a weekly payment of compensation under the Workers' Compensation Acts and subsequently such payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(iii) Payment for Part of a Week

Where an employee receives accident pay and such pay is payable for incapacity for part of a week, the amount shall be a direct pro rata.

42.3 Qualifications for Payment

Always subject to the terms of this clause, an employee covered by this Award shall, upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers' Compensation Acts, be paid accident pay by their employer who is liable to pay compensation under the respective Acts. The liability by the employer for accident pay may be discharged by another person on the employer's behalf, provided that:

42.3.1 Accident pay shall only be payable to an employee whilst they remain in the employment of the employer by whom they were employed at the time of the incapacity. Provided that, if an employee on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer, then the relevant amount of accident pay shall still be payable.

Provided further that, in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the Company, in which case the employee's entitlement shall be determined by the appropriate New South Wales legislation.

In order to qualify for the continuance of accident pay on termination, an employee shall, if required, provide evidence to their employer of the continuing payment of weekly workers' compensation payments.

42.3.2 Accident pay shall not apply in respect of any injury sustained during the first five normal working days of incapacity.

42.3.3 An employee on engagement may be required to declare all workers' compensation and/or accident claims made pursuant to the Acts as herein defined in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared, the employer may require the employee to forfeit their entitlement to accident pay under this Award.

42.4 Maximum Period of Payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 26 weeks for any one injury as defined in paragraph 42.2.2 of this clause.

42.5 Absences on Other Paid Leave

An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

42.6 Notice of Injury

An employee, upon receiving an injury for which the employee claims to be entitled to receive accident pay, shall give notice in writing of the injury to their employer and of its manner of happening as soon as practicable and shall provide in writing all other information as the employer may reasonably require.

42.7 Furnishing of Evidence

An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the respective Workers' Compensation Acts shall furnish evidence to the employer from time to time as required by the employer of such payments. Compliance with this obligation shall be a condition precedent to any entitlement under this clause.

Any employee who is receiving or who has received accident pay in respect of any injury shall, if required by the employer or other person on the employer's behalf, authorise their employer to obtain any information required concerning such injury or compensation payable from the insurance company.

42.8 Medical Examination

Nothing in this clause shall in any way be taken as restricting or removing the employer's rights under the respective Workers' Compensation Acts to require the employee to submit themselves to examination by a legally qualified medical practitioner, provided and paid by the employer. If the employee refuses to submit themselves to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay shall be suspended until such examination has taken place.

Where, in accordance with the respective Workers' Compensation Acts, a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

Where an employer is unable to provide work of the nature stipulated by the medical referee, an employee shall take all reasonable steps to obtain such work with another employer and, in the event of the employee's failure to do so, payment of accident pay shall cease.

42.9 Redemption or Commutation of Weekly Payment

Where there is a redemption or commutation (as the case may be) of weekly compensation payments by the payment under the respective Act of a lump sum, the employer's liability to pay accident pay shall cease as from the date of such redemption or commutation.

42.10 Insurance against Liability

Nothing in this clause shall require an employer to insure against the employer's liability for accident pay nor shall it affect the right of an employer to terminate the employment of the employee.

42.11 Variation in Compensation Rates

Any changes in compensation rates under the respective Acts shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

42.12 Death of Employee

All rights to accident pay shall cease on the death of an employee.

42.13 Safety Regulations

Without prejudice to the terms of this clause, the Union shall use its endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of any employer of its members.

42.14 Superannuation

An employer shall pay superannuation contributions paid in accordance with subclause 49.2 of clause 49, Superannuation, to an employee receiving accident pay in accordance with this clause.

43. Jury Service

- 43.1 An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer, until discharged from such service, 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 the Award classification rate the employee would have received had the employee not been on jury service. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Furthermore, the employee shall give their employer proof of their jury service, the duration of such service and the amount received in respect of such service.
- 43.2 Provided that, where an employee is working on afternoon shift and is required to attend for jury service, and is empanelled or is required to remain until the afternoon session of Court, the employee shall not be required to attend for work on the shift occurring on that day and shall be entitled to reimbursement as indicated above.

44. Blood Donors

- 44.1 A weekly employee who is absent during ordinary working hours to attend a recognised clinic for the purpose of donating blood shall not suffer any deduction of ordinary pay, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences each calendar year. Provided that such employee shall arrange, as far as practicable, for their absence to be as close as possible to the beginning or the ending of their ordinary working hours.
- 44.2 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer. Furthermore, the employee shall notify their employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

45. Attendance at Hospital

An employee suffering an injury through an accident arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation), necessitating the employee's attendance during working hours at a doctor or at hospital, shall not suffer any deduction from their pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

46. Parental Leave

Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW) as reproduced in Appendix B of this Award.

Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW) shall be read as if it was a term of this Award. A breach of a provision in the Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall be a breach of this Award.

47. Introduction of Change

47.1 Employer's Duty to Notify

- 47.1.1 Where an employer is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, whether or not a definite decision has been made, the employer shall notify the employees who may be affected by the proposed changes, the Consultative Committee and the Union.
- 47.1.2 "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 the Award makes

provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

47.2 Employer's Duty to Discuss Change

- 47.2.1 The employer shall discuss with the employees affected, the Consultative Committee and the Union, inter alia, the introduction of the changes referred to in paragraph 47.1.1 of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees, the Consultative Committee and/or their Union in relation to the changes.
- 47.2.2 The discussions with employees affected, the Consultative Committee and the Union shall commence as early as practicable after the activities referred to in the said paragraph 47.1.1.
- 47.2.3 For the purposes of such discussion, the employer shall provide in writing to the Consultative Committee, and to the employees concerned and the Union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

48. Redundancy

48.1 Consultation and Provision of Information

- 48.1.1 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 and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- 48.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 48.1.1 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 terminations on the employees concerned.
- 48.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers 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 be inimical to the employer's interests.

48.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 48.1.1 of this clause, 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 lower ordinary-time rates for the number of weeks' of notice still owing.

48.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 16.2 of clause 16, Terms of Engagement, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in paragraph 48.1.1 of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service:

48.3.1 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

48.3.2 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

"Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with this Award.

48.4 Employee Leaving during the Notice Period

An employee whose employment is terminated for reasons set out in paragraph 48.1.1 of this clause may terminate the employee's employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

48.5 Alternative Employment

An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

48.6 Time Off during Notice Period

48.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 48.1.1 of this clause, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

48.6.2 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. For this purpose a statutory declaration will be sufficient.

