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INDUSTRIAL GAZETTE

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PUBLIC HOSPITAL (PHYSIOTHERAPISTS, OCCUPATIONAL THERAPISTS AND SPEECH PATHOLOGISTS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6414 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	On Call
4.	Conditions of Service
5.	Area, Incidence and Duration

1. Definitions

(i) Physiotherapists -

(a) "Physiotherapist" shall mean a person who possesses a:

Bachelor of Applied Science (Physiotherapy) of the University of Sydney, College of Health Sciences, of

Who has such other qualification deemed by the Health Administration Corporation to be equivalent.

and/or who is registered or conditionally registered under the Physiotherapists Registration Act.

(b) "Physiotherapist, Grade 1", shall mean a Physiotherapist appointed as such who is engaged in the performance of all facets of Physiotherapy.

(c) "Sole Physiotherapist" shall mean a Physiotherapist, Grade 1, who is not responsible to another Physiotherapist and is the only Physiotherapist in a particular hospital or elsewhere, including a Community Centre.

(d) "Physiotherapist, Grade 2", shall mean a Physiotherapist appointed to a position approved as such and shall include:

(1) A person who has responsibility for a specific clinical unit within a Physiotherapy Department which involves the supervision of at least one other Physiotherapist;

(2) A deputy to a Physiotherapist Grade 4 or 5.

(e) "Physiotherapist, Grade 3", shall mean a Physiotherapist appointed to a position approved as such and shall include:

(1) A person who has responsibility for a specific clinical unit within a Physiotherapy Department which involves the supervision of more than 6 other Physiotherapists;

- (2) A person performing Student Unit supervision duties on a full-time basis;
- (3) A person in charge of a Physiotherapy Department containing 1-5 other Physiotherapists;
- (4) A deputy to a Physiotherapist Grade 6 or 7.
- (f) "Physiotherapist, Grade 4", shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Department containing 6-14 other Physiotherapists.
- (g) "Physiotherapist, Grade 5", shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Department containing 15-29 other Physiotherapists.
- (h) "Physiotherapist, Grade 6", shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Department containing 30-39 other Physiotherapists.
- (i) "Physiotherapist, Grade 7", shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Department containing 40 or more other Physiotherapists.
- (j) "Regional Adviser, Level 1", shall mean a Physiotherapist appointed as such and shall include a person who is appointed as a Regional Adviser to the South Eastern or South West or Orana and Far Western Region.
- (k) "Regional Adviser, Level 2", shall mean a Physiotherapist appointed as such and shall include a person who is appointed as a Regional Adviser to the North Coast or New England or Central Western or Illawarra Region.
- (l) "Regional Adviser, Level 3", shall mean a Physiotherapist appointed as such and shall include a person who is appointed as a Regional Adviser to the Western Metropolitan or Northern Metropolitan or Southern Metropolitan or Hunter Region.
- (m) "Part-time Regional Adviser", shall mean a person other than a person appointed as a full-time Regional Adviser, who is appointed to perform Regional Adviser duties for thirty percent (30%) of his/her time.
- (n) "Part-time Student Supervisor", shall mean a person other than a person performing Student Unit Supervision duties on a full-time basis, who is required from time to time to supervise students and prepare assessments on such students.
- (ii) Occupational Therapist
 - (a) "Occupational Therapist" shall mean a person who possesses a:
 - Diploma in Occupational Therapy of the School of Occupational Therapy of the New South Wales Association of Occupational Therapy; or
 - Diploma in Occupational Therapy or a Bachelor of Applied Science (Occupational Therapy) of the, Universities of Sydney or Western Sydney; or
 - Bachelor of Health Science (Occupational Therapy) of Charles Sturt or Newcastle Universities;or has such other qualifications deemed by the Health Administration Corporation to be equivalent.
 - (b) "Occupational Therapist, Grade 1", shall mean an Occupational Therapist appointed as such who is engaged in the performance of all facets of Occupational Therapy.

- (c) "Sole Occupational Therapist" shall mean an Occupational Therapist, Grade 1 who is not responsible to another Occupational Therapist and is the only Occupational Therapist in a particular Hospital or elsewhere including Community Centre.
- (d) "Occupational Therapist, Grade 2", shall mean an Occupational Therapist appointed to a position approved as such and shall include;
- (1) A person who has responsibility for a specific clinical unit within an Occupational Therapy Department which involves the supervision of at least one other Occupational Therapist;
 - (2) A deputy to an Occupational Therapist Grade 4 or 5.
- (e) "Occupational Therapist, Grade 3", shall mean an Occupational Therapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical unit within an Occupational Therapy Department which involves the supervision of more than 6 other Occupational Therapists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of an Occupational Therapy Department containing 1-5 other Occupational Therapists;
 - (4) A deputy to an Occupational Therapist Grade 6.
- (f) "Occupational Therapist, Grade 4", shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Department containing 6-14 other Occupational Therapists.
- (g) "Occupational Therapist, Grade 5", shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Department containing 15-29 other Occupational Therapists.
- (h) "Occupational Therapist, Grade 6", shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Department containing 30 or more other Occupational Therapists.
- (i) "Regional Adviser, Level 1", shall mean an Occupational Therapist appointed as such and shall include a person who is appointed as a Regional Adviser to the South Eastern or South West or Orana and Far Western Region.
- (j) "Regional Adviser, Level 2", shall mean an Occupational Therapist appointed as such and shall include a person who is appointed as a Regional Adviser to the North Coast or New England or Central Western or Illawarra Region.
- (k) "Regional Adviser, Level 3", shall mean an Occupational Therapist appointed as such and shall include a person who is appointed as a Regional Adviser to the Western Metropolitan or Northern Metropolitan or Southern Metropolitan or Hunter Region.
- (l) "Part-time Regional Adviser", shall mean a person, other than a person appointed as a full-time Regional Adviser, who is appointed to perform Regional Adviser duties for thirty percent (30%) of his/her time.
- (m) "Part-time Student Supervisor", shall mean a person, other than a person performing Student Unit Supervision duties on a full-time basis, who is required from time to time to supervise students and prepare assessments on such students.

(iii) Speech Pathologists -

- (a) "Speech Pathologist" shall mean a person who possesses a:
Diploma in Speech Therapy of the Australian College of Speech Therapy; or
Bachelor of Applied Science (Speech Pathology) of the Sydney University; or
Bachelor of Health Science (Speech Pathology) from Charles Sturt University; or
Bachelor of Speech Pathology of Newcastle University;
- or has such other qualifications deemed by the Health Administration Corporation to be equivalent.
- (b) "Speech Pathologist, Grade 1", shall mean a Speech Pathologist appointed to a position approved as such, which requires the performance of all facets of Speech Pathology.
- (c) "Sole Speech Pathologist" shall mean a Speech Pathologist, Grade 1, who is not responsible to another Speech Pathologist and is the only Speech Pathologist in a particular hospital or elsewhere including Community Care.
- (d) "Speech Pathologist, Grade 2", shall mean a Speech Pathologist, appointed to a position approved as such and shall include;
- (1) A person who has responsibility for a specific clinical unit within a Speech Pathology Department, which involves the supervision of at least one other Speech Pathologist;
 - (2) A duty to a Speech Pathologist Grade 4 or 5.
- (e) "Speech Pathologist, Grade 3", shall mean a Speech Pathologist appointed to a position approved as such and shall include;
- (1) A person who has responsibility for a specific clinical unit within a Speech Pathology Department which involves the supervision of more than 6 other Speech Pathologists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of a Speech Pathology Department containing 1-5 other Speech Pathologists.
- (f) "Speech Pathologist, Grade 4", shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Department containing 6-14 other Speech Pathologists.
- (g) "Speech Pathologist, Grade 5", shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Department containing 15 or more other Speech Pathologists.
- (h) "Regional Adviser, Level 1", shall mean a Speech Pathologist appointed as such and shall include a person who is appointed as a Regional Adviser to South Eastern or South West or Orana and Far Western Region.
- (i) "Regional Adviser, Level 2", shall mean a Speech Pathologist appointed as such and shall include a person who is appointed as a Regional Adviser to the North Coast or New England or Central Western or Illawarra Region.
- (j) "Regional Adviser, Level 3", shall mean a Speech Pathologist appointed as such and shall include a person who is appointed as a Regional Adviser to the Western Metropolitan or Northern Metropolitan or Southern Metropolitan or Hunter Region.

- (k) "Part-time Regional Adviser", shall mean a person, other than a person appointed as a full-time Regional Adviser, who is appointed to perform Regional Adviser duties for thirty percent (30%) of his/her time.
- (l) "Part-time Student Supervisor", shall mean a person other than a person performing Student Unit Supervision duties on a full-time basis; who is required from time to time to supervise students and prepare assessment on such students.

2. Salaries

For current salaries refer Health Professional and Medical Salaries (State) Award.

3. On Call

- (i) An "on-call period" is a period during which an officer is required by the hospital where he or she is employed to be on call.
- (ii) For the purposes of calculation of payment of on-call allowances and for call back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period, an allowance which shall be, at the option of the employer, either \$6.50 per on-call period or \$32.60 per week.

4. 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 (State) Award, shall also apply to all relevant employees.

5. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Public Hospital Physiotherapists, Occupational Therapists and Speech Pathologists (State) Award published 18 January 2002 (330 IG 884) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

R. P. BOLAND J.

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(1503)

SERIAL C4269**HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 6409 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Principles
3.	Loadings
4.	Arrangements for Existing Part-time Workers
5.	Process for Resolving Inconsistencies
6.	Dispute Resolution
7.	Anti-Discrimination
8.	Area, Incidence and Duration

1. Definitions

- 1.1 NSW Health for the purpose of this award means the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*.
- 1.2 Employee means a person who is engaged on either a full time, part time, temporary, exempt or casual basis under a contract of employment within NSW Health.
- 1.3 Casual employee means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.
- 1.4 Temporary employee means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- 1.5 Permanent employee means a person appointed as such or a person who has worked in the same position, including a permanent relief position, for a continuous period of 13 weeks other than as an exempt employee. Permanency is subject to the outcome of any appeal process.
- 1.6 Exempt employee means a person who is engaged for a continuous period and whose employment involves:
- relief for periods in excess of 13 weeks during the absence of existing employees or;
- specific projects which are time limited or;
- functions which involve funding for a specific period and which is not of a recurrent nature or;
- forthcoming service reductions which have a predetermined date.

Exempt employees as defined do not attract casual or temporary loadings.

- 1.7 Continuous period of employment means an uninterrupted period of 13 weeks employment involving at least one shift per week in that period, but does not refer to exempt employees as defined.

2. Principles

- 2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this award.
- 2.2 It is the responsibility of NSW Health to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.
- 2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.
- 2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.
- 2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks notice of their intention to terminate their employment contract.
- 2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.
- 2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.
- 2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

3. Loadings

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 10 per cent loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.
- 3.2 Temporary Employees - A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall cease to apply if:
- (a) the period of employment extends beyond 13 weeks
 - (b) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

4. Arrangements for Existing Part-Time Workers

- 4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time

employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.

- 4.2 Conditions - Persons covered by clause 5.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within applicable awards.

5. Process for Resolving Inconsistencies

- 5.1 The Awards contained in the attached schedule "A" as varied from time to time, shall also apply, where appropriate, to persons covered by this award.
- 5.2 To the extent that any inconsistency exists between the conditions provided by this award and that provided by an award contained in the attached schedule "A" this award will prevail.

6. Dispute Resolution

- 6.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- 6.2 If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause 7.3 of this clause.
- 6.3 With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Health Service and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the Industrial Relations Act 1996 by one of the disputing parties.
- 6.4 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 6.5 Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made
- 6.6 The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

7. Anti-Discrimination

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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:."

8. Area, Incidence and Duration

- 8.1 This Award rescinds and replaces the Health Industry Status of Employment Interim (State) Award published 15 September 2000 (Vol. 318 I.G. 859) and all variations thereof.
- 8.2 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule "A", employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- 8.3 This Award takes effect from 1 July 2005, and shall remain in force until 30 June 2008.

SCHEDULE "A"

1. Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award
2. Public Hospital (Career Medical Officers) (State) Award
3. Public Hospital Dental Staff (State) Award
4. Public Hospital Dental Therapists (State) Award 1996
5. Public Hospital Dental Assistants (State) Award
6. Health Employees Dental Officers (State) Award
7. Health Employees Dental Technicians (State) Award
8. Scientific Officers (Public Hospital Dietitians) Award
9. Public Hospitals Library Staff (State) Award
10. Public Hospitals (Medical Superintendents) Award
11. Public Hospital (Medical Officers) Award

12. Public Hospital Medical Record Librarians Award
13. Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award
14. Hospital Scientists (State) Award
15. Public Hospital Social Workers Award
16. Health Employees Conditions of Employment (State) Award
17. Royal Rehabilitation Service - Weemala Unit Residential Care Staff (State) Award
18. Public Hospital Residential Services Assistant (State) Award
19. Health Employees Administrative Staff (State) Award
20. Health Managers (State) Award
21. Health Employees Pharmacists (State) Award
22. Health Employees (State) Award
23. Health Employees General Administrative Staff (State) Award
24. Health Employees (Engineers) (State) Award
25. Health Employees Computer Staff (State) Award
26. Health Employees Technical (State) Award
27. Health Employees Medical Radiation Scientists (State) Award
28. Health Employees Interpreters (State) Award

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses Association, industrial organisation of employees.

(No. IRC 6060 of 2005)

Before The Honourable Justice Boland

5 December 2005

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
38.	Accommodation and Board
30.	Annual Leave
31.	Annual Leave Loading
49.	Anti-discrimination
58.	Area, Incidence and Duration
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PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. No Extra Claims

There shall be no further salary or conditions claims made during the term of this Award, that is, to 30 June 2008, except as provided for in the Memorandum of Understanding between the Corporation and the Association dated 14 June 2005.