48.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 48.1.1 of this clause, the employer shall notify the 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.

48.8 Superannuation Benefits

Award superannuation benefits payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause. Any non-award superannuation benefit payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause, other than by further order of the Industrial Relations Commission of New South Wales.

48.9 Employees with less than 12 Months' Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give the relevant 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.

48.10 Employees Exempted

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

48.11 Incapacity to Pay

The employer, in a particular redundancy situation, may apply to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied, on the basis of the employer's incapacity to pay within eight weeks of the termination of the employee(s).

49. Superannuation

49.1 Preamble - Superannuation Legislation

49.1.1 The subject of superannuation is dealt with extensively by federal 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 s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

49.1.2 Notwithstanding paragraph 49.1.1 of this subclause, the following provisions shall also apply:

49.2 Definitions

49.2.1 "The Fund", for the purposes of this clause, shall mean the:

- (i) Australian Retirement Fund established and governed by a Trust Deed on 11 July 1986, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.

49.2.2 "Ordinary-time Earnings"

For the purposes of this clause, all references to ordinary-time earnings will mean and include:

- (i) award skill level or classification rate;
- (ii) supplementary payment (where relevant);
- (iii) over-award payment;
- (iv) 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;
- (v) all non-reimbursable allowances payable under the Award.

49.2.3 "The Table", for the purposes of this clause, means the following table:

Financial Year	Percentage	
	Column A	Column B
1992-93 (1 July - 31 December)	4	3
1992-93 (1 January - 30 June)	5	3
1993-94	5	3
1994-95	5	4
1995-96	6	5
1996-97	6	6
1997-98	6	6
1998-99	7	7
1999-2000	7	7
2000-01	8	8
2001-02	8	8
2002-03 and subsequent years	9	9

- (i) Column A in the table above specifies the charge percentages where the employer's national payroll for the base year (the 1991-92 financial year) exceeded \$1,000,000.
- (ii) Column B in the table above specifies the charge percentage where the employer's national payroll for the base year (the 1991-92 financial year) did not exceed \$1,000,000.
- (iii) Subject to amendments to the charge percentages prescribed in the *Superannuation Guarantee (Administration) Act 1991 (SGA Act)*, the above table is deemed to be changed to reflect amendments.

49.3 The Employer to become a Party to the Fund

49.3.1 An employer shall make application to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the Trustee of the fund.

- 49.3.2 An employer shall provide each employee who is not a member of the fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.
- 49.3.3 Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of this clause or commencement of employment.
- 49.4 Eligibility of Employees
- 49.4.1 Each employee shall be eligible to join the fund upon commencement of employment.
- 49.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in paragraph 49.3.3 of this clause was forwarded to the fund.
- 49.5 Employer Contributions on behalf of each Employee
- 49.5.1 Notwithstanding the provisions of this subclause and the legislation referred to therein, an employer must contribute to the fund in respect of each employee, irrespective of the age and/or earnings of the employee, such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*. Failure to comply with this paragraph shall constitute a distinct and separate breach of this paragraph.
- 49.5.2 Failure to comply with this subclause shall constitute a distinct and separate breach of this subclause.
- 49.5.3 Such contribution shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.
- The amount of contributions to the fund shall be calculated to the nearest 10 cents, and any fraction below five cents shall be disregarded.
- 49.5.4 The fund and the amount of contributions paid in accordance with this subclause and subclause 49.6 of this clause shall be included in pay advice notices provided by the employer to each employee.
- 49.5.5 Contributions shall continue to be paid in accordance with this subclause during any period in respect of which an employee is entitled to receive accident pay in accordance with clause 42, Accident Pay.
- 49.5.6 Unpaid Absences - Except as where specified in the rule of the fund, contributions by the employer in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purpose of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.
- 49.5.7 Cessation of Contributions - An employer's obligation to make contributions on behalf of the employee ceases on the last day of employment with the employer.
- 49.6 Employee Contributions
- 49.6.1 An employee may make contributions to the fund in addition to those made by the employer under subclause 49.5 of this clause.

- 49.6.2 An employee who wishes to make additional contributions must authorise the employer in writing to pay into the fund, from the employee's wages, amounts specified by the employee in accordance with the fund's Trust Deed and Rules.
- 49.6.3 An employer who receives written authorisation from the employee must commence making payments into the fund on behalf of the employee within 14 days of receiving the authorisation.
- 49.6.4 An employer may vary the additional employee contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation. An employee may only vary the employee's additional contributions once each month.
- 49.6.5 Additional employee contributions to the fund, requested under this subclause, shall be expressed in whole dollars.

50. Enterprise Bargaining

- 50.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the workplace to enhance the career opportunities, quality of working life and job security of employees in the industry.
- 50.2 An employer, employees and the Union may develop an enterprise bargaining agreement in accordance with the provisions of this clause and clause 52, Procedure to be Adopted in Developing an Enterprise Bargaining Agreement, or such other procedures that are agreed in writing between the employer and the Secretary of the Union. The agreement shall, to the extent of any inconsistency, take precedence over any provisions of this Award.
- 50.3 If the employer sought to develop an enterprise bargaining agreement, with its employees and/or the Union, it shall establish a Consultative Committee in accordance with clause 51, Consultative Committees, or such other procedures that are agreed in writing between the employer and the Secretary of the Union.
- 50.4 The basis for the work of the Consultative Committee shall be to consider matters raised by Committee members which impact on employees and/or which contribute to the improved operation and efficiency of the enterprise as outlined in subclause 50.1 of this clause.
- 50.5 The matters raised for inclusion in an enterprise bargaining agreement may, amongst other things, involve:
- spread of hours
 - shift work
 - job redesign and work organisation
 - work-related childcare*
 - vocational training
 - English language training
 - foundation education training
 - arrangement of leave
 - occupational health and safety

leave for special purposes

parental leave

job-sharing

50.6 An enterprise bargaining agreement shall not act to:

- (i) reduce the award rate in accordance with the rates of pay in clause 8, Employees with a Disability;
- (ii) increase the ordinary hours of work in any roster system beyond an average of 38 hours per week;
- (iii) reduce the quantum of meal money in accordance with clause 13, Meal Money;
- (iv) reduce the number or duration of rest periods contained in clause 14, Rest Period;
- (v) reduce the quantum of period of notice in accordance with clause 16, Terms of Engagement;
- (vi) reduce the quantum of annual leave and annual leave loading in accordance with clause 18, Annual Leave;
- (vii) reduce the quantum of sick leave entitlement in accordance with clause 20, Sick Leave;
- (viii) reduce the quantum of holidays in accordance with clause 26, Holidays;
- (ix) reduce the quantum of compassionate leave in accordance with clause 22, Compassionate Leave;
- (x) reduce the quantum of accident make up pay in accordance with clause 42, Accident Pay;
- (xi) reduce the quantum of unpaid leave in accordance with clause 46, Parental Leave;
- (xii) reduce the quantum or limit the application of severance pay in accordance with clause 48, Redundancy;
- (xiii) reduce the quantum of superannuation contributions in accordance with clause 49, Superannuation.

51. Consultative Committees

(Subject to the provisions of the *Industrial Relations Act 1996*)

51.1 Composition

51.1.1 A Consultative Committee shall include:

at least 50% Union/employee representatives; and

at least one senior management representative.

51.1.2 Management, the Union and the employees will jointly determine the size of the Committee. A Committee shall consist of no fewer than four members and no more than 10.

51.1.3 The election/appointment of management representatives will be determined by management, and the election of Union/employee representatives will be determined by the Union. Where there is a Union delegate, they must be a Union/employee representative.

- 51.1.4 In the determination of Union/employee representatives on the Committee, consideration shall be given to:
- the makeup of the workforce, in particular the proportion of women, people from a non-English speaking background and juniors;
 - the size of the workforce;
 - the number of distinct operations at the workplace;
 - the corporate structure;
 - other existing consultative mechanisms.
- 51.1.5 Where an enterprise is comprised of a number of sites or distinct workplaces, the number of committees to be established shall be determined jointly by management and the Union, depending on the size and operation of the enterprise and its separate components. Should more than one committee be established, a Peak Committee shall be established to ensure a co-ordinated approach.
- 51.1.6 The Committee, once established, may invite persons to attend specific meetings.
- 51.1.7 An official of the Union shall have a right to be present and participate in the deliberation of the Committee, irrespective of whether the employees are members of the Union or not.

51.2 Term of Office

- 51.2.1 Members elected or appointed to the Committee shall hold office for a period of 12 months, and will be required to be re-elected or re-appointed each subsequent year. It is the responsibility of each Committee member to attend meetings on a regular basis and to represent the views and opinions of those people they represent.
- 51.2.2 If a member of the Committee ceases employment with the enterprise or resigns from the Committee, a new election or appointment shall be made in accordance with paragraph 51.2.1 of this subclause.

51.3 Terms of Reference

The following matters shall form the basis for the work of the Committees. Each Committee will seek to reach agreement on the matters set out below and make recommendations to senior management who will take into account the views and the deliberations of the Committee prior to making its final decisions:

- (i) To implement the restructured Award in the workplace.
- (ii) To review the implications and/or impact on the enterprise of major external influences, including State or Federal Government funding arrangements.
- (iii) To consider the introduction of new or revised work methods/work arrangements.
- (iv) To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
 - number of employees, job specifications and current skill base; and
 - acquisition of new skills and additional training requirements.

- (v) To develop a framework for skills development and provisions of training within the workplace, including English language training and the provision of foundation education.
- (vi) To assess proposed changes in product or product orientation for possible impact on work method/work arrangements, employment and skill requirements.
- (vii) To give consideration to equal employment opportunity principles in the context of award restructuring in the workplace.
- (viii) To consider the provision of work-related childcare and, in particular, any Australian Government work-based childcare program.
- (ix) To consider other matters raised by Consultative Committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.

51.4 Procedural Guidelines

51.4.1 Chairperson

A chairperson shall be elected by the Committee from within the Committee and shall alternate each meeting between management and Union/employee representatives.

51.4.2 Secretary

A Secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position shall be provided by the employer. The person appointed to this position shall not be a member of the Committee.

51.4.3 Agenda

All members of the Committee shall have a right and a responsibility to submit agenda items. The agenda, minutes and any relevant background documentation shall be circulated one week prior to the meetings.

51.4.4 Preparation

Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of preparing for the meeting. Union/employee representatives and an official of the Union may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce prior to meetings of the Committee.

51.4.5 Meetings

The Committee shall meet at least every two months, unless the Committee determines that it shall meet on a more frequent basis.

The meetings of the Committee shall be held at a place and time convenient to management, but shall be held during normal working hours. Attendance at Committee meetings shall be treated as and paid for as time worked.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.

51.4.6 Minutes

The Secretary of the Committee shall minute the proceedings of each meeting of the Committee. The minutes shall be circulated to each member of the Committee within one week of the meeting, verified by Committee members prior to the next meeting, and signed by the chairperson at the next meeting of the Committee as a true and correct record of the proceedings of the Committee.

51.4.7 Future Meetings

The date of the next meeting of the Committee shall be set at the close of the previous meeting.

51.4.8 Confidentiality

All members of the Consultative Committee and the Secretary of the Committee shall accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall the Committee have placed before it any matter, the confidentiality of which is in the Company's best interests, or where confidentiality has been specifically agreed with a third party.

51.4.9 Management Response

Senior management must formally respond to the Committee's recommendations. Normally this will take place prior to the next meeting of the Committee.

51.5 Feedback

51.5.1 The minutes of the meetings of the Committee shall be kept by the Secretary of the Committee and shall be available upon request to any employee or any other person approved by the Committee. All minutes shall be forwarded to the Secretary of the Union within seven days of the meeting being held.

51.5.2 Minutes of the Committee meeting shall be posted on the noticeboards after ratification by the meeting.

51.5.3 Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of reporting back on items raised and agreements reached at the meeting. Union/employee representatives may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce following meetings of the Committee.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.

51.6 Training

All members of the Committee shall be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the Committee. The nature, time and extent of training provided shall be determined between management and the Union.

51.7 Evaluation

A review of these procedures shall be conducted at the end of each 12 months' operation.