3. Definitions

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

"ADA" means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average =
$$\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Average Number of Days in the Period}}$$

Neo-natal Adjustment =
$$\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

Non-inpatient =
$$\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

"Ambulance Service" means the Ambulance Service of NSW.

"Area Health Service" means an Area Health Service established pursuant to the provisions of the *Health Services Act* of 1997, including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Area Manager, Nurse/Midwifery Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses' Association.

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nurses' and Midwives' Board of New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse/Midwifery Educator" means a registered nurse with relevant post-registration certificate qualifications, who is required to implement and evaluate educational programs at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse/midwife education in the ward/unit level only.

An employee will achieve Clinical Nurse Educator status on a personal basis by being required by the public hospital/public health organisation to provide the educational programs detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

"Clinical Nurse/Midwifery Specialist" means:

A registered nurse with relevant post-basic qualifications and twelve months experience working in the clinical area of his/her specified post-basic qualification, or

a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field; and

who satisfies the local criteria.

"Clinical Nurse/Midwifery Consultant Grade 1" means: a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse/Midwifery Consultant Grade 2" means: a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse/Midwifery Consultant Grade 3" means: a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Corporation" means the Health Administration Corporation.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years. This year cannot be compacted into a period of less than twelve months.

"Department" means the Department of Health, New South Wales.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse Managers.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsement" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Enrolled Nurse - Special Grade" means an enrolled nurse, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

"Enrolled Nurse - Special Grade, Medication Endorsement" means an enrolled nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area and endorsed to administer medications by the Board. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

"Experience" in relation to a trainee enrolled nurse or assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997*) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or the Ambulance Service of New South Wales as defined in s.4 of the *Ambulance Services Act 1990*, or their successors, assignees or transmittes.

"Manager, Nurse/Midwifery Education" - refer to Schedule 1, Nurse Managers.

"Nurse/Midwifery Educator" means a registered nurse with a post-registration certificate, who has relevant experience or other appropriate qualifications and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programs within an area, group or public hospital. Nurse education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses courses and, where applicable, general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole nurse educator in a public hospital, district or region shall be paid at the 3rd year rate of the salary scale. Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory service, provided that progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse/Midwifery Manager" means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

"Nurse/Midwifery Practitioner" means a registered nurse appointed as such to a position approved by the Director General and who is authorised by the Nurses' and Midwives' Board of New South Wales, pursuant to Section 19A of the Nurses Act 1991, to practice as a nurse practitioner.

"Nurse/Midwifery Practitioner Year 3 and Thereafter" means a registered nurse appointed as such to a position approved by the Director-General and who is authorised by the Nurses' and Midwives' Board of New South Wales, pursuant to section 19A of the *Nurses' Act* 1991, to practice as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the *Nurses' Act* 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter."

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing Unit Manager Level 1", whose responsibilities include:

(a) Co-ordination of Patient Services -

liaison with all health care disciplines for the provision of services to meet patient needs;

the orchestration of services to meet patient needs after discharge;

monitoring catering and transport services.

(b) Unit Management -

implementation of hospital/health service policy;

dissemination of information to all personnel;

ensuring environmental safety;

monitoring the use and maintenance of equipment;

monitoring the supply and use of stock and supplies;

monitoring cleaning services.

(c) Nursing Staff Management -

direction, co-ordination and supervision of nursing activities;

training, appraisal and counselling of nursing staff;

rostering and/or allocation of nursing staff;

development and/or implementation of new nursing practice according to patient need.

Provided that the classification of Nursing Unit Manager Level 1 shall include those registered nurses who, as at 27 June 1986, were appointed as Charge Nurses or Supervisors of 20 but less than 50 beds or who were appointed at a rate of pay equal to the latter.

"Nursing Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

Provided that the classification of Nursing Unit Manager Level 2 shall include those registered nurses who, as at 27 June 1986, were appointed as Supervisors of 50-75 beds or at a rate of pay equal thereto.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

Provided that the classification of Nursing Unit Manager Level 3 shall include those registered nurses who, as at 27 June 1986, were appointed as Supervisors of 75-100 beds or at a rate of pay equal thereto.

Provided further, in relation to those nurses classified in accordance with this definition as Nursing Unit Managers on the basis of their former appointment as Charge Nurses or Supervisors, as the case may be, that nothing in this definition shall prevent them from being considered for regrading at any time after 27 June 1986.

"Public Health Organisation" means:

- (a) an area health service, or;
- (b) a statutory health corporation, or;
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

"Public Hospital" means:

- (a) a hospital controlled by an area health service, or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Health Administration Corporation).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Residential Care Nurse" means a person other than a registered nurse or enrolled nurse, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any "off campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

"Senior Nurse/Midwifery Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Department, or one of the following certificate or diploma courses:

Associate Diploma in Community Health -
College of Nursing, Australia; N.S.W. College of Nursing;
Associate Diploma in Nursing Administration -

College of Nursing, Australia; N.S.W. College of Nursing;
 Associate Diploma in Nursing Education -
 College of Nursing, Australia; N.S.W. College of Nursing,
 Newcastle College of Advanced Education;
 Certificate in Operating Theatre Management -
 N.S.W. College of Nursing;
 Certificate in Operating Theatre Technique -
 College of Nursing, Australia;
 Certificate in Coronary Care -
 N.S.W. College of Nursing;
 Certificate in Orthopaedic Nursing -
 N.S.W. College of Nursing;
 Certificate in Ward Management -
 N.S.W. College of Nursing;
 Midwife Tutor Diploma -
 College of Nursing, Australia, or Central Midwives Board, London;
 Occupational Health Nursing Certificate -
 N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

"Shift Worker" means a worker who is not a day worker as defined.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"Trainee Enrolled Nurse" means a person who is being trained to become an enrolled nurse in a hospital recognised by the Board as a training school for enrolled nurses.

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

4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum [as per Department of Health Policy Directive No. PD2005_561 dated 22 March 2005 (Circular No. 95/17)], employees working 10 hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

- (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.
- (b) Employees shall not be entitled to the provisions of paragraph (a) of subclauses (iii) and (v) of this clause (i.e. an additional day off as a consequence of a 38 hour week) when undertaking block training.

- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

- (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADO's) may be accumulated up to a total of seven. This limit on accumulation means that any employee who has already accumulated seven ADO's must take the next ADO accruing to her/him when it falls due in accordance with the roster.
- (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADO's or to take them off subsequent to such accumulation.
- (c) Any ADO's accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast -	between 6am and 9am
Midday Meal -	between 12 noon and 2pm
Evening Meal -	between 5pm and 7pm
Night Meal -	between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x)
- (a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv)
- (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
- (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
- (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any

course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.

- (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or to a registered nurse in charge as the case may be, who is employed permanently in charge at night.
 - (e) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
 - (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 10, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
 - (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
 - (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.
- (xix) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
- (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the award provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

6. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
- termination of employment;
 - major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - the alteration of hours of work for a class or group of employees; or in
 - the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer 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 in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and

the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Department or Corporation; or is an exempt matter under the Freedom of Information Act 1989.

7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

8. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

9. Salaries

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse or Enrolled Nurse - Special Grade who is endorsed to administer medication will be classified and paid as an Enrolled Nurse - Medication Endorsement or Enrolled Nurse Special Grade - Medication Endorsement respectively from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier.

Provided that an Enrolled Nurse - Medication Endorsement 1st year shall not progress to Enrolled Nurse - Medication Endorsement 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Part B Monetary Rates of this award an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under Clause 8 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under Clause 8 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause:
- (a) "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (b) "Employer" shall mean the Health Administration Corporation of New South Wales."
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the Employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee elects to salary sacrifice in terms of subclause (iii) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*
- the employee's Employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the

Employer will continue to base contributions to that fund on the salary payable under Clause 9 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

11. Transitional Arrangements - Registered Nurse Incremental Scale

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 March 1997.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment under this award, which commence on or after the transitional date.
- (iv) Transitional Table:

Column A (Old incremental scale)	Column B (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UG1	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.	

- (v) The year of service determined by this clause shall be the year of service only for the purposes of clause 9, Salaries. In particular this clause shall not affect the definition of service for the purposes of clause 30, Annual Leave; clause 37, Sick Leave or clause 33, Long Service Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

12. Special Allowances

- (i)
 - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.

- (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
- (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
- (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Department for a "casual" user. The provisions of this paragraph shall apply to all employees.
- (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 5 (c) and Grade 6 (a) when required to remain on call for the purpose of the performance of clinical duties.
- (iii)
- (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
- (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.
- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse. Provided further that the allowance shall also be paid in the absence of a Nurse Manager in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.

- (vi) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (vii)
- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An enrolled nurse employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.

13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Nursing Unit Manager or Nurse Manager Grade 1 and Nurse Manager Grade 2, who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

- (ii) An employee who is employed in the classification of Nurse Manager Grade 3 and above who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time shall be paid a continuing education allowance subject to the conditions set out in subclause (i) of this clause.
- (iii) Subject to the preceding provisions in subclauses (i) and (ii) of this clause, an employee who holds a post-graduate certificate (not including a hospital certificate) shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 21 of the said Table 2.
- (v) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (vi) An enrolled nurse, who holds a relevant Certificate 4 continuing education qualification in a clinical field, in addition to the qualification leading to enrolment, shall be paid a continuing education allowance subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (vii) Subject to the preceding provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (viii) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (ix) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award, negotiations between the NSW Health Department and the Association must occur prior to referral to the Industrial Relations Commission for determination.

14. Climatic and Isolation Allowances

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.

- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

15. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.

- (vi) This clause shall not apply to Nurse Managers classified Grade 4 or above.

16. Fares And Expenses

- (i) A trainee enrolled nurse sitting for an examination prescribed by the Board and required to travel from the home centre to an examination centre shall be paid by the employer all fares necessarily incurred in such travelling and, if it is reasonably necessary, for each student nurse or trainee enrolled nurse to sleep away from such home centre, the travelling allowance prescribed from time to time by clause 46 of the Public Sector Management (General) Regulation 1996 shall apply. "Home Centre" means the town in which is situated the public hospital at which such trainee enrolled nurse is employed.
- (ii) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.

- (iii)
- (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.
 - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iv) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (v) Subclauses (iii) and (iv) of this clause shall not apply to trainee enrolled nurses or to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (vi) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-
- Registered Nurses;
- Enrolled Nurses;
- Trainee Enrolled Nurses; or
- Assistants in Nursing.
- (NOTE: These additional rates are compensation for overtime and adverse conditions.)
- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Corrections Health Service shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be adjusted from time to time in accordance with any State Wage Case increase covering work-related allowances. Part time and Casual employees shall be paid this allowance on a pro rata basis. This allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the State Wage Case 2000 (2000) 97 IR 348.

- (iv) All nurses employed by the Corrections Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the State Wage Case 2000 (2000) 97 IR 348.

Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by Clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave. +
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the meals specified.

18. Telephone Allowance

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

19. Nurses on Secondment

Trainee Enrolled Nurses who are required to travel to a TAFE campus to attend the theoretical component of the Enrolled Nurse course or who are seconded on a full-time basis to another public hospital or public health organisation for purposes of training shall be granted conditions in accordance with Department of Health Policy Directive No. 2005_444 dated 28 January 2005 (Circular No. 95/82), as amended from time to time.

20. Mobility, Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.

(ii)

- (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996.

(iii)

- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Department of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
- (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
- (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996 less the said amount. This amount shall be reviewed annually by the Corporation.

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

21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or his/her nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by the Department's Transport Allowance in force from time to time.

22. Provision of Communication Device

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

23. Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
 - (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum as set in the said Item 13 per week.
 - (c) In lieu of supplying socks to an employee, an employer shall pay the said employee the sum as set in the said Item 13 per week.
 - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
 - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
 - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.

- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vi) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
 - (a) For female employees:
 - 1 Uniform Jacket
 - 3 Culotte Mid-weight Skirts
 - 2 Winter weight Culotte Skirts
 - 3 Slacks
 - 4 Blouses (2 long sleeve, 2 short sleeve)
 - 1 Pair of Shoes
 - 1 Handbag
 - 1 Cardigan
 - 1 raincoat
 - 1 Parka
 - (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers uniform shall be provided.

24. Higher Grade Duty

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause shall not apply where the employee of the higher classification is off duty pursuant to clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education, except in so far as a Director of Nursing accumulates days off for a continuous period of one week or more or when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.

25. Overtime

- (i)
 - (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
 - (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 paragraph (b), 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.
- (ii)
 - (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in Department of Health Policy Directive No. PD2005_439 dated 28 January 2005 (Circular No. 94/121) , as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

- (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
- (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
- (b) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the 3 meals specified.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
- (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
- (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
- (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
- (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 10, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse Managers classified at Grade 4 or above, except where all of the following criteria are met:
- (a) the Nurse Manager is employed in a small public hospital that does not employ Nurse Managers to supervise the nursing services on evenings, nights and/or weekends; and

- (b) the Nurse Manager is required to work overtime due to the public hospital having insufficient nursing staff available to be rostered on duty at the relevant time; and
- (c) the Nurse Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

26. Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

27. Payment and Particulars of Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 41, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

28. Registration Or Enrolment Pending

- (i) A student nurse or trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for registration or enrolment shall, upon registration or

enrolment, be paid as from the date of application for registration or enrolment the salary to which she or he would have been entitled if registered or enrolled.

- (ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

29. Part-Time, Casual and Temporary Employees

PART I

PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, ie. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.

PART II

CASUAL EMPLOYEES

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, clause 32, Family and Community Services Leave and Personal/Carer's Leave, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part III in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than 2 hours notice the casual employee must be paid a minimum payment of 2 hours calculated at the rate which would have applied had the cancellation not occurred.

- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

PART III

TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
- (a) the said period of engagement being extended after the said period of 13 weeks;
- (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see Annual Holidays Act, 1944.

PART IV

SAVINGS PROVISIONS

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act*, 1944.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act*, 1955.

30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
- (a) Employees required to work on a 7 day basis - 6 weeks annual leave.
 - (b) All other employees - 4 weeks annual leave.
- (ii)
- (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
 - (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
 - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the employer following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

- (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
- (a) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding 6 months.
- (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
- (c) The employer shall give each employee, where practicable, 3 months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii)
- (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
- (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
- (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.
- Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (1/12) in respect of employees rostered to work on a 7 day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005_099 dated 25 January 2005 (Circular No. 96/71), as amended from time to time, dealing with public sector staff mobility.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes.	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of his or her additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005_099 dated 25 January 2005 (Circular No. 96/71), as amended from time to time, dealing with public sector staff mobility.

31. Annual Leave Loading

Employees shall be paid an annual leave loading in accordance with the Department Circular No. 82/14 of 11.1.1982, as amended from time to time.

32. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all employees covered by this Award, other than casual employees.

A. FACS Leave

- (iii) FACS Leave - general

- (a) For the purpose of this clause relating to FACS Leave:

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

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

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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where

there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

(iv) FACS Leave replaces Compassionate Leave.

(v) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(vi) FACS Leave - entitlement

(a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.

(c) FACS Leave is available to part-time employees on a pro rata basis.

(vii) Additional FACS Leave for bereavement purposes

Where FACS Leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iii) (a) of this clause.

(viii) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(ix) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (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 purpose of this clause relating to Personal/Carer's Leave:

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

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

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

- (x) Use of Sick Leave to care for the person concerned - entitlement
 - (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (ix) of this clause.
 - (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave 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 available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in sub clause (c) above.
 - (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(xi) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 5 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 5 consecutive annual leave days are taken;
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined above.

C. Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xii) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (ix) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xii) (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xii) (a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xiii) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this 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 during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

33. Long Service Leave

(i)

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

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

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

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

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals or area health services; and
- (2) as a full time and/or permanent part time employee with any authority as prescribed in the Transferred Officers Extended Leave Act 1961, as amended. In this instance, such service must meet the provisions of transfer prescribed in that Act.

- (b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

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

- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.

- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.

- (vi) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (vii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (viii) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (ix)
 - (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005_099 dated 25 January 2005 (Circular No, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the widow or the widower of such employee or if there is no such widow or widower the children of such employee or if there is no widow, widower or children, such person who, in the opinion of the employer, was at the time of the death of such officer, a dependant relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. Where there is a guardian of any children entitled under this paragraph the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement. Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such officer.
- (x) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xi) All employees employed under Part I - Permanent Part-Time Employees of Clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;

- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (x) of this clause.

- (xii) Except as provided for in subclause (xiii) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiii) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

- (a) An employee who -

- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
- (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -

- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act, 1955*, as provided for in subclause (x) of this clause;
- (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (xiv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of Clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the Long Service Leave Act 1955, as amended, subject to meeting the provisions of that Act.

34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees; provided that these part time

employees who receive a part-time loading and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act*, 1996.

(ii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

A. Maternity Leave -

(i) Eligibility -

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

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

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

(ii) Portability of Service for Paid Maternity Leave -

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public sector department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act*, 1961, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement:

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

- Paid maternity leave may be paid:
- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications -

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave -

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

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions -

In accordance with obligations established by the Section 69 of the *Industrial Relations Act 1996*, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth -

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave -

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to Return to Previous Position -

In accordance with the obligations set out in section 66 of the *Industrial Relations Act, 1996* an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours -

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. All such applications are to be considered having regard to the terms of Department of Health Policy Directive No. PD2005_154 dated 25 January 2005 (Circular No 99/66), as amended from time to time.

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave -

(i) Eligibility -

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

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

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

(ii) Entitlement -

(a) Paid Adoption Leave -

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

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iii) Applications -

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

(iv) Variation after Commencement of Leave -

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

(v) Portability of Service for Paid Adoption Leave-

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

(ix) Return for Less than Full Time Hours -

As per maternity leave conditions.

C. Parental Leave -

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:
 - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

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

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

35. Military Leave

Employees shall be granted military leave in accordance with Department of Health Policy Directive No. PD2005_372 dated 27 January 2005 (Circular No. 2004/48), as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with Department of Health Policy Directive No. PD2005_559 dated 21 March 2005 (General Instruction No. 1732), as amended from time to time.

37. Sick Leave

(i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:

- (a) An employee shall not be entitled to sick leave until after three months continuous service.
- (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
 - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
 - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see Department of Health Policy Directives Nos. PD2005_560 and PD2005_561 dated 22 March 2005 [Circulars Nos. 89/111 and 95/17] as amended from time to time).
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.

- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
- (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (ie a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
 - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
 - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees: a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this Clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

38. Accommodation and Board

- (i) The employer shall where practicable provide for the use of employees who live in:
- (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
 - (b) Employees other than Directors of Nursing:
 - (1) Dining facilities suitable to the reasonable needs of the nursing staff.
 - (2) A lounge room suitable to the reasonable needs of the staff.

- (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
 - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
 - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
 - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
 - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
 - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
 - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
 - (iii) The following deductions from salary shall be made by an employer for accommodation:
 - (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
 - (b) Directors of Nursing provided with a self contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
 - (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction of as set in Item 16 of table 2 of Part B per week.
 - (v)
 - (a) The employer shall provide for the use of employees who live out:
 - (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who

live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;

- (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.
- (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Corporation may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.
- (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

39. Grading Committee

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

40. Gradings of Positions of Nurse Manager

- (i) All positions of Nurse Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.

- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Department of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vii) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

41. Deputy Directors of Nursing, Assistant Directors of Nursing

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:
 - Less than 150 beds - a Deputy Director of Nursing
 - 150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

42. Proportion

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

43. Medical Examination of Nurses

See Department of Health Policy Directive No. PD2005_019 dated 25 January 2005 (Circular No. 83/362), as varied, from time to time by agreement.

44. Domestic Work

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

45. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.

- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

46. Labour Flexibility

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

47. Right of Entry

See Section 297 of the *Industrial Relations Act 1996*.

48. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (ie. at Public Hospital/Area Health Service or Public Health organisation/Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* to the Industrial Relations Commission for its assistance in resolving the issue.

- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

49. Anti-Discrimination

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

50. Exemption

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the United Dental Hospital of Sydney, provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

51. Salary Packaging

- (i) By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
- (ii) Where an employee elects to package a portion of salary:
 - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9 Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre tax dollars.
- (iv) The parties agree that the application of the fringe benefits exemption cap and the PBI status of the NSW Health Services are subject to the prevailing Australian taxation laws.
- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (vii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

- (viii) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

52. Deduction of Union Membership Fees

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

"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

53. Reasonable Workloads for Nurses

- (i) To assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future, reasonable workloads for nurses are required. The employer has a responsibility to provide reasonable workloads for nurses.
- (ii) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, based on the agreed tool(s), will take into account measured demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
- (d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) an employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
- (f) an employee shall not be required to work an unreasonable amount of overtime; and

- (g) an employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(iii) Reasonable Workload Tool(s)

The Association and the Corporation agree that workload calculation tools are a means to facilitate informed discussion and decision making about reasonable workloads for nurses, rather than being an end in itself.

(a) General workload calculation tool

1. The Association and the Corporation agree that one workload calculation tool is presently not capable of meaningfully applying to every nursing context within the public health system.
2. The Association and the Corporation have reached agreement on the name and key characteristics of the interim general workload calculation tool for nursing to be implemented in medical and surgical inpatient wards in acute public hospitals.
3. The interim general workload calculation tool will be known as the general workload calculation tool.
4. The general workload calculation tool possesses the following key characteristics:
 - (i) Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
 - (ii) Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.
 - (iii) Occupancy rate - The application of average annual occupancy rates in the general workload calculation tool is:

for wards/units with occupancy rates 85% and over - a rate of 100% applies;

for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies; and

for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis."

- (iv) Available beds - The average number of available beds is calculated, to account for changes in this figure during the course of a year.
- (v) Length of shifts - The length of shifts reflects those rostered to be worked in the ward or unit.
- (vi) Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.

- (vii) Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing Unit Manager, Clinical Nurse Educator, Clinical Nurse Consultant, dedicated administrative support staff and wards persons.
- (viii) Application and monitoring - the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing Unit Manager to monitor monthly.
- (ix) Relief for Annual leave - The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

- (x) Relief for Sick Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by the Association and the Corporation, on request by either party.
- (xi) Other factors - In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1 = 4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant reasonable workload committee.

- (xii) Exclusions - the general workload calculation tool is not to be applied to:
 - intensive care units;
 - high dependency units;
 - specialty designated coronary care units;
 - specialist burns units;
 - emergency departments;
 - operating theatres;
 - midwifery services;
 - intensive care mental health units;
 - mental health admitted patient units (pending further investigation);
 - community nursing;
 - community mental health nursing; and
 - Multi-Purpose Services.

5. The Association and the Corporation agree that the name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

The Association and the Corporation will conduct a joint review of the general workload calculation tool and implementation progress no later than six months after the commencement of implementation.

- (b) Australian Confederation of Operating Room Nurses (ACORN) 2002 workload calculation tool
1. The Association and the Corporation agree that in the interim the ACORN 2002 standards will be implemented in operating rooms. The parties agree that because these standards have been established and used for a number of years, the key characteristics are not included in this Award.
 2. The Association and the Corporation will jointly review the implementation of ACORN 2002 standards no later than six months after the commencement of implementation, being 6 March 2005.
- (c) Birthrate Plus
1. Birthrate Plus is a framework for workforce planning and strategic decision making and has been in extensive use in UK maternity units.
 2. A project has commenced to adapt and modify Birthrate Plus to reflect the NSW Health environment. The first phase of the project is designed to field test the data collection tool for validity and reliability in the NSW setting, leading to adaptation and subsequent adjustment of the workforce calculations. Once this is done, it is planned to investigate State-wide implementation. The Association and the Corporation will participate in this project and continue to monitor progress to ensure timely introduction of a workload acuity calculation tool based on Birthrate Plus.
- (d) Specific workload calculation tool(s)
1. The Association and the Corporation will establish working groups to develop workload calculation tools for other nursing specialties, as agreed.
 2. Working groups for Emergency, Community, and in-patient Mental Health will be established. The Association and the Corporation will participate in these working groups with the intent of completing recommendations to the Corporation and the Association by 6 March 2005.
 3. Within six months from 6 September 2004, the Association and the Corporation will determine the nursing specialties that require working groups to develop recommendations on workload calculation tools for those specialties, and establish those working groups.
 4. The Association and the Corporation agree that once specific workload calculation tools are agreed for nursing contexts not covered by the general workload calculation tool, ACORN 2002 or Birthrate Plus, the Award will be varied to include:
 - the name of the tool(s); and
 - key characteristics of the tool(s), which may include a formula.
- These tools may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

(iv) Role of reasonable workload committees

- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing

workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.

- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
 - (c) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (v) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a public hospital, or health service or the employer, a reasonable workload committee shall be established for the relevant public hospital or health service. Such requests shall be made to the Chief Executive Officer of the Health Service. Where circumstances warrant and are conducive to the efficient delivery of services, a reasonable workload committee may be established by agreement between the Association and the employer that covers more than one public hospital or health service.
 - (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Area Health Service or Statutory Health Corporation.
 - (c) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
 - (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
 - (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
 - (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.
- (vi) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 - Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager, Director of Nursing or Area Director of Nursing, depending on the nursing executive structure of the public hospital, health service or public health organisation in which the grievance has arisen.

- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/health service/public health organisation reasonable workload committee for consideration and recommendation to management.
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 - Disputes in this Award.

54. Trade Union Activities

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act, 2000* and the Occupational Health and Safety Regulation 2001;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management, by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (vi) Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (vii) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (viii) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

B. Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Health Administration Corporation/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, ie. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
 - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (a) as an Executive Member; or
 - (b) a member of a Federal Council; or

- (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
 - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Health Administration Corporation for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) recredit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the Association or the staff member.

55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

in-house courses or activities

mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Corporation is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) Types and amount of leave

- (a) Seminars, conferences and short courses
 - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
 - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

(b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

(c) Face to face

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

(d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a bank account in the employee's name each pay period for

payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in the scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once within the first six months of each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 30th June 2006 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the scheme.
- (vi) The employer will continue to pay employer superannuation contributions for employees participating in the career break scheme. The amount of such employer contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (vii) Employees will continue to pay all employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (viii) Salary packaging will not be available for the deferred salary leave year.
- (ix) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (x) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xi) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xii) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xiii) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the scheme.
- (xiv) An employee may elect to withdraw from the scheme at any time by giving four weeks notice to the employer, or lesser time if the employer agrees, and will be reimbursed all deferred monies owing.

- (xv) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xvi) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year, but should consider the tax implications of doing so.
- (xvii) Upon return to work after the deferred salary leave year an employee has the right to return to the same position they held prior to the commencement of the deferred salary leave year.
- (xviii) Employees are advised to seek independent financial advice about participating in this scheme. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xix) A review of the operation of this clause will occur by 30th June 2008. That review will be undertaken by the Department of Health and the Nurses' Association and will consider any recommendations to vary the scheme.

57. Reviews and Commitments During Term of This Award

- (i) Clinical Nurse Specialists, Clinical Nurse Educators, and Nurse Educators Classifications Review
 - (a) Within eight months of 14 June 2005, the Corporation will complete a review jointly with the Association of the definitions, role, work value and remuneration of the Award classifications of:
 - 1. Clinical Nurse Specialist;
 - 2. Clinical Nurse Educator; and
 - 3. Nurse Educator.