52. Procedures to be Adopted in Developing an Enterprise Bargaining Agreement

The procedures to be followed in developing an enterprise bargaining agreement are as follows:

- 52.1 Step One - The party raising a measure or measures for consideration shall place the matter on the agenda of a forthcoming meeting of the Consultative Committee.
- 52.2 Step Two - The party raising the measure or measures for consideration shall outline the proposal at a meeting of the Consultative Committee and the outline shall be recorded in the minutes of the meeting. The party receiving the proposal shall not be required to respond to the proposal at that meeting. At the same time a written outline of the proposal shall be forwarded to the Secretary of the Union.
- 52.3 Step Three - The Consultative Committee shall post the proposal on the noticeboards. They shall endeavour to express the proposal in a manner that enables the proposal to be understood by the workforce. In particular, where there are a number of non-English speaking employees, the Consultative Committee shall consider having the proposal translated into the main languages spoken in the workplace so that all employees fully understand the proposal.
- 52.4 Step Four - The Union/employee Consultative Committee representatives shall be granted one day's leave with pay to attend a briefing session conducted by the Union to equip them to negotiate each enterprise bargaining agreement with the employer. Where an employee has used the employee's full entitlement to Trade Union Training Leave in accordance with clause 19, Trade Union Training Leave, the one day's leave shall be in addition to the employee's entitlement.
- 52.5 Step Five - The Union/employee Consultative Committee representatives and the relevant official of the Union shall consult with the whole of the workforce or section of the workforce affected by the proposal. An employer shall grant the whole of the workforce reasonable time off with pay to attend a meeting conducted by the Union/employee representatives and the relevant official of the Union for the purpose of consultation. In the case of a workplace where there are a number of non-English speaking workers, the employer shall favourably consider a request from the Union/employee Consultative Committee representatives or the relevant official of the Union for the engagement of interpreter/s to assist in the meeting so that non-English speaking employees fully understand the proposal. In such cases, reasonable time to conduct the meeting will be longer than in the case where an interpreter/s is not used.
- 52.6 Step Six - The Consultative Committee shall then consider the proposal and the views of the workforce and attempt to reach an enterprise bargaining agreement. As necessary, the employee/Union Consultative Committee representatives will refer the draft to the workforce for comment.
- 52.7 Step Seven - If the Consultative Committee reaches agreement, it shall record the agreement in writing and forward it to the Secretary of the Union, who shall arrange with the employer to jointly conduct a vote of the workforce affected.
- 52.8 Step Eight - In the case of a proposal which does not affect the provisions of the Award, if a majority of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
 - 52.8.1 In the case of a proposal which does affect the provisions of the Award, if 75% of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
- 52.9 Step Nine - If the recommendation is accepted, then senior management shall refer the proposed agreement in writing to the Secretary of the Union for approval or otherwise. The Union shall not unreasonably withhold agreement.
- 52.10 Step Ten - If the proposed agreement in writing is approved by the Secretary of the Union, then it shall be signed by senior management and the Secretary of the Union.

- 52.11 Step Eleven - The agreement shall then be submitted to the Industrial Relations Commission of New South Wales for approval.

53. 2006 Wage Increase

- 53.1 The Employer and the Union shall negotiate an award variation (or enterprise bargaining agreement) to incorporate further wage rises and improvement to conditions commencing no later than March 2006.
- 53.2 The Employer agrees that it will commit to paying no less than the following rates of pay for Employees with a Disability from the first pay period on or after 23 July 2006.

Classification	Percentage of Year 1 of Grade 1 for Employees without a Disability %
Level 1	19.5
Level 2	22.5
Level 3	27
Level 4	32
Level 5	36
Level 6	37.5

- 53.3 The Industrial Relations Commission of New South Wales may vary this increase on the basis of the Employer's incapacity to pay.

54. Area, Incidence and Duration

- 54.1 This Award shall be binding on:
- 54.1.1 Cooma Challenge.
- 54.1.2 Employees of Cooma Challenge who are eligible to be members of the Union.
- 54.1.3 The Transport Workers' Union of New South Wales.
- 54.1.4 This Award shall come into force from the beginning of the first pay period on or after 16 December 2004 and shall remain in force thereafter for a period of 18 months.

PART B

MONETARY RATES

Table 1 - Rates of Pay - Employees with a Disability

- (i) Rates of pay commencing the first pay period on or after 23 July 2004 that apply until the first pay period on or after 30 April 2005.

Classification	Percentage of Year 1 of Grade 1 for Employees without a Disability %	Hourly Rate of Pay \$	Weekly Rate of Pay \$
Level 1	11	1.62	61.75
Level 2	13.5	1.99	75.76
Level 3	18	2.66	101.00
Level 4	27	3.99	151.50
Level 5	36	5.32	202.05

Level 6	37.5	5.54	210.45
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(ii) Rates of pay commencing the first pay period on or after 1 May 2005.

Classification	Percentage of Year 1 of Grade 1 for Employees without a Disability	Hourly Rate of Pay	Weekly Rate of Pay
	%	\$	\$
Level 1	19.5	2.88	109.45
Level 2	22.5	3.32	126.30
Level 3	27	3.99	151.50
Level 4	32	4.73	179.60
Level 5	36	5.32	202.05
Level 6	37.5	5.54	210.45

Table 2 - Rates of Pay - Employees without a Disability

The rates of pay in Table 2 shall apply on or after 23 July 2004.

Grade 1		
Number of Years Employed	Hourly \$	Weekly \$
Year 1	14.22	561.20
Year 2	14.89	583.65
Year 3	15.57	611.70
Year 4	16.30	639.25

Grade 2		
Number of Years Employed	Hourly \$	Weekly \$
Year 1	16.98	662.20
Year 2	17.60	690.30
Year 3	14.27	701.50
Year 4	14.95	746.40
Year 5	19.68	774.46

Table 3 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 23 July 2004.

Item No.	Clause No.	Brief Description	Amount \$
1	13.1	Meal Money	8.00
2	33.1	Leading Hand Allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees	20.10 per week 29.30 per week 35.50 per week
3	33.2	Unwashed Rags	2.30
4	33.2	Picking Over Waste or Rags	0.92 per bale
5.	33.4	First-aid Allowance	9.50 per week
6.	33.5	Motor Vehicle Allowance	0.48 per km
7	40.1	Amenities Allowances - Inadequate dining facilities	3.30 per day
8	40.1	Amenities Allowances - Inadequate rest facilities	3.30 per day

APPENDIX A

COOMA CHALLENGE LIMITED BUSINESS SERVICES - ATC, KOOMBAH GARDEN MAINTENANCE AND KOOMBAH ENTERPRISES GRIEVANCE POLICY

All employees have a right to raise grievances and have them resolved in a manner, and to a level, which is satisfactory to them. These services will provide appropriate avenues for people with disabilities to state and resolve any grievances about the service they receive, without fear of penalty or victimisation.

Employees can involve an advocate of their choice at any stage of the process.

All grievances will be handled according to policies regarding privacy and confidentiality.

The policy to include examples of behaviour that has been stated as being unacceptable by employees:

"No bullies"

"No smart arse"

"No pushing or shoving"

Procedure

1. Education: Employees will be given training and support through their Workers Meeting and Self Advocacy group on their right to have problems and grievances resolved and the procedures for resolving grievances.
2. Informal: Employees discuss grievances with the Senior Training Officer/appropriate staff person, Chief Executive Officer or advocate.
3. Formal: The Chief Executive Officer will serve as a Complaints Officer, unless the complaint is about the Chief Executive Officer; then it will be handled by the Board of Directors. All complaints/grievances will be handled objectively.

When a formal grievance is started, the Complaints Officer will keep records which include the following:

who has made the grievance

statement of the grievance

action taken

outcomes reached

recommendations to the Board of Directors if applicable

feedback from originating employee

4. The Complaints Officer will assess the situation to determine whether the details of the grievance should be referred to another body, e.g. Community Services.
5. The Complaints Officer will consult with the person who has the grievance regarding a method of resolution and, with consent, this should be implemented.
6. If a satisfactory resolution cannot be determined, the matter may be referred to the Board of Directors or any external complaints service. In all cases it shall be the responsibility of the Complaints Officer to provide whatever assistance is required.

7. Employees can take action through an external complaints service at any stage in the process and the service will make information on the external agencies available.
8. Employees will, in all cases, be informed of the outcome of raising the grievance. If the employee is not satisfied with this outcome, he/she will be informed of the mechanisms for appeals.
9. The Employee can appeal to the decisions at any time. This may be done by referring the matter to the Board of Directors or any external complaints service.

Approved by Board of Directors	_____	Date	_____
Reviewed	_____	Date	_____
Reviewed	_____	Date	_____

APPENDIX B

Part 4 of the *Industrial Relations Act 1996* (NSW) is set out in the following terms:

"Part 4 - Parental leave

Division 1 - Parental leave generally

53. Employees to whom Part applies

- (1) This Part applies to all employees, including part-time employees or regular casual employees, but does not apply to other casual or seasonal employees.
- (2) For the purposes of this Part, a regular casual employee is a casual employee who works for an employer on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.

54. Entitlement to unpaid parental leave

- (1) An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child, as provided by this Part.
- (2) Parental leave is not to extend beyond one year after the child was born or adopted.

Note: See also Part 5 relating to entitlements to part-time work agreements.

55. What is parental leave?

- (1) For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.
- (2) Maternity leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (3) Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:
 - (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).

- (4) Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 18 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step-child of the employee or of the employee's spouse). Adoption leave consists of:
- (a) an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended adoption leave).
- (5) For the purposes of this Part, spouse includes a de facto spouse.

Note: Employees are also entitled to special maternity leave for recovery from a termination of pregnancy or illness related to pregnancy (section 71) and to special adoption leave up to 2 days to attend interviews or examinations for the purposes of adoption (section 72). The requirement of unbroken periods of leave is subject to section 63 (Employee and employer may agree to interruption of parental leave by return to work.)

56. This Part provides minimum entitlements

- (1) This Part sets out the minimum entitlements of employees to parental leave.
- (2) The provisions of an industrial instrument, contract of employment or other agreement (whether made or entered into before or after the commencement of this Part) do not have effect to the extent that they provide an employee with a benefit that is less favourable to the employee than the benefit to which the employee is entitled under this Part.

57. Length of service for eligibility

- (1) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.
- (2) Continuous service is service under one or more unbroken contracts of employment, including:
 - (a) any period of authorised leave or absence, and
 - (b) any period of part-time work.
- (3) However, in the case of a casual employee:
 - (a) the employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer as a regular casual employee (or partly as a regular casual employee and partly as a full-time or part-time employee), and
 - (b) continuous service is work for an employer on an unbroken regular and systematic basis (including any period of authorised leave or absence).

Note: Under Part 8 of this Chapter a period of service in the business of a former employer counts as service with a new employer to whom the business concerned has been transferred.

58. Notices and documents required to be given to employer

- (1) Maternity leave

The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:

- (a) The employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks' before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
- (d) The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

(2) Paternity leave

The notices and documents to be given to the employer for the purposes of taking paternity leave are as follows:

- (a) In the case of extended paternity leave, the employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that his spouse is pregnant and the expected date of birth.
- (d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse; and
 - (ii) that he is seeking that period of extended paternity leave to become the primary care-giver of a child.

(3) Adoption leave

The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:

- (a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks' before the expected date of placement.
- (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
- (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- (d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any adoption leave sought or taken by his/her spouse, and

- (ii) that the employee is seeking that period of extended adoption leave to become the primary care-giver of a child.
 - (4) An employee does not fail to comply with this section if the failure was caused by:
 - (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth; or
 - (b) the child being placed for adoption before the expected date of placement,or if it was not otherwise reasonably practicable to comply in the circumstances. In the case of the birth of a living child, notice of the period of leave is to be given within 2 weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within 2 weeks after the placement of the child.
 - (5) An employee must notify the employer of any change in the information provided under this section within 2 weeks after the change.
 - (6) If required by the employer, an employee who applies for parental leave is to give the employer a statutory declaration, or enter into an agreement with the employer, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
59. Continuity of service
- (1) Parental leave does not break an employee's continuity of service, but is not to be taken into account in calculating an employee's period of service for any purpose.
 - (2) However, parental leave counts as service for any purpose authorised by law or by any industrial instrument or contract of employment.
60. Parents not to take parental leave at the same time
- (1) An employee is not entitled to parental leave at the same time as his/her spouse is on parental leave under this Part.
 - (2) If this section is contravened, the period of parental leave to which the employee is entitled under this Part is reduced by the period of leave taken by his/her spouse.
 - (3) This section does not apply to short paternity leave or short adoption leave.
61. Cancellation of parental leave
- (1) Before starting leave parental leave applied for but not commenced is automatically cancelled if:
 - (a) the employee withdraws the application for leave by written notice to the employer, or
 - (b) the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.
 - (2) After starting leave if:
 - (a) the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, or
 - (b) the child in respect of whom an employee is then on parental leave dies, or

- (c) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue,

the employee is entitled to resume work at a time nominated by his/her employer within 2 weeks after the date on which the employee gives his/her employer a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

- (3) Special leave not affected. This section does not affect an employee's entitlement to special maternity leave under section 71.