In undertaking this review of these three classifications, regard will need to be had to the definitions and role of Clinical Nurse Consultants.
 - (b) Within two months of the completion of the review, and in any event no later than 30 April 2006, the Corporation will negotiate in good faith any variations to the Award arising from the matters referred to at paragraph (a) concerning the three classifications at subparagraphs 1,2 and 3. Any such variations to the Award can proceed to the Commission only by way of consent application.
 - (c) This subclause (i) will be deleted from the Award on the Award's expiry date of 30 June 2008.
- (ii) Assistant In Nursing Undergraduate Classification Review
 - (a) The Corporation will, within 12 months of 14 June 2005, complete a review, jointly with the Nurses' Association, of whether there should be an additional category within the Assistant in Nursing classification for employees who are undertaking a bachelor degree leading to qualifications as a registered nurse, and if agreed by the parties, negotiate within one month of the completion of the review in good faith, and in any event no later than 31 July 2006, appropriate variations to the Award. Any such award variations can proceed to the Commission only by way of consent application.
 - (b) This sub-clause (ii) will be deleted from the Award on the Award's expiry date of 30 June 2008.
- (iii) Continuing Education Allowance Review

The Continuing Education Allowance provision detailed in clause 13 of this Award is reviewable by the Commission in 12 months from 2 November 2004 for the purpose of examining whether the provision has proved to be an appropriate one or requires amendment, including the amounts of the various allowances the Commission has determined.

(iv) Implementation of Funding for 10 Hour Night Duty Shifts

An extension of 10 hour night duty shifts to a further tranche of 60 public hospitals will occur on the terms set out in correspondence between the Corporation and the Association dated 10 May 2005 and 16 May 2005.

(v) Continued Cooperation

(a) The Association will continue to work cooperatively in responding to changes in work organisation and practices which may arise from evolving clinical skills and technology, new strategies for delivering health services, and the need to ensure the resources made available to the public health system are utilised efficiently and effectively, including continuing cooperation in the implementation of the most efficient and effective skill mix of registered nurses, enrolled nurses and trainee enrolled nurses. This cooperation is without prejudice to any claims the Association may make covering the period from 1 January 2005 with respect to increased productivity, work value or special case factors arising from the provisions described above.

(b) The Nurses' Association will continue to work co-operatively to reduce the reliance on agency nurses in the public health system.

58. Area, Incidence and Duration

(i) This Award rescinds and replaces the Public Hospital Nurses' (State) Interim Award published 29 November 2002 (337 I.G. 180) and all variations thereof.

(ii) It shall apply to persons engaged in the industry of nursing.

(iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or the Ambulance Service of New South Wales as defined in s.4 of the *Ambulance Services Act 1990*, or their successors, assignees or transmittes.

(iv) It shall take effect from 5 December 2005 and shall remain in force thereafter until 30th June 2008.

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

Classification	FFPP commencing on or after 01.01.05	FFPP commencing on or after 14.06.05	FFPP commencing on or after 01.07.05	FFPP commencing on or after 01.07.06	FFPP commencing on or after 01.07.07
Assistant in Nursing/Midwifery Under 18:					
1st year	480.00	480.00	494.40	514.20	534.80
2nd year	501.10	501.10	516.10	536.70	558.20
Thereafter	521.20	521.20	536.80	558.30	580.60
18 and Over:					
1st year	566.20	566.20	583.20	606.50	630.80
2nd year	584.20	584.20	601.70	625.80	650.80
3rd year	602.60	602.60	620.70	645.50	671.30
Thereafter	621.40	621.40	640.00	665.60	692.20

Trainee Enrolled Nurse					
Under 18:					
1st year	480.00	480.00	494.40	514.20	534.80
2nd year	501.10	501.10	516.10	536.70	558.20
Thereafter	521.20	521.20	536.80	558.30	580.60
18 and Over:					
1st year	566.20	566.20	583.20	606.50	630.80
2nd year	584.20	584.20	601.70	625.80	650.80
3rd year	602.60	602.60	620.70	645.50	671.30
Thereafter	621.40	621.40	640.00	665.60	692.20
Enrolled Nurse					
1st year	694.80	694.80	715.60	744.20	774.00
2nd year	710.10	710.10	731.40	760.70	791.10
3rd year	725.40	725.40	747.20	777.10	808.20
4th year	740.80	740.80	763.00	793.50	825.20
Thereafter	756.20	756.20	778.90	810.10	842.50
Enrolled Nurse - Special Grade	779.80	779.80	803.20	835.30	868.70
Enrolled Nurse - Medication Endorsement					
1st year		710.10	731.40	760.70	791.10
2nd year		725.40	747.20	777.10	808.20
3rd year		740.80	763.00	793.50	825.20
4th year		756.20	778.90	810.10	842.50
Thereafter		771.70	794.90	826.70	859.80
Note: refer to clause 9 of this Award regarding appointment to and incremental salary progression within this classification.					
Enrolled Nurse - Special Grade - Medication Endorsement Note: refer to clause 9 of this Award regarding appointment to this classification.		795.30	819.20	852.00	886.10
Registered Nurse/Midwife					
1st year	787.80	787.80	811.40	843.90	877.70
2nd year	830.80	830.80	855.70	889.90	925.50
3rd year	873.60	873.60	899.80	935.80	973.20
4th year	919.60	919.60	947.20	985.10	1024.50
5th year	965.10	965.10	994.10	1033.90	1075.30
6th year	1010.80	1010.80	1041.10	1082.70	1126.00
7th year	1062.70	1062.70	1094.60	1138.40	1183.90
8th year	1106.40	1106.40	1139.60	1185.20	1232.60
Clinical Nurse/Midwifery Specialist	1151.50	1151.50	1186.00	1233.40	1282.70

Clinical Nurse/Midwifery Consultant (appointed prior to 31/12/99)	1415.80	1415.80	1458.30	1516.60	1577.30
Clinical Nurse/Midwifery Consultant Grade 1					
1st year	1384.10	1384.10	1425.60	1482.60	1541.90
2nd year	1412.30	1412.30	1454.70	1512.90	1573.40
Grade 2					
1st year	1440.40	1440.40	1483.60	1542.90	1604.60
2nd year	1468.90	1468.90	1513.00	1573.50	1636.40
Grade 3					
1st year	1525.20	1525.20	1571.00	1633.80	1699.20
2nd year	1553.70	1553.70	1600.30	1664.30	1730.90
Nursing/Midwifery Unit Manager					
Level 1	1387.90	1387.90	1429.50	1486.70	1546.20
Level II	1453.80	1453.80	1497.40	1557.30	1619.60
Level III	1492.90	1492.90	1537.70	1599.20	1663.20
Clinical Nurse/Midwifery Educator	1151.50	1151.50	1186.00	1233.40	1282.70
Nurse/Midwifery Educator					
1st year	1277.40	1277.40	1315.70	1368.30	1423.00
2nd year	1313.40	1313.40	1352.80	1406.90	1463.20
3rd year	1345.60	1345.60	1386.00	1441.40	1499.10
4th year	1415.80	1415.80	1458.30	1516.60	1577.30
Mothercraft Nurse					
1st year	747.10	747.10	769.50	800.30	832.30
2nd year	770.90	770.90	794.00	825.80	858.80
3rd year	798.60	798.60	822.60	855.50	889.70
4th year	825.50	825.50	850.30	884.30	919.70
5th year	852.80	852.80	878.40	913.50	950.00
6th year	881.10	881.10	907.50	943.80	981.60
7th year	899.80	899.80	926.80	963.90	1002.50
8th year	919.80	919.80	947.40	985.30	1024.70
9th year	938.90	938.90	967.10	1005.80	1046.00
Mothercraft Nurses employed after 31/12/88 will be classified and paid as Enrolled Nurses.					
Residential Care Nurse					
1st year	678.00	678.00	698.30	726.20	755.20
2nd year	691.60	691.60	712.30	740.80	770.40
3rd year	705.10	705.10	726.30	755.40	785.60
4th year	721.30	721.30	742.90	772.60	803.50
Thereafter	734.50	734.50	756.50	786.80	818.30
Nurse undergoing pre-registration training otherwise than as a student	679.30	679.30	699.70	727.70	756.80

Nurse/Midwifery Practitioner						
1st year	1525.20	1525.20	1571.00	1633.80	1699.20	
2nd year	1553.70	1553.70	1600.30	1664.30	1730.90	
3rd year	1593.40	1593.40	1641.20	1706.80	1775.10	
4th year	1633.20	1633.20	1682.20	1749.50	1819.50	
Nurse/Midwifery Managers						
Grade 1						
1st year	1384.10	1384.10	1425.60	1482.60	1541.90	
2nd year	1412.30	1412.30	1454.70	1512.90	1573.40	
Grade 2						
1st year	1440.40	1440.40	1483.60	1542.90	1604.60	
2nd year	1468.90	1468.90	1513.00	1573.50	1636.40	
Grade 3						
1st year	1525.20	1525.20	1571.00	1633.80	1699.20	
2nd year	1553.70	1553.70	1600.30	1664.30	1730.90	
Grade 4						
1st year	1610.10	1610.10	1658.40	1724.70	1793.70	
2nd year	1638.30	1638.30	1687.40	1754.90	1825.10	
Grade 5						
1st year	1694.60	1694.60	1745.40	1815.20	1887.80	
2nd year	1723.20	1723.20	1774.90	1845.90	1919.70	
Grade 6						
1st year	1779.60	1779.60	1833.00	1906.30	1982.60	
2nd year	1808.00	1808.00	1862.20	1936.70	2014.20	
Grade 7						
1st year	1920.70	1920.70	1978.30	2057.40	2139.70	
2nd year	1949.20	1949.20	2007.70	2088.00	2171.50	
Grade 8						
1st year	2062.00	2062.00	2123.90	2208.90	2297.30	
2nd year	2090.20	2090.20	2152.90	2239.00	2328.60	
Grade 9						
1st year	2203.10	2203.10	2269.20	2360.00	2454.40	
2nd year	2231.60	2231.60	2298.50	2390.40	2486.00	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	FFPP commencing on or after 01.01.05	FFPP commencing on or after 14.06.05	FFPP commencing on or after 01.07.05	FFPP commencing on or after 01.07.06	FFPP commencing on or after 01.07.07
1.	10(i)(a)	General nurse in charge of hospital	\$22.52 per shift	\$22.52 per shift	\$23.19 per shift	\$24.12 per shift	\$25.09 per shift
2.	10(ii)(a)	On call allowance	\$2.46 per hour with a min. payment of \$19.68	\$2.46 per hour with a min. payment of \$19.68	\$2.53 per hour with a min. payment of \$20.24	\$2.63 per hour with a min. payment of \$21.04	\$2.74 per hour with a min. payment of \$21.92

3	10(ii)(b)	On call allowance on rostered day off	\$4.93 per hour with a min. payment of \$39.44	\$4.93 per hour with a min. payment of \$39.44	\$5.08 per hour with a min. payment of \$40.64	\$5.28 per hour with a min. payment of \$42.24	\$5.49 per hour with a minimum payment of \$43.92
4.	10(ii)(c)	On call during meal break	\$9.69 per break	\$9.69 per break	\$9.98 per break	\$10.38 per break	\$10.80 per break
5.	10(iii)(a)	Director of Nursing performing radiographic duties	\$27.48 per week	\$27.48 per week	\$28.30 per week	\$29.43 per week	\$30.61 per week
6.	10(iii)(c)	Employees performing radiographic duties in the absence of Director of Nursing	\$5.50 per day, maximum of \$27.48 per week	\$5.50 per day, maximum of \$27.48 per week	\$5.66 per day, maximum of \$28.30 per week	\$5.89 per day, maximum of \$29.43 per week	\$6.12 per day, maximum of \$30.61 per week
7.	10(iv)	Employee wearing lead apron	\$1.36 per hour	\$1.36 per hour	\$1.40 per hour	\$1.46 per hour	\$1.52 per hour
8.	10(v)	Registered Nurse in charge of ward	\$22.52 per shift	\$22.52 per shift	\$23.19 per shift	\$24.12 per shift	\$25.09 per shift
9.	10(vi)	Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds	\$33.78 per shift	\$33.78 per shift	\$34.79 per shift	\$36.18 per shift	\$37.64 per shift
10.	11(i) 11(ii)	Climatic Allowance Isolation Allowance	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week
11.	14(i)	Special rates for Tibooburra and Ivanhoe District Hospitals-Registered Nurse Enrolled, Trainee Enrolled, Assistant in Nursing	\$31.81 per week \$13.86 per week	\$31.81 per week \$13.86 per week	\$31.81 per week \$13.86 per week	\$31.81 per week \$13.86 per week	\$31.81 per week \$13.86 per week
11A	14(i)	Corrections Health Service Environment. Allowance	\$2049 per annum	\$2049 per annum	\$2110 per annum	\$2110 per annum* *to be reviewed upon State Wage Case 2006	\$2110 per annum *to be reviewed upon State Wage Case 2007