62. Parental leave and other leave

- (1) An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave.
- (2) However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this Part.
- (3) Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

63. Employee and employer may agree to interruption of parental leave by return to work

- (1) An employee on parental leave may, with the agreement of the employer, break the period of leave by returning to work for the employer, whether on a full-time, part-time or casual basis.
- (2) The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this Part.
- (3) Nothing in this section affects any other work undertaken by the employee during parental leave.

Note: Section 58(6) requires the employee when taking parental leave to provide the employer with a statutory declaration, or enter into an agreement with the employer, that the employee will not engage during leave in any conduct inconsistent with the employee's contract.

64. Extension of period of parental leave

- (1) An employee may extend the period of parental leave once only by giving the employer notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this Part.
- (2) An employee may extend the period of parental leave at any time with the agreement of the employer. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this Part.
- (3) This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

65. Shortening of period of parental leave

An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period at least 14 days before the leave is to come to an end.

66. Return to work after parental leave

- (1) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part-time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave - the position held immediately before commencing that part-time work or less regular casual work, or
 - (c) if the employee was transferred to a safe job under section 70 before proceeding on maternity leave - the position held immediately before the transfer.
- (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- (3) This section extends to a female employee returning to work after a period of leave under section 71 (Special maternity leave and sick leave).
- (4) An employer who does not make available to an employee a position to which the employee is entitled under this section is guilty of an offence.

Maximum penalty: 100 penalty units.
- (5) In this section, a reference to employment in a position includes, in the case of a casual employee, a reference to work for an employer on a regular and systematic basis.

Note: An employee returning to work after parental leave may also have an entitlement to work part-time under an industrial instrument or a part-time work agreement under Part 5.

Division 2 - Miscellaneous provisions

67. Employer's obligations

- (1) Information to employees. On becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, an employer must inform the employee of:
 - (a) the employee's entitlements to parental leave under this Part, and
 - (b) the employee's obligations to notify the employer of any matter under this Part.

An employer cannot rely on an employee's failure to give a notice or other document required by this Part unless the employer establishes that this subsection has been complied with in relation to the employee.

- (2) Records. An employer must keep, for at least 6 years, a record of parental leave granted under this Part to employees and all notices and documents given under this Part by employees or the employer.

Maximum penalty: 20 penalty units.

68. Termination of employment because of pregnancy or parental leave

- (1) An employer must not terminate the employment of an employee because:
 - (a) the employee or employee's spouse is pregnant or has applied to adopt a child, or

(b) the employee or employee's spouse has given birth to a child or has adopted a child, or

(c) the employee has applied for, or is absent on, parental leave,

but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

Maximum penalty: 100 penalty units.

- (2) For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was one of two or more reasons for termination.
- (3) This section does not affect any other rights of a dismissed employee under this or any other Act or under any industrial instrument or contract of employment, or the rights of an industrial organisation representing such an employee.

Note: A dismissed employee may also make a claim under Part 6 (Unfair dismissals).

69. Replacement employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job.

70. Transfer to a safe job

- (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Occupational Health and Safety Act 2000*.
- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
- (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
 - (a) will not expose her to that risk, and
 - (b) is as nearly as possible comparable in status and pay to that of her present work.

- (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave under this Part (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (5) An employer who does not comply with any obligation imposed on the employer by this section is guilty of an offence.

Maximum penalty (subsection (5)): 50 penalty units.

71. Special maternity leave and sick leave

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

- (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
- (b) the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary for her return to work.

72. Special adoption leave

An employee who is seeking to adopt a child is entitled to up to 2 days' unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure."

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(1622)

SERIAL C3319

**HEALTH AND COMMUNITY EMPLOYEES PSYCHOLOGISTS
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4532 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete clause 3, Conditions of Employment, of the Arrangement of the award published 10 May 2002 (330 I.G. 374) and insert in lieu thereof the following:

3. Conditions of Service

2. Delete the definition of "Association" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the Health Services Union.

3. Delete clause 3, Conditions of Employment, and insert in lieu thereof the following:

3. Conditions of Service

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

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

4. Insert after subclause (iii) of clause 4, Area, Incidence and Duration, the following new subclauses:
- (iv) The changes made to the award pursuant to the Award Review under 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) take effect on 22 October 2004.
 - (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1034)

SERIAL C3470

METAL TRADES (TRAINING WAGES) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4542 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete the words "Training contract" wherever appearing in the award published 19 October 2001 (328. I.G. 1045) and insert in lieu thereof the following:

Training Contract
2. Delete the words "part time" wherever appearing in the award, and insert in lieu thereof the following:

part-time
3. Delete the words "full time" wherever appearing in the award, and insert in lieu thereof the following:

full-time
4. Delete subclause (b), of clause 7 Wages, and insert in lieu thereof the following:

(b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes structured training as defined in this Award.
5. Delete the words "school based traineeship" appearing in paragraph (i), of subclause (i), of clause 7, Wages, and insert in lieu thereof the following:

school-based traineeship

6. Delete paragraphs (ii) and (iii), of subclause (j), of clause 7, Wages, and insert in lieu thereof the following:

(ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in Structured Training may taken as an average for that particular year of the traineeship.

(iii) "Average weekly training time" is based upon the length of the traineeship specified in the Training Contract as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the Training Contract will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the calculation for the wage rate for a part-time traineeship

A school student commences a traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$227^* \times \frac{15 - 3.8}{30.4} = \$83.63 \text{ plus any applicable penalty rates under the Parent Award}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if the "trainee hours" changes.

* See Table 4 - School-Based Traineeships, of Part B - Monetary Rates

7. Delete the last paragraph of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

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 22 October 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.*

Printed by the authority of the Industrial Registrar.