11B	14(i)	Corrections Health Service Productivity Allowance	\$48.70 per week	\$48.70 per week	\$50.16 per week	\$52.17 per week	\$54.26 per week
12.	17(iv)(b)	Excess Fares	\$5.20 per day	\$5.20 per day	\$5.20 per day	\$5.20 per day	\$5.20 per day
13.	19(ii)(a) (b)(c)	Uniform Allowance	(a) Uniform \$6.57 per week including \$1.55 per week for Shoes. Cardigan or jacket \$1.51 per week. b. Stockings \$2.60 per week (c) Socks \$0.51 per week	(a) Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week. b. Stockings \$2.86 per week (c) Socks \$0.56 per week	(a) Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week. b. Stockings \$2.86 per week (c) Socks \$0.56 per week	(a) Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week. b. Stockings \$2.86 per week (c) Socks \$0.56 per week	(a) Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week. b. Stockings \$2.86 per week (c) Socks \$0.56 per week
14.	19(iv)	Laundry Allowance	\$4.18 per week	\$4.59 per week	\$4.59 per week	\$4.59 per week	\$4.59 per week
15	37(iii) (a) (b)	Deduction for accommo. Separate bedroom Self contained flat	\$47.17 per week \$57.48 per week	\$47.17 per week \$57.48 per week	\$48.59 per week \$59.20 per week	\$50.53 per week \$61.57 per week	\$52.55 per week \$64.03 per week
16.	37(iv)	Deduction for meals	\$101.83 per week	\$101.83 per week	\$104.88 per week	\$109.08 per week	\$113.44 per week
17.	37(v) (b)	Charge for meals- Breakfast Other meals	\$3.44 per meal \$6.27 per meal	\$3.44 per meal \$6.27 per meal	\$3.54 per meal \$6.46 per meal	\$3.68 per meal \$6.72 per meal	\$3.83 per meal \$6.99 meal
18.	10(viii)	Enrolled nurse employed in the CSSD of a hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia	\$10.68 per week	\$10.68 per week	\$11.00 per week	\$11.44 per week	\$11.90 per week
19.	14(v)	Industry Allowance, Flight Nurses, Ambulance Service	\$10.90 per week	\$10.90 per week	\$11.23 per week	\$11.68 per week	\$12.15 per week

20	10A(iii)	Continuing Education Allowance - Post-graduate Certificate	\$15.45 per week	\$15.45 per week	\$15.91 per week	\$16.55 per week	\$17.21 per week
21	10A(iv)	Continuing Education Allowance - Post-graduate diploma or degree	\$25.75 per week	\$25.75 per week	\$26.52 per week	\$27.58 per week	\$28.68 per week
22	10A(v)	Continuing Education Allowance - Masters degree or doctorate	\$30.90 per week	\$30.90 per week	\$31.83 per week	\$33.10 per week	\$34.42 per week
23	10A(vii)	Continuing Education Allowance Enrolled Nurse Certificate 4	\$10.30 per week	\$10.30 per week	\$10.61 per week	\$11.03 per week	\$11.47 per week

SCHEDULE 1

NURSE MANAGERS

A registered nurse who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);

- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in an area health service where the largest hospital in the area is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in an Area Health Service where the largest hospital in the area has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

Grade 9

- (a) is the Area Director of Nursing Services in a rural Area Health Service;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and managerial issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisation change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately.	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.

Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.
Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.
Grade 7		Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	

Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.
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Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

R. P. BOLAND *J.*

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(722)

SERIAL C4297

HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees..

(No. IRC 6404 of 2005)

Before The Honourable Justice Boland

16 December 2005

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
21.	Accommodation and Amenities
16.	Annual Leave
27.	Anti-Discrimination
49.	Area, Incidence and Duration
1.	Arrangement
7.	Board and Lodging
31.	Blood Count
36.	Child Care
5.	Climatic and Isolation Allowance
2.	Definitions
26.	Dispute Resolution
13.	Excess Fares and Travelling Time
40.	Exemptions
3.	Hours
48.	Induction and Orientation
32.	Infectious Cleaning
22.	Inspection of Lockers of Employees
33.	Labour Flexibility
17.	Long Service Leave
41.	Maternity, Adoption and Parental Leave
14.	Meals
25.	New Classifications
47.	No Extra Claims
30.	Notice Board
10.	On Call
9.	Overtime
19.	Payment and Particulars of Salary
11.	Penalty Rates for Shift Work & Weekend Work
6.	Permanent Part-Time and Part-Time Employees
28.	Personal/Carer's Leave, Family and Community Services Leave
24.	Promotions and Appointments
15.	Public Holidays
46.	Reasonable Hours
8.	Relieving Other Members of Staff and Mixed Functions
39.	Removal Expenses

4. Roster of Hours
45. Salary Packaging
44. Salary Sacrifice to Superannuation
18. Sick Leave
12. Special Working Conditions
42. Study Leave
38. Telephone Allowance
34. Teleworking
20. Termination of Employment
43. Trade Union Leave
29. Union Representative
37. Union Subscriptions
23. Uniforms and Protective Clothing
35. Workforce Review

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

PART A

2. Definitions

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

"Act" means the *Industrial Relations Act* 1996 and its Regulations and any Act and Regulations replacing them.

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

$$\text{ADA} = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily Average} = \frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

$$\text{Non inpatient} = \frac{\text{Total NIOOS Equivalents for the Period}}{\text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

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

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

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

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

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

"On Call" means a period an employee is required to make himself/herself available outside of a normal rostered shift.

"Public Health Organisation" means an organization defined under chapter 2 (7) of the *Health Services Act 1997*.

A Public Health Organisation is:

- (a) an area health service, or
- (b) a statutory health corporation, or
- (c) an affiliated health organization in respect of its recognised establishments and recognised services.

"Shift Worker" means a worker who is not a day worker as defined.

"Union" means the Health Services Union.

3. Hours

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The ordinary hours of work for day workers and apprentices exclusive of meal times, shall be an average of 38 hours per week in each roster cycle to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Provided that apprentices may commence work on such days before 6.00 a.m. as their trade requires.

Provided that the ordinary hours may be altered by mutual agreement between an employer, the Union and the majority of employees in the Department concerned. The Union's approval will not be unreasonably withheld. When such agreement is reached the ordinary hours thus agreed will not attract any penalty or overtime payment under this Award in addition to the ordinary rate of pay for salary or wages. Entitlements to allowances, including allowances set out under Part B, Monetary Rates, will not be affected.

No apprentice or Adult Apprentice shall be required to perform work which would prevent the apprentice from attending classes as required by the term of his or her apprenticeship.

- (iii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iv) Notwithstanding the provisions of sub-clauses (i) and (ii) of this clause, the ordinary hours of work for Radiographers and Trainee Radiographers, exclusive of meal times, shall be an average of 35 hours per week in each roster cycle.
- (v) Each day worker shall be free from duty for not less than two full days in each week and at least one allocated day off in each four week period and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight and at least one allocated day off in each four week period. Where practicable such days off duty shall be consecutive. Provided that where there is agreement between the employer and an employee this provision may be altered so that the employee has an average of two full days per week and at least one allocated day off in each four week period free from duty in each roster cycle.

NOTATION: The Corporation has agreed to advise hospitals that by administrative action such days off duty shall not be preceded by an afternoon or night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1 pm and before 4 pm.

- (vi) In each roster cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle. This principle is to be followed when formulating alternate roster cycles, examples of which are as follows:
- (a) In each roster cycle of 21 days each employee shall work his or her ordinary hours of work on not more than 14 days in the cycle; or
 - (b) In each roster cycle of 14 days each employee shall work his or her ordinary hours of work on not more than nine days in the cycle.
- (vii) The employee's allocated day off duty shall be determined by mutual agreement between the employee and the hospital having regard to the needs of the hospital or sections thereof. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by sub-clause (v) of this clause.
- (viii) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing or there is mutual agreement. Where such circumstances exist and the allocated day off is changed, another day shall be substituted in the current cycle. Should this not be practicable and agreement is not reached in accordance with sub-clause (ix) below, the day must be given and taken in the next cycle immediately following.
- (ix) Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by sub-clause (v) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be five. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- (x) Where an employee's allocated day off duty falls due during a period of workers' compensation, the employee, on returning to full-time duty, shall be given the next allocated day off in sequence.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 15, Public Holidays, the next working day or another mutually agreed working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at ordinary rates of pay. This provision shall not apply to such positions being worked as broken shifts on 5th September 1963.
- (xiii) A period of twenty minutes shall be allowed to employees for morning or afternoon tea and such period shall be included in the ordinary hours of work. Employees who are engaged for less than a whole shift on any one day shall be entitled to one tea break of ten minutes.
- Approval may be given by the employer in special and exceptional circumstances when it is not possible for an employee to have a 20-minute break to take two ten-minute breaks at a time convenient to the employee's circumstances.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts.
- (xv) Any time occupied by an apprentice or adult apprentice during working hours, in attendance at a technical college or carrying out a correspondence course, as required by the terms of an apprenticeship as established under Division 3 of Part 2 of the Apprenticeship and Traineeship Act 2001 (including time actually spent in travelling to and from a technical college) shall: -
- (a) be counted as and included as part of his/her term apprenticeship; and
 - (b) shall be deemed to be time worked for the purpose of calculating wages to be paid to him/her under this Award.

4. Roster of Hours

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Unless not reasonably practicable, the roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

Provided that this provision shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the service of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency, but where any such alteration involves an employee working on a day which would have been his or her day off such time worked shall be paid for at overtime rates. Furthermore, where a change in roster occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (iii) Rosters providing for shift work shall not be introduced into any hospital or section thereof until such time as the proposals are discussed with the Union by the Health Service.
- (iv) Extension of rosters beyond 28 calendar days may be introduced subject to such proposals being agreed between the Union and the Health Service. Neither party shall unreasonably withhold its approval.
- (v) Where an employee is entitled to an allocated day off duty in accordance with clause 3 Hours, that allocated day off duty is to be shown on the roster of hours for each employee.

5. Climatic and Isolation Allowance

- (i) Subject to sub-clause (iii) of this clause, persons employed in hospitals in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the Health Service and the Union in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows:- viz; commencing at Tocumwal and thence to the following towns in the order stated - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Subject to sub-clause (iii) of this clause, persons employed in hospitals in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as agreed between the Health Service and the Union in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows:- viz; commencing at a point on the right bank of the Murray River opposite Swan Hill (Vic.) and thence to the following towns, in the order stated - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) Sub-clauses (i) and(ii) shall not have effect until an agreement is made between the Union and the Health Service. Until that time the allowances paid shall be as set out in Items 1 and 2 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (vi) A part-time employee shall be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bear to 38 ordinary hours.

6. Permanent Part-Time and Part-Time Employees

Part 1 - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by a hospital to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification (Radiographers and Trainee Radiographers will be calculated on the basis of one thirty fifth).
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two or more than 32 hours in any full week of seven days, such week to be coincidental with the pay period of each hospital. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this sub-clause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 - Part-Time Employees -

- (i) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than 30 hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof (in the case of Radiographers the calculation would be one thirty-fifth of the appropriate rate plus 15 per centum thereof).
- (ii) In an emergency part-time employees may be allowed to work more than 30 hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (i) of this part.
- (iii) With respect to employees employed as part-time workers the provisions of subclauses (vi) to (xi) of Clause 3, Hours, shall not apply.
- (iv) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (v) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (vi) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, except where provided in sub-clauses (iv) and (v) of this part, shall not apply.

- (vii) Temporary employees called to work on an ad hoc basis in base grade positions shall at the completion of 12 months' continuous service, be given priority one for appointment to permanent part-time or permanent full-time positions with the employing Health Service. For the purpose of this subclause continuous service shall be where an employee has worked a minimum of one shift per week.

7. Board and Lodging

- (i) Deductions from the salary rates prescribed in the awards to which these conditions apply shall be made for board and lodgings provided such deductions are to be as agreed between the Health Service and the Union.
- (ii) Sub-clause (i) shall not have effect until agreement is made between the Union and the Health Service. In the intervening period deductions from the rates prescribed in the awards to which these conditions apply are authorised as follows where board and/or lodgings are supplied:
- (a) For board - as set out in Item 3 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for breakfast and for each other meal; provided that the maximum sum that may be deducted in any one week in the case of an employee entitled to full board shall be as set out in the said Item 3.
- (b) For lodging - as set out in Item 4 of the said Table 1 where the employee is provided with a separate bedroom and as set in the said Item 4 where the employee is required to share a bedroom.
- (iii) No deduction shall be made from the wages of an employee for board or lodging when the employee is absent from the hospital on annual, sick or long service leave.

8. Relieving Other Members of Staff and Mixed Functions

- (i) An employee, when called upon by the employer to perform work of a classification paid on a higher scale, shall be paid for the time so spent the rate prescribed for the classification of the employee so relieved on the following basis:
- (a) Where the time so spent is more than two hours on any day or shift such employee shall be paid the higher rate for such day or shift.
- (b) If for two hours or less during one day, such employee shall be paid the higher rate for the time so worked, provided that if an employee is required to act as leading hand at the commencement of a day or shift, he/she shall be paid the appropriate allowance for the whole of such day or shift.
- (ii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38-hour week.
- (iii) Sub-clause (i) of this clause shall not apply where the position being relieved is covered by the Health Managers (State) Award. In such cases payment should be made on the following basis:

If an employee is directed to relieve for a period of one week or more, on any one occasion, an employee who is in a higher manager level, the employer must pay the relieving employee, for the period of relief, not less than the minimum of the salary band for the senior employee's level, provided that:

- (a) If, in the employer's opinion, the relieving employee merits a higher salary, the employer may pay the relieving employee more than the minimum of the salary band for the senior employee's level; or
- (b) If the relieving employee's normal salary is equal to or more than the minimum of the salary band for the senior employee's level, the employer must pay the relieving employee a rate which is not less than the midpoint between the relieving employee's normal salary and the senior employee's normal salary.

- (c) Where the relieving person is in the same salary band, he/she shall be paid not less than the midpoint between the salary of the relieving officer and the salary of the person relieved.
- (d) Where the relieving manager performs less than the full range of duties of the senior manager, the relieving person shall receive an increase in salary, that increase to be negotiated between the employee and employer.

9. Overtime

- (i) The provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) Employees are expected to work reasonable overtime.
- (iii) All time worked by employees outside the ordinary hours in accordance with clause 3, Hours, and clause 4, Roster of Hours, shall be paid at the rate of time and one half up to 2 hours each day and thereafter at the rate of double time; provided, however, that all overtime worked on Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (iv) Employees recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he/she was recalled to perform is completed within a shorter period.
- (v) An employee recalled to work overtime as prescribed by subclause (ii), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

Provided further that where an employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to the Transport Allowance specified by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996 as varied from time to time.

- (vi) When overtime work is necessary it shall wherever reasonably practical be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- (vii) An employee who works so much overtime:
 - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift.

Shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her employer such an employee resumes or continues to work without having had such eight consecutive hours off duty he/she shall be paid double time until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (viii) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

- (ix) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport home are not available, he/she shall be paid at ordinary time for the time reasonably spent travelling from the hospital to the employee's home with a maximum payment of one hour.

This subclause shall not apply in the case of call-back or where the employee has his/her own vehicle available for conveyance home.

- (x) Employees, other than those employees not entitled to overtime as outlined in sub-clause (i) of this clause, who work approved overtime outside normal rostered ordinary hours may be compensated by way of time off in lieu of overtime subject to the following provisos:
- (a) Time off in lieu must be taken, within three months of it being accrued, at ordinary rates.
 - (b) Where it is not possible for an employee to take the time off in lieu within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) The accrual and taking of time in lieu of overtime will be conditional on mutual agreement of the employee and the respective manager.
 - (d) Records of all time off in lieu owing to and taken by employees must be maintained by the employer.
 - (e) The parties recognise that the option of time off in lieu of overtime will not be possible in all settings and circumstances. Where it is not possible, overtime payment provisions will apply.
 - (f) The parties agree to work together to establish strategies, policies and procedures to maximise the use of time in lieu and opportunity for time in lieu to be taken within the specified three-month period.

10. On Call

- (i) The payment of an allowance under the provisions of this clause shall not apply to persons employed as Health Manager Level 5 and above.
- (ii) The Health Service shall advise all employees and the Union of any proposal to introduce an on call roster, including the proposed details of the roster.
- (iii) An employee required by his or her employer to be on call, otherwise than as provided in subclause (iv) of this clause, shall be paid the allowance set out in Item 5 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) An employee required to be on call on rostered days off shall be paid the allowance set out in Item 6 of the said Table 1 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (v) On-call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on-call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (vi) Wherever possible the Health Service shall supply a mobile telephone and or pager to an employee rostered on call.
- (vii) Where provided with a mobile telephone or pager a rostered employee must remain near the mobile telephone, which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.

- (viii) An employee rostered on call must contact the hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (ix) The employee must be able to respond appropriately within a reasonable time frame as determined by the Health Service/Hospital.
- (x) Where appropriate an employee rostered on call may be provided with a Health Service motor vehicle.
- (xi) The Health Service shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.

11. Penalty Rates for Shift Work and Week-end Work

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.
- (ii) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided however, the laundry staff working afternoon or night shift, shall be paid 20 per cent in addition to the rates prescribed for employees of the corresponding classifications working day shift; provided that part-time and permanent part-time employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m. - 10 per cent

Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m. - 12.5 per cent

Night shift commencing at 4.00 p.m. and before 4.00 a.m. - 15 per cent

Night shift commencing at 4.00 a.m. and before 6.00 a.m. - 10 per cent

- (iii) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.

"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding sub-clause (ii), of this clause.

The foregoing paragraph shall apply to part time workers but such workers shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in subclause (ii) of Part 2 of clause 6, Permanent Part-time and Part-time Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) Employees working a broken shift shall be paid an additional amount as set out in item 7 of Table 1- Other Rates and Allowances, of Part B, Monetary Rates, for each broken shift and the period of time between the commencement and termination of such shift shall not exceed 12 hours.

12. Special Working Conditions

- (i) The provisions of this clause shall not apply to persons employed under the Health Managers (State) Award.

- (ii) An employee other than a post-mortem assistant:
 - (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in Item 8 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, for each post-mortem.
 - (b) When employees, including post-mortem assistants, are required to attend police post-mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in Item 9 of the said Table 1, or the normal overtime provisions of this award, whichever is the greater.
 - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in Item 10 of Table 1.
 - (d) Employees shall be paid an allowance as set out in Item 11 of Table 1 in respect of each police post-mortem examination performed on a partly decomposed or vermin- infested body.
- (iii) Employees shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iv) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in Item 13 of Table 1.
- (v)
 - (a) Employees shall receive an additional duties allowance per week as set out in Item 14 of Table 1 for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
 - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.
 - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in Item 16 of Table 1.
- (vi) An employee required to wear a lead apron shall be paid an allowance as set out in Item 17 of Table 1 for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees engaged under the Health Employees' Technical (State) Award.
- (vii) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in Item 18 of Table 1. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5, under the Health Employees' Administrative Staff (State) Award.
- (viii) Employees engaged under the Health Employees' (State) Award and the Health Employees Engineers' (State) Award shall be paid the amounts prescribed from time to time under clause 10, Special Rates, of the Public Hospital Employees' Skilled Trades (State) Award published 12 November 1980 (219 IG 1861), as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
 - (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in Item 19 of Table 1 per hour extra. Where the

work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.

- (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in Item 20 of Table 1 per hour extra.
- (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in Item 21 of Table 1 per hour above the rate prescribed by this award.
- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Scaffolding and Lifts Acts, 1912*.
- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in Item 23 of Table 1 per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in the said Item 23 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
- (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated ork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in Item 24 of Table 1 whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory wearing of protective equipment, such employees shall be paid as set out in Item 25 of Table 1 per hour whilst so engaged.
- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in Item 26 of Table 1 per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in the said Item 26 per hour extra.
- (h) Wet Places -
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in Item 27 of Table 1 per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

- (2) Where an employee is required to work in the rain he/she shall be paid as set out in Item 27 per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in Item 28 of Table 1 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in Item 29 of Table 1 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in Item 30 of Table 1 per hour.
- (l) Swinging Scaffolds -
- (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in Item 31 of Table 1 for the first four hours whilst so engaged thence as set out in the said Item 31 per hour thereafter.
- (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations shall be paid as set out in Item 32 of Table 1 per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in Item 33 of Table 1 per hour extra with a minimum payment as set out in the said Item 32 per day.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in Item 34 of Table 1 per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in Item 35 of Table 1 per hour whilst so employed.
- (q) Toxic and Noxious Substances -
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in Item 36 of Table 1 per hour extra.
- (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in Item 37 of Table 1 per hour extra for any time worked when the air conditioning plant is not operating.
- (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Corporation.
- (4) Employees working in close proximity to employees so engaged shall be paid as set out in Item 38 of Table 1 per hour extra.

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

(r) Employees working in areas accommodating psychiatric patients shall be paid as set out in Item 39 of Table 1 per hour whilst so engaged.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

(s) Geriatric Allowance - Employees working or required to work in the following hospitals: Allandale and Garrawarra, shall be paid an allowance as set out in Item 40 of Table 1 per hour and those working or required to work at Lidcombe Hospital shall be paid as set out in Item 40 per hour in addition to all other rates payable under this award.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

The above allowance shall not apply to persons employed under the terms of the Health Employees (State) Award unless such employees are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

Provided further that the above disability allowance shall apply to positions under the Health Employees' Engineers (State) Award where the allowance applied to such positions prior to 1 July, 1989.

(t) Mental Institution Allowance - An allowance as set out in Item 41 of Table 1 per hour in addition to all other rates payable under this award shall be paid to those persons employed in psychiatric hospitals (formerly 5th Schedule hospitals) where the above allowance applied to the position prior to 1 July, 1989.

(u) Animal House - An employee other than an animal technician or an animal attendant required to work in an animal house shall be paid as set out in Item 42 of Table 1 per hour whilst so engaged.

(v) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

(w) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

(ix) Apprentices shall be paid each week a tool allowance as set out in item 43 of Table 1.

(a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.

(b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.

(x) Apprentices and Adult Apprentices attending College for training shall be entitled to fares to and from home to college.

- (xi) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.

13. Excess Fares and Travelling

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

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
- (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996.
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given.
- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Health Service, which will discuss the matter with the Union and will determine the date upon which notice will be given the employee(s).

- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
 - (b) If a reliever incurs fares in excess of \$5.00* per day in travelling to and from the relief site, the excess shall be reimbursed.

* Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by clause 50 of the Public Sector Employment and Management (General) Regulation, 1996, less \$5.00.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternate place of work, at the direction of the employer.
- (vi) Travel, to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

14. Meals

- (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (ii) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (iv) The meals referred to in sub-clauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time by the relevant Regulation made under the *Public Sector Employment and Management Act, 2002*.
- (v) Where an employee is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 4, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause and subclauses (xii) and (xiii) of clause 3, Hours, shall apply.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break. By agreement between an employer and the majority of employees in the Department, an employee or employees may be required to work in excess of four (4) hours but not more than five (5) hours at ordinary rates of pay without a meal break.

15. Public Holidays

- (i)
 - (a) Public holidays shall be allowed to employees on full pay. Except as otherwise provided in this subclause, where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid at time and a half extra for

the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the employee so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where an employee is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day.
 - (c) Employees, excluding those employees employed under the Health Managers (State) Award, rostered off duty on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects,
 - (2) have one day added to his/her period of annual leave.
 - (d) the election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) in addition to those public holidays specified in paragraph (b) of sub-clause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday is to be determined by the employer to be taken in the Christmas New Year period or other suitable period as agreed between the Health Service and the Union and shall be regarded for all purposes of this clause as any other public holiday
- (iii)
- (a) The provisions of subclauses (i) and (ii) of this clause shall apply to permanent part-time employees, engaged as set out in Part 1 of clause 6, Permanent Part-time and Part-time Employees, and those part-time employees engaged as set out in Part 2 of the said clause 6, who work 30 hours per week over five days per week provided that if such an employee is required to and does work on a public holiday as defined in subclauses (i) and (ii) of this clause, the employee shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid in addition the allowance of 15 per cent prescribed in Part 2 of clause 6 in respect of such work.
 - (b) Subclauses (i) and (ii) of this clause shall not apply to other part-time employees engaged under Part 2 of clause 6, but each such employee who is required to and does work on a public holiday as defined in the said subclauses (i) and (ii) shall be paid at the rate of double time and one-half, but such worker shall not be entitled to be paid, in addition, the allowance of 15 per cent prescribed in Part 2 of clause 6, in respect of such work.

16. Annual Leave

- (i) Entitlement to Annual Leave
 - (a) All employees: See *Annual Holidays Act, 1944*.

- (b) This paragraph and its subparagraphs shall apply to full-time employees and permanent part-time employees except for those employees employed under the Health Managers (State) Award.
- (1) Employees who are rostered to work and do work on 35 or more ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive one week additional annual leave.
 - (2) Employees who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional annual leave calculated on the basis of 38 hours of additional annual leave for 35 such shifts worked.
 - (3) Employees who work less than 38 hours per week and who are rostered to work and do work less than 35 ordinary hours shifts occurring on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes, shall be entitled to receive a proportion of one week additional leave calculated on the basis of the number of ordinary weekly hours of additional annual leave for 35 such shifts worked.
 - (4) The calculations referred to in subparagraph (3) above shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (5) Provided that an employee, entitled to additional annual leave pursuant to subparagraphs (1), (2) and (3) above, may elect to be paid an amount equivalent to the value of his or her additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of the year of employment.
- (ii) On termination of employment, employees shall be entitled to payment for any untaken annual leave entitlements pursuant to subclause (i) of this clause and subclause (i) of Clause 15, Public Holidays, together with payment for any untaken leave in respect of an uncompleted year of employment, calculated in accordance with paragraphs (a) and (b) of subclause (i) of this clause.
- (iii) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties
- (a) Employees who become entitled to take and do take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*) shall be paid ordinary salary plus either:
 - (1) an annual leave loading in respect of that entitlement equivalent to 17 ½ % of four weeks ordinary salary, not exceeding \$ (amount equivalent to 17½ of four weeks ordinary salary for maximum Clerk Grade 12 Public Servant as varied from time to time), or;
 - (2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
 - (b) In respect of an employee who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the *Annual Holidays Act 1944*), and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subparagraph (1) of paragraph

- (a) of this subclause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the broken period of annual leave, not exceeding that maximum amount calculated for the same broken period, is to be paid to the employee in addition to ordinary salary for the period.
- (c) In respect of a shiftworker, who becomes entitled to take annual leave pursuant to paragraph (a) of subclause (i) of this clause (that is, the annual leave entitlement of four weeks per annum pursuant to the Annual Holidays Act 1944), and who takes that annual leave in broken periods, the entitlement to annual leave loading and maximum amount are to be calculated in the same way as indicated in paragraph (b) of this subclause for the period of annual leave being taken and compared with the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the employee in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in paragraphs (a), (b), and (c) of this subclause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except as provided for in paragraph (f) below), and excludes allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to an employee who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken that the loading would have applied to had the annual leave not been taken wholly or partly in advance. Shiftworkers already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid loading under this paragraph.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to an employee who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement), except as provided for in paragraph (i) below.
- (h) Upon the retirement of an employee or upon the termination by the employer of an employee for any reason other than misconduct, the employee shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) Where an employee transfers from one hospital to another and commences work at the latter hospital on the next working day following his/her resignation from the former hospital, and, his/her present and proposed employers have agreed that the employee is allowed to retain his/her credit to annual leave in lieu of the payment of its monetary value, the employee shall be eligible for annual leave loading for that year on that annual leave that the loading applies to as if he had not resigned from the former hospital.
- (j) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays and/or Public Holidays pursuant to paragraph (b) of subclause (i) of this clause; No annual leave loading is payable. Shiftworkers are to be paid, in addition to ordinary salary for such annual leave period/s, the ordinary time shift allowances and weekend penalties the employee would have earned had he/she not taken the annual leave (provided that

shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

- (k) In respect of that annual leave elected to be accrued pursuant to the provisions of Clause 15, Public Holidays, no annual leave loading or shift allowances and weekend penalties are payable.
- (v) Students and trainees who are employed for the purpose of completing a training course leading to a qualification which would allow the employee to be employed in a trained capacity, but who are then not employed by the hospital at the completion of the training period in the trained capacity, and medical officers who are not given the opportunity to renew their contract of employment at the end of the training period or at the end of the annual appointment, are deemed to have had their services terminated by the hospital for a reason other than misconduct (unless transferring pursuant to paragraph (i) of subclause (iv) of this clause) for the purposes of annual leave loading. In such circumstances the trainee, student or medical officer is entitled to the payment of the annual leave loading in the same way as for other employees and in accordance with subclauses (i)(a), (ii), (iii) and (iv) of this clause, excepting that annual leave loading is not payable to trainees who are paid by way of allowance and not by salary or wages.