(557)

SERIAL C3308

PUBLIC HOSPITAL MEDICAL RECORD LIBRARIANS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4521 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Delete clause 6, Conditions of Employment, in the Arrangement of the award published 18 January 2002 (330 I.G. 933), and insert in lieu thereof the following:
 6. Conditions of Service
2. Delete the definition of "Association" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the Health Services Union.
3. Delete the word "Association" wherever appearing in the award, and insert in lieu thereof the following:

Union
4. Delete the words "Health and Research Employees Association of New South Wales" appearing in subclause (vii), of clause 3, Grading Committee, and insert in lieu thereof the following:

Health Services Union
5. Delete clause 6, Conditions of Employment, and insert in lieu thereof the following:

6. Conditions of Service

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

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

6. Delete clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

9. Area, Incidence and Duration

- (i) It shall apply to all officers, as defined in clause 1, Definitions, of this award, within the jurisdiction of the Public Health Employees (State) Industrial Committee.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Public Hospital Medical Record Librarians Award published 19 June 1974 (193 IG 1691) and all variations thereof.
- (iii) The award published 19 June 1974 took effect from the first full pay period to commence on or after 1 January 1973.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 22 October 2004.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

(1199)

SERIAL C3387**THE PORT MACQUARIE BASE HOSPITAL PROFESSIONAL STAFF
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4528 of 2004)

Before Mr Deputy President Grayson

22 October 2004

REVIEWED AWARD

1. Renumber clause 33, Area, Incidence and Duration, of clause 1, Arrangement, of the award published 25 May 2002 (333 I.G. 753) to read as clause 34.
2. Insert after clause 32, Parental Leave, of the said clause 1 the following new clause:

33. Reasonable Hours
3. Delete the definition of "Association" in clause 2, Definitions, and insert in lieu thereof the following:
"Union" means the Health Services Union.
4. Delete subclauses (iii) and (iv) of clause 5, Grievance and Dispute Resolution Procedures, and insert in lieu thereof the following:
 - (iii) For the procedures set out in subclauses (i) and (ii) of this clause, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees or the Union representative.

- (iv) For the purposes of this clause, Union representative shall mean an employee appointed as Union representative, who shall, upon notification to the employer in writing thereof, and within 14 days of such appointment, be recognised as the accredited representative of the Health Services Union.

5. Delete clause 28, Accommodation and Amenities, and insert in lieu thereof the following:

28. Accommodation and Amenities

The minimum standards set in the Occupational Health and Safety Regulation 2001 shall be met in the provision of amenities for staff.

6. Delete clause 33, Area, Incidence and Duration, and insert in lieu thereof the following:

34. Area, Incidence and Duration

- (i) This award was made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Port Macquarie Base Hospital Professional Staff Enterprise Bargaining 1996 Consent Award published 15 August 1997 (300 I.G. 559) and all variations thereof.
- (ii) The award published on 15 August 1997 took effect from the first full pay period to commence on or after 11 June 1996.
- (iii) This award shall apply to all employees as defined herein who are employed at Port Macquarie Base Hospital and shall not apply to novices, aspirants or persons who have taken the vows of religious orders in licensed private hospitals.
- (iv) The changes made to the award pursuant to the Award Review under 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) take effect on 22 October 2004.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

7. Insert after clause 32, Parental Leave, the following new clause:

33. Reasonable Hours

- (i) Subject to subclause (ii) of this clause, an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) hereof, 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.

J. P. GRAYSON *D.P.*

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(255)

SERIAL C3646**CROWN EMPLOYEES (STOREMEN, &c.) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the National Union of Workers, New South Wales Branch, industrial organisation of employees.

(No. IRC 4857 of 2004)

Before Commissioner Patterson

27 August 2004

VARIATION

1. Delete subclause (xi), of clause 2, Wages, of the award published 16 April 2004 (344 I.G. 42), and insert in lieu thereof the following:
 - (xi) The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:
 - (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Appendix I - Minimum Award Wage Rates and Appendix II - Allowances and Special Rates, and insert in lieu thereof the following:

APPENDIX I**MINIMUM AWARD WAGE RATES**

Classification	Minimum Award Wage Rates (Per Week)	Minimum Award Wage Rates (Per Week)
----------------	--	--

	State Wage Case 2003 \$	State Wage Case 2004 \$
Storeman and/or Packer	522.70	541.70
Assembler	524.20	543.20
Forklift Driver	528.40	547.40
Leading Hand	524.80	543.80
Charge Hand	527.00	546.00

APPENDIX II

ALLOWANCES AND SPECIAL RATES

Item No.	Subject	Amount State Wage Case 2003 \$	Amount State Wage Case 2004 \$
1	Charge Hand (1-5 employees)	15.40	15.95
2	Charge Hand (6-10 employees)	23.05	23.85
3	Charge Hand (over employees)	31.95	33.05
4	Single Employee	12.20	12.65
5	Forklift Driver	61 cents per hour	63cents per hour
6	Mobile Crane	73 cents per hour	76cents per hour
7	Mobile Crane	73 cents per hour	76cents per hour

3. This variation shall take effect from the first pay period to commence on or after 16 December 2004.

R. J. PATTERSON, Commissioner.

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(550)

SERIAL C3579**MOTELS, ACCOMMODATION AND RESORTS, &c., (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 5607 of 2004)

Before Mr Deputy President Sams

25 October 2004

VARIATION

- Delete subclause 12.2 of clause 12, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:

12.2 Minimum Rates of Pay

Level & Classification	Former award rate per week (\$)	SWC 2004 commencing first pay period on or after 30 October 2004 \$
Introductory Level	448.40	467.40
Level 1 Hospitality Services Grade 1	465.10	484.10
Level 2 Hospitality Services Grade 2 Leisure Attendant Grade 1 Hospitality Administration and Front Office Grade 1	490.20 490.20 490.20	509.20 509.20 509.20
Level 3 Hospitality Services Grade 3	508.50	527.50

Hospitality Administration and Front Office Grade 2	508.50	527.50
Leisure Attendant Grade 2	508.50	527.50
Level 4		
Hospitality Services Grade 4	542.20	561.20
Leisure Attendant Grade 3	542.20	561.20
Hospitality Administration and Front Office Grade 3	542.20	561.20
Level 5		
Hospitality Services Grade 5	583.90	602.90
Hospitality Administration and Front Office Supervisor	583.90	602.90
Level 6		
Hospitality Services Grade 6	602.80	621.80

2. Delete subclause 12.4 of the said clause 12, and insert in lieu thereof the following:

12.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Delete clause 16 Allowances, and insert in lieu thereof the following:

16. Allowances

16.1 Meal allowance

16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$9.70 meal money.

16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day \$
Under 10	Nil
10 but under 10-1/2	1.07
10-1/2 but under 11-1/2	2.10
11-1/2 or more	3.16

16.3 Penalty rates not cumulative

Except as provided in clause 19 - Meal breaks of this Award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.10 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall launder such uniform the employer shall pay the employee \$2.10 for each uniform so laundered with a maximum of \$6.55 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

- 16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.
- 16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.
- 16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.
- 16.7. Travelling, transport and fares
- 16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.
- 16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.
- 16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.
4. Delete subclause 18.8 of clause 18, Hours of Work, and insert in lieu thereof the following:
- 18.8 Work Outside Daily Hours
- 18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.42 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$2.16 for any one day.
5. This variation shall take effect from the first full pay period to commence on or after 30 October 2004.