17. Long Service Leave

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

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.
 - (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years and less than 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.
- (ii) For the purposes of subclause (i) of this clause:
 - (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.
 - (b) Broken periods of service in one or more hospitals shall count as service.
 - (c) Service shall not include -
 - (1) any period of leave without pay, except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from), in which case service shall include any period of leave without pay, not exceeding six months, taken after the 1 January, 1973;

- (2) any period of part-time service, except as provided for in subclause (ix) of this clause.
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination: provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined per clause 6, Part 2, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955*, and/or HAC Determination.

- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours, provided the part-time service merges without break with the subsequent full-time service. A permanent part-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 35 hours for Radiographers and 38 hours for other employees, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at the 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 5, Climatic and Isolation Allowance, applies, prior to the 1 January 1973;
 - (2) Is employed in a hospital, to which the said clause 5 applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as a part-time employee at the 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to the 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to the 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (c) Provided that full and part-time employees who were employed in a public hospital as at 1 January 1973, and who had or were having service accrued at either time and one half or double time shall retain the option of having long service leave entitlements accrue under the old award provisions. This proviso shall apply regardless of any breaks in the continuity of service.

18. Sick Leave

- (i) Full-time employees - A full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work for each year of continuous service; provided however, that for Radiographers and trainee Radiographers such leave shall be allowed on the basis of 70 rostered ordinary hours for each year of continuous service less any sick leave on full pay already taken subject to the following conditions:
- (a) All periods of sickness shall be certified to by the Medical Superintendent or a person approved by the hospital or by a legally qualified Medical Practitioner approved by the hospital; provided however, that the employer may dispense with the requirements of a medical certificate where

the absence does not exceed two consecutive days or where in the employers' opinion the circumstances are such as not to warrant such requirements.

- (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (c) An employee shall not be entitled to sick leave until after three months' continuous service.
- (d) Service for the purpose of this clause, shall mean service in a public hospital and shall be deemed to have commenced on the date of engagement by a public hospital in respect of any period of employment with that hospital current at the date of the commencement of this award in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by a public hospital after the commencement of this award.
- (e) Employees who are employed by a hospital at the date of the commencement of this award shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
- (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) clause 17, Long Service Leave, excepting that all periods of service in any hospital (providing such service is not less than three months actual service) shall be counted.
- (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence.

Where practicable such notice shall be given within 24 hours of the commencement of such absence.

- (ii) A permanent part-time or part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlement shall be subject to all the above conditions applying to full-time employees.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation, and full pay. The employees' sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
- (iv) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave provided that the period of leave does not occur prior to retirement, resignation or termination of services.

19. Payment and Particulars of Salary

- (i) Wages shall be paid weekly or fortnightly only, except for persons employed under the Health Managers (State) Award, in which case salary may be paid monthly. Any changes to the current payment procedures are to be negotiated with the Union. Provided that for the purpose of adjustments of wages related to alterations in the basic wage, from time to time effective, the pay period shall be deemed to be weekly. On each payday the pay shall be made up to a day not more than three days prior to the day of payment.

- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the Health Service due to the isolation of the employing hospital. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the hospitals making their deposits with such financial institutions but in such cases hospitals shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay-day.
- (iii) Notwithstanding the provisions of subclause (ii), of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 20, Termination of Employment, of this award, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment.

Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 20, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose for which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages and shall be contained in a separate pay envelope. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Employees proceeding on Long Service Leave and Annual Leave shall on request be paid in advance prior to commencing such leave. However, where an employee wishes to receive their pay on their usual pay day, this shall be done.

20. Termination of Employment

Employees who are employed under the Health Managers (State) Award shall be required to give one month's written notice of termination of employment. Where termination of such employees is to be notified by the employer, otherwise than for misconduct, the employee shall be given one month's notice, in writing, or one month's pay in lieu thereof.

For other employees, one week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal, such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice, such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice he/she shall be paid one week's salary in lieu thereof.

21. Accommodation and Amenities

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1 January 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and, where practicable, such facilities shall be provided in hospitals erected prior to that date.

(iii) The following outlines the minimum standards which should be achieved in all hospitals:

Sanitary Conveniences -

- (a) Reasonable toilet facilities for each sex.
- (b) Separate and distinct conveniences for each sex, together with screened approaches to ensure privacy. These facilities should be located conveniently to work places, they should be adequately lighted and ventilated and have floors, walls and ceilings finished with a smooth faced surface resistant to moisture.

Washing and Bathing Facilities -

- (a) Reasonable washing provision by way of basins of suitable impervious material with hot and cold water taps supplied.
- (b) Reasonable number of showers with hot and cold water.

Washing and bathing facilities must be adequately lighted and ventilated and floors, walls and ceilings finished with a smooth- faced surface resistant to moisture.

These facilities should be incorporated in or communicated direct with the change room and should not be contained within any closet block.

Change rooms and Lockers -

- (a) Properly constructed and ventilated change rooms equipped with a locker for each employee.
- (b) Sufficient seating should be provided.

Dining Room -

- (a) Well constructed, ventilated and adequately lighted dining room(s).
- (b) Chairs or other seating with back rests.
- (c) Sufficient tables and chairs must be provided for all persons who will use the dining room at any one time.
- (d) Facilities for boiling water, warming and refrigerating food and for washing and storing of dining utensils should be provided.

Rest Room - A well constructed and adequately lighted and ventilated rest room or screened off portion of the change room for women. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

(iv) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital, the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

22. Inspection of Lockers of Employees

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer of the hospital appointed by the Chief Executive Officer and if practicable an Union Sub-Branch Officer, otherwise by any two officers of the hospital so appointed.

23. Uniforms and Protective Clothing

- (i)
 - (a) Subject to paragraph (c) of this sub-clause, sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each employee required to wear them; provided that any employee to whom a new uniform or part of a uniform has been supplied by the hospital, who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefor at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
 - (b) An employee on leaving the service of the hospital shall return any uniform or part thereof supplied by the hospital which is still in use by that employee immediately prior to leaving.
 - (c) In lieu of supplying a uniform to an employee, the hospital may pay to such employee the sum set out in Item 45 of Table 1-Other Rates and Allowances, of Part B, Monetary Rates: provided, however, that if a uniform includes a cardigan or special type shoe, an additional amount set out in the said Item 45 shall be paid to such employee.
 - (d) If the uniform of an employee is not laundered at the expense of the hospital, an allowance set out in Item 46 of Table 1 shall be paid to such employee.
 - (e) The allowances referred to in (c) and (d) above are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.
- (ii) Each employee whose duties require him/her to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (iii) Each employee whose duties require him/her to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

24. Promotions and Appointments

- (i) Promotion and/or appointment shall be by merit.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment the Union may refer the matter to a disputes committee established under clause 26, Dispute Resolution.
- (iii) Appointments and promotions shall be by merit, with the use of eligibility lists in appropriate cases.
- (iv) Eligibility lists are intended to be used in the following manner:
 - (a) Health Service/Hospitals may create eligibility lists for all base grade vacant positions.
 - (b) Lists to operate for six months.
 - (c) There should be three lists for Health Service/hospitals
 - (1) List of persons willing to perform temporary relief work at short notice;
 - (2) List for part-time positions;
 - (3) List for full-time positions;
 - (d) Eligibility lists should be created in accordance with normal selection criteria taking account of the following where appropriate:
 - (1) Priority of employment guidelines;

- (2) Merit;
 - (3) Placement or transfer of excess staff within the Health Service/hospitals.
- (v)
- (a) Requests for transfer from permanent part-time and part-time to full-time or full-time to permanent part-time within the same classification within the Health Service should be done on the basis of merit.
 - (b) Requests for transfers throughout the Health Service should be done on the basis of merit.

25. New Classifications

The Health Administration Corporation may create any new classification not covered by the awards to which these conditions apply at any time and may fix the remuneration thereof but in such circumstances the employer shall advise the Union of such decision within 28 days and give an opportunity to the representatives of the Union to confer with the representatives of the employer as to the rate of wages so fixed for the duties to be performed and the hours the employee is required to work.

26. Dispute Resolution

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Designated Manager of the hospital or service unit or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested a local representative or representatives of the Union.
- (ii) If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause (iii) of this clause.
- (iii) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Health Service and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1996* by one of the disputing parties.
- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (v) Unless agreed otherwise by the parties the status quo must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issue arose: or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

27. Anti-Discrimination

- (i) It is Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the *Industrial Relations Act 1996* to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

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

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

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

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

29. Union Representative

An employee appointed Union representative shall upon notification thereof in writing to the Chief Executive Officer, be recognised as the accredited representative of the Union and shall be allowed the necessary time during working hours, to interview the employer on matters affecting employees.

30. Notice Board

The hospital shall permit a lockable notice board of reasonable dimensions to be erected in a prominent position upon which the Union representative shall be permitted to post Union notices.

31. Blood Count

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographer in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may on request to the hospital have a blood count carried out.

Employees required to work in areas where they are subject to a higher than normal risk of infection shall be given appropriate check-ups upon making application therefore to the hospital.

32. Infectious Cleaning

An allowance as set in Item 47 of Table 1 - Other Rates and Allowances, of Part B, Monetary Rates, per shift or part thereof, is to be paid to employees who elect to and, in fact, perform cleaning duties in infectious areas where barrier nursing is being carried out. The allowance will also be payable to employees, who, in any shift, assist in the lifting and/or transporting of infectious patients.

This allowance shall not apply to attendants at the Institute of Tropical Medicine.

Employees are to be given the option of working in the infectious area. In the event of employees declining to work in the infectious area, hospitals are to seek guidance from the Corporation.

The election referred to above is not to apply to employees working in the Marks Pavilion at Prince Henry Hospital.

Hospitals are to give written instructions on hygiene techniques and infection to employees who may be liable to work in infectious areas. Such instructions should be given to existing employees as soon as possible and to new employees at the point of engagement. In addition, supporting oral instructions should be given to relevant employees whenever a patient is admitted to hospital with a suspected or confirmed infectious condition and to those employees who work regularly in designated infectious areas such as the Marks Pavilion at Prince Henry Hospital.

The instructions given to employees should be in such a manner as to remove any fears that the employees may have, and to give them an understanding of the methods of the spread of disease.

The instructions should include the following subject matters:

- (a) Mode of transmission -
 - 1. Droplet Infection
 - 2. Faecal-oral route
 - 3. Blood
 - 4. Fomites
 - 5. Discharges - Secretions
 - 6. Urine
- (b) Disease not transmissible from person to person
- (c) Degree of communicability
- (d) Period of communicability
- (e) Personal hygiene
- (f) Protective clothing
- (g) Barrier nursing
- (h) Immunity - naturally acquired; - immunisation;

- (i) Cleaning methods which minimise spread of infection.

As it is essential that the instructions be beneficial to the employees, simple language should be used which can be easily understood by them.

33. Labour Flexibility

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

34. Teleworking

- (i) "Teleworking" is the performance of job related work at a site away from the normal work location.
- (ii) Subject to agreement between a Health Service and the Union, teleworking may be introduced.

35. Workforce Review

Any proposal to reorganise a Department or service that will significantly affect employees covered by the Union will be the subject of genuine consultation with the Union.

36. Child Care

1. The parties agree to work together to examine methods of addressing the child care needs of employees.

37. Union Subscriptions

The Corporation agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

38. Telephone Allowance

- (i) An employee required to answer emergency telephone calls on his/her private telephone outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.
- (ii) Provided that, where an employee is required to answer out of hours telephone calls on his/her private telephone on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

39. Removal Expenses

This Clause only applies to persons employed under the Health Managers (State) Award. Any person employed by a Health Service under the Health Managers (State) Award shall be entitled to a refund by that Health Service of the actual cost incurred by him/her in the transportation of himself/herself and his/her family and of the expenses reasonably incurred by him/her in conveying his/her furniture and effects from his/her last place of residence to the city or town in which is situated the Health Service to which he/she is appointed on the following conditions:

- (i) He/she shall, immediately prior to taking up the new appointment, have had 12 months' continuous service in another Health Service situated other than in the town or city in which is situated the Health Service to which he/she has been appointed.
- (ii) He/she shall not have received from any Health Service a refund under this clause within a period of two years prior to his/her taking up his/her appointment.
- (iii) He/she shall give an undertaking that he/she will refund to the Health Service any payments made to him/her by it under this clause should he/she leave its employment within 12 months of his/her becoming employed by it.

40. Exemptions

This award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in Schedule 3 of the Health Services Act, 1997.
- (b) Employees of Stewart House Preventorium.

41. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the

period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

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

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

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

(iv) Applications

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

(v) Variation after Commencement of Leave

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

(vi) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Return for Less than Full Time Hours

As per maternity leave conditions.

(ix) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to return to Previous Position

As per maternity leave conditions.

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 6, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
- (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

42. Study Time

- (i) Eligibility - Study time may be granted by a health service to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the Chief Executive Officer.

Employees proposing to embark upon a course of study for which the health service's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the Chief Executive Officer, or an officer designated by the Chief Executive Officer, and secure approval before making any final arrangements for enrolment or registering for the course.