P. J. SAMS *D.P.*

(076)

SERIAL C3577**BUTTER & CHEESE AND OTHER DAIRY PRODUCTS
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 7268 of 2004)

Before Commissioner Tabbaa

17 January and 17 February 2005

VARIATION

1. Delete clause 10, Arbitrated Safety Net Adjustment, of the award published 26 October 2001 (328 I.G. 1114), and insert in lieu thereof the following:

10. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2003 and the State Wage Case of 2004. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May, 1991 other than safety net, State Wage Case , and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Item No	Description	Column A Amount per week 2003 State Wage Case (on and from 17 January 2005) \$	Column B Amount per week 2004 State Wage Case (on and from 17 January 2006) \$
1	Production Assistant 1	483.50	502.50
2	Production Assistant 2	492.50	511.50
3	Plant Operator 1	495.90	514.90
4	Plant Operator 2	504.20	523.20
5	Plant Operator 3	516.40	535.40
6	Foreperson	527.30	546.30
7	Employee Grading and Taking Delivery of Milk	534.70	553.70

Table 2 - Other Rates

Item No	Clause No	Description	Column A Amount 2003 State Wage Case \$	Column B Amount 2004 State Wage Case \$
1	5.5	Meal Allowance	6.07	6.30
2	8.1	Driver of scammell, articulated or vehicle with trailer attached - Where the semi-trailer has single axle	23.36	24.18
3		Where the semi-trailer has more than one axle	28.41	29.40
4	8.2	Leading Hand Allowance - In Charge of 2 - 10 employees	12.96	13.41
5		In Charge of more than 10 employees	15.63	16.18
6	8.3	Clearing or Cleaning of Box Allowance - Each wet clean	0.51	0.53
7		Each dry clean	0.27	0.28
8	8.4	Operating more than two condenser/evaporating pans/ovens	3.01	3.12
9	8.5	Washing condenser pans/vacuum holding vats or evaporators - Each flying clean	0.12	0.12
10		Each full clean	0.47	0.49
11	8.6	Operating a pedestrian stacker in cold temperatures	8.38	8.67
12	8.7	Operating a pedestrian stacker	6.20	6.42
13	8.8	Operating a pedestrian forklift	4.56	4.72
14	8.9	First-Aid Allowance	9.74	10.08
15	8.10.2	Laundry Allowance	4.92	5.40
16	9.1.1	Early Morning Shift	8.30	8.59
17	9.1.2	Afternoon Shift	10.86	11.24
18	9.1.3	Night Shift	13.68	14.16
19	9.1.4	Fixed afternoon or night shift - Extra per shift Working in Cold Temperature Allowance -	1.52	1.57
20	11.1.1	Below 2 degrees	0.14	0.14
21	11.1.2	Below -1 degree	0.28	0.29

22	11.2.3	Below - 16 degrees	0.39	0.40
23	11.2.4	Below - 20 degrees	0.73	0.76
24	11.2.5	Below - 30 degrees	0.96	0.99

3. This variation shall take effect from the first pay period to commence on or after 17 February 2005.

I. TABBAA, Commissioner.

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(139)

SERIAL C3541

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 6539 of 2004)

Before Commissioner Macdonald

17 December 2004

VARIATION

1. Delete clause 11, National Training Wage, of the award published 19 October 2001 (328 I.G. 952) and inserting in lieu thereof the following:

11. State Training Wage

The parties to this award shall observe the terms of the Training Wage (State) Award 2002, as amended. Each breach of the Training Wage (State) Award 2002 is a distinct and separate breach of this clause.

2. This variation shall take effect from the first full pay period to commence on or after 17 December 2004.

A. W. MACDONALD, Commissioner.

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(779)

SERIAL C3179

CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES SALARIED STAFF CONDITIONS OF EMPLOYMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 5636 of 2003)

Before Commissioner Murphy

4 June 2004

VARIATION

1. Insert after subclause J of clause 6, Allowances, of the award published 8 March 2002 (331 I.G. 1202) the following new subclause:

K. Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 15 of Table A - Rates - Allowances.

2. Delete the reference to Item 15 of Table A, Rates - Allowances in paragraph (2) of subclause B of clause 8, Conveyance, and insert in lieu thereof the following:

Item 16 of Table A - Rates - Allowances

3. Delete Item 15 of the said Table A and insert in lieu thereof the following:

15	6K	Sydney Harbour Bridge Allowance for Works Supervisors	107.44/week
16	8B	Maximum value of furniture and effects on which risk insurance is paid	33000.00

4. This variation shall take effect from the first full pay period commencing on or after 4 June 2004.

J. P. MURPHY, Commissioner.

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(1800)

SERIAL C3729

**READYMIX HOLDINGS PTY LTD CONCRETE CARTAGE
DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3204

(No. IRC 3944 of 2004)

ERRATUM

1. Delete award code "300" and insert in lieu "1800".
2. Delete the title "Readymix Holdings Pty Ltd Concrete Cartage Determination", and substitute the following:

**TRANSPORT INDUSTRY - READYMIX HOLDINGS PTY LTD
CONCRETE CARTAGE CONTRACT DETERMINATION**

G. M. GRIMSON *Industrial Registrar.*

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(398)

SERIAL C3289

**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW
SOUTH WALES SYDNEY HARBOUR BRIDGE ALLOWANCE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5636 of 2003)

Before Commissioner Murphy

4 June 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Roads and Traffic Authority of New South Wales Sydney Harbour Bridge Allowance) Award published 17 December 1999 (312 I.G. 927) as varied, be rescinded on and from 4 June 2004.

J. P. MURPHY, Commissioner.

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SERIAL C3672

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**Erratum to Serial C3558 - published 11 March 2005
(EA05/47)

(349 I.G. 263)

1. Delete EA05/47 and substitute the following:

EA05/47 - ALSTOM Australia Limited - Engineering Systems On-Site Installation Agreement 2004-2006

Made Between: Alstom Australia Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales, and the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 3 February 2005.

Description of Employees: The agreement applies only to employees on-site installation, employed by ALSTOM Australia Limited - Engineering Systems, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award, and the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the National Metals and Engineering On-Site Construction Industry Award.

Nominal Term: 12 Months.

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