The Chief Executive Officer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within the New South Wales health system, before giving the approval and committing the health service to support in the form of study time. The Chief Executive Officer should, too, ensure that such study time will not interfere with the maintenance of the health service's essential service, nor require the employment of additional staff.

The application form for study time can be obtained from the employee's health service.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (ii) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc. (see Circular 82/92).
- (iii) Extent of Entitlement - For face-to-face studies in courses conducted by universities, the NSW Institute of Technology, colleges of advanced education or technical colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat. This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to sub-clause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

Chief Executive Officers must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in sub-clause (vii) of this clause.

- (iv) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

Let us consider, as an illustration of the principles involved, the case of employees who attend four hours of face-to-face lectures, and also are required to attend a field day in that same week:

← 4 hours lectures ← 8 hours field day →

← 4 hours paid leave ← 7 hours (max) paid leave unpaid →

4 hours	5 hours	2 hours	1 hour
---------	---------	---------	--------

← max for week ← 5 hours (max) made up ← abandoned →

It will be seen that the employees have been granted time off, as paid study time to attend lectures. They then are required to attend a field day of eight hours' duration, and they are paid for seven hours, which is the maximum allowed for attendance at a field day. They have, therefore, done course work for 12 hours in that week and have been paid the maximum allowable aggregate of 11 hours. They are then required to make up the maximum of five hours' excess (in any one week), and the remainder (two hours) is abandoned; they are not required to make it up either in this week nor at any future time. As a general rule, time must be made up as soon as possible after the leave has been taken; it cannot be made up in advance, except in the week in which the excess time off is to be taken, but make-up may be deferred, if convenient to the health service, until a later day (e.g. during vacations). Time off is not permitted to be made up during meal breaks.

Adequate supervision of the make-up of time must be exercised, either through the personal attendance of a senior officer or by a check on output.

Despite the provisions of this section, all paid time off for course work in repeated subjects must be made up, however it may be; the five hours' limitation does not apply to repeated subjects. This time off should be made up as soon as possible, or at the Health Service's convenience.

- (v) Accumulation of Study Time - Study time may be accumulated to a maximum of five days per year (or two and a half days per semester) subject to the approval and convenience of the health service and a request by the employee.

It will be remembered that employees engaged in courses requiring compulsory attendance at a residential school are not eligible for weekly study time, but are allowed a maximum of five days per subject per year (or two and a half days per subject per semester) to attend those schools.

Employees, other than those covered in the second paragraph of this Section, who are entitled to less than two hours' study leave per week may elect to accumulate that time and taken it in half-day or one-day periods if they feel that this will be more beneficial to their studies.

Where students believe that their course requirements and/or personal circumstances are such that they would benefit more by accruing study time rather than taking it weekly, they may be granted a consolidated period not exceeding five days per year (or two and a half days per semester) in substitution for weekly study time, and may take this leave either prior to or during examinations.

Students who receive some paid study time weekly for lecture attendance and/or travelling time during working hours, and also have some additional entitlement (e.g. from attendance at out-of-hours lectures) may convert the additional entitlement to a five-days-per-annum grant if they so desire.

Approval to accrue five (or two and a half) days' study time as provided above should be sought at the beginning of each course year. However, a student who elects to accrue at the beginning, or vice versa, may opt to reverse that decision, as from 1 July, for the remainder of the year.

The Health Service, in giving approval for the accrual of study time, should ensure that the Health Service will not be inconvenienced, nor the maintenance of its essential operations jeopardised, by such arrangement, and that there will be no need to employ relief staff.

However, where approval is initially given, the Health Service is required to honour its undertaking for the agreed period even though circumstances may alter and the employee's absence then becomes inconvenient. If the Health Service declines an employee's request for approval of accumulation of study time it is obliged to grant such time on a weekly basis.

Employees undertaking a course who join the staff after the commencement of the course year (e.g. by transfer from another health service) may apply on 1 July of that year to accumulate their study time.

- (vi) External Studies - Health Service employees may enrol, subject to approval by their health service, as external students in courses of study leading to a first or further qualification other than a higher degree. These courses may be taken through a university or a college of advanced education.

Such a course does not usually require the student to attend lectures during the course year or semester, but usually does require compulsory attendance at a residential school at least once during each year or semester.

Study time is to be granted on the basis of five days per subject per year, or two and a half days per subject per semester, and it is to be made available to the employee to attend the school or schools held. This leave is in substitution for, and not additional to, leave which might otherwise be granted on a weekly basis.

Students attending residential schools do not receive any allowance for travelling accommodation or incidental costs.

- (vii) Part-Time Higher Degree Studies - The provisions for study time for employees undertaking higher degree studies are altogether different from the provisions already described except for courses which involve face-to-face instruction.

The following grants of study time represent the maximum grant available for higher degree studies, and the periods of leave may be taken as required by the employee subject to the convenience of the hospital:

- (a) Employees studying entirely by thesis may be granted a period of ten days' study time.
 - (b) For study entirely by research and thesis there is an entitlement of twenty days' leave; in these cases a further ten days' leave may be granted where the Health Service is satisfied that the nature and progress of the research warrants further study time.
 - (c) For study which involves course work followed by the preparation of a thesis necessitating further research, employees may be granted weekly study time for the course work, where appropriate, and may also be granted a further ten days' leave for the preparation of the thesis.
 - (d) Periods of ten days' and 20 days' study time must be taken as units - not as scattered or random days towards the total entitlement, and apply to the thesis, not per year.
- (viii) Examination Leave - Employees attending terminal examinations in approved tertiary courses may be granted pre-examination and examination leave on the following basis:-

Half-day examination leave for an examination in the morning - no pre-examination leave in this case except where the employee works an evening shift on the evening prior, when the equivalent of one-half days' leave may be granted.

In the case of half day examination leave in the afternoon the employee may be granted half day pre-examination leave in the same morning. Where examinations are held in the evening, employees may be granted half day pre-examination leave on the afternoon of the same day.

A terminal examination is one which occurs at the end of the subject and must be passed for the subject to be completed and the student to progress further; or one set during the course which forms an integral part of the major examination or final assessment in that subject and which the student must take in order to pass that subject in an academic year.

Where an examination is conducted within the normal class timetable during term and study time is granted to the employee for either private study or actual lecture attendance, no examination leave or pre-examination leave is to be granted.

Pre-examination leave is not to be granted where study time has been refused, except in respect of repeat studies in a course normally attracting that concession.

Employees undertaking courses either by correspondence or by face-to-face studies may be granted leave for examinations, including deferred examinations as well as repeat studies in respect of the above courses.

43. Trade Union Leave

- (i) Eligibility - Applies to members of the Union accredited by the Union as a delegate.
- (ii) Paid Special Leave - Paid special leave is available for attendance at:
 - (a) annual or bi-annual conferences of the delegate's union; and
 - (b) meetings of the union's executive/Committee of Management; or
 - (c) annual conference of the Labor Council of New South Wales; or
 - (d) bi-annual conference of the Australian Council of Trade Unions.
- (iii) Limits - There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.
- (iv) Responsibilities of the Union Delegate - Responsibilities of the union delegate are:
 - (a) to establish accreditation as a delegate with the union;
 - (b) to provide sufficient notice of absence to the employer; and
 - (c) to lodge a formal application for special leave.
- (v) Responsibilities of the Union - Responsibilities of the union are:
 - (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
 - (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
 - (c) to provide the employer with confirmation of attendance of the accredited delegate.
- (vi) Responsibilities of the Employer - Responsibilities of the employer are:
 - (a) to release the accredited delegate for the duration of the conference or meeting;

- (b) to grant special leave (with pay); and
 - (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.
- (vii) Period of Notice - Generally, dates of conferences or meetings are known well in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

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

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

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

- (ix) Payment of Allowances - No allowances will be claimable in cases of special leave granted for attendance at union conferences or executive meetings covered by this clause - see also sub-clause (v) of this clause.

44. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Part-B, as varied from time to time, of the Awards identified in "Clause 49-Area Incidence and Duration" of this award, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under Part-B of the relevant award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) per cent of the salary payable under Part-B or fifty (50) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable Award, Act, or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions.
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.

- (iv) Where an employee elects to salary sacrifice in terms of subclause (3) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (1) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations

- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (5) above, the employer will continue to base contributions to that fund on the salary payable under Part-B of the relevant award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

45. Salary Packaging

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

cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.

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

46. Reasonable Hours

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

47. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

48. Induction and Orientation

The Corporation agrees that Orientation/Induction shall be provided to all employees covered by this award. The Corporation further agrees that the Union shall have up to one half-hour made available for a presentation on the role of the Union in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the Union's presentation and associated literature will also be included.

49. Area, Incidence and Duration

- (i) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award published 6 November 1998 (307 I.G. 88) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein in the following so listed awards, employed in or in connection with the New South Wales Health Service as defined in section 16 of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health Employees' (State) Award

Health Employees' General Administrative Staff (State) Award

Health Employees' Administrative Staff (State) Award

Health Employees' Technical (State) Award

Health Employees' Engineers (State) Award

Health Employees' Pharmacists (State) Award

Health Employees' Medical Radiation Scientists (State) Award

Health Employees' Computer Staff (State) Award

Health Managers (State) Award

Health Employees' Interpreters (State) Award

Public Hospital Residential Services Assistant (State) Award

Royal Rehabilitation Service-Weemala Unit Residential Care Staff (State) Award

- (iii) This Award takes effect from 1 December 2005, and shall remain in force until 30 June 2008.

PART B**MONETARY RATES****Table 1 - Other Rates and Allowances**

Item No.	Clause No.	Description	Rate from 1.7.2005 \$	Rate from 1.7.2006 \$	Rate from 1.7.2007 \$
1	5 (iii)	Climate and Isolation	4.30	4.30	4.30
2	5 (iii)	Climate and Isolation	8.60	8.60	8.60
3	7 (ii)(a)	Board & Lodging - Breakfast - Other Meals - Maximum one week	2.90 5.40 87.60	3.00 5.60 91.10	3.10 5.80 94.70
4	7 (ii)(b)	Board and Lodging - Separate Room - Shared Room	40.60 25.30	42.20 26.30	43.90 27.40
5	10 (iii)	On-Call Allowance - (per 24 hrs)	17.04	17.72	18.43
6	10 (iv)	On-Call Allow-rostered days off (per 24hrs)	33.64	34.99	36.39
7	11 (v)	Broken Shift (per shift)	8.40	8.70	9.00
8	12 (ii)(a)	Post-mortem (each)	8.20	8.50	8.80

9	12 (ii)(b)	Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	72.70 45.10	75.60 46.90	78.60 48.80
10	12 (ii)(c)	Excluding Post-mortem Assistants - Assist at each internal exam - Assist at each external exam	27.00 16.70	28.10 17.40	29.20 18.10
11	12 (ii)(d)	Post-mortem partly decomposed, vermin infested (each)	4.40	4.60	4.80
12	12 (iii)	Handling linen-nauseous nature (per shift)	3.30	3.40	3.50
13	12 (iv)	Sorting of incinerators, etc (per hour)	0.30	0.30	0.30
14	12 (v)(a)	Maintenance and Supervision (per week)	9.10	9.10	9.10
15	12 (v)(b)	Offensive Work (per week)	3.30	3.30	3.30
16	12 (v)(c)	Sewerage chokages, etc (per day)	see note **	see note **	see note **
17	12 (vi)	Wearing of lead apron (per hour)	1.41	1.47	1.53
18	12 (vii)	Handling of money (per week)	13.60	14.10	14.70
19	12 (viii)(a)	Cold Places (per hour)	see note **	see note **	see note **
20	12 (viii)(b)	Confined spaces (per hour)	see note **	see note **	see note **
21	12 (viii)(c)	Dirty Work (per hour)	see note **	see note **	see note **
22	12 (viii)(d)	Height money (per hour)	see note **	see note **	see note **
23	12 (viii)(e)	Hot Places 46 degrees - 54 degrees (per hour)	see note **	see note **	see note **
		Over 54 degrees (per hour)	see note **	see note **	see note **
24	12 (viii)(f)(1)	Insulation Material (per hour)	see note **	see note **	see note **
25	12 (viii)(f)(2)	Asbestos (per hour)	see note **	see note **	see note **
26	12 (viii)(g)	Smoke Boxes (per hour)	see note **	see note **	see note **
		Oil Fired Smoke Boxes (per hour)	see note **	see note **	see note **
27	12 (viii)(h) (1) & (2)	Wet Places - other than rain (per hour)	see note **	see note **	see note **
		Rain (per hour)	see note **	see note **	see note **
28	12 (viii)(l)	Mud Allowance (per day)	see note **	see note **	see note **
29	12 (viii)(j)	Acid Furnaces, etc (per hour)	see note **	see note **	see note **
30	12 (viii)(k)	Depth money (per hour)	see note **	see note **	see note **
31	12 (viii)(l)	Bosun's Chair or swinging scaffold - first four hours	see note **	see note **	see note **
		- thereafter	see note **	see note **	see note **
32	12 (viii)(m)	Spray application (per hour)	see note **	see note **	see note **
33	12 (viii)(n)	Roof Work - (per hour)	see note **	see note **	see note **
		- minimum per day	see note **	see note **	see note **
34	12 (viii)(o)	Explosive-powered tools (per day)	see note **	see note **	see note **
35	12 (viii)(p)	Morgues-other than P.M. Assist (per /hour)	see note **	see note **	see note **
36	12(viii)(q)(1)	Toxic, Obnoxious Substances-Epoxy - epoxy materials (per hour)	see note ** see note **	see note ** see note **	see note ** see note **
		Toxic, obnoxious substances-Air Conditioner. - not operating (per hour)	see note **	see note **	see note **
38	12(viii)(q)(4)	Close proximity to above (per hour)	see note **	see note **	see note **
39	12 (viii)®	Areas with Psychiatric patients (per Hour)	see note **	see note **	see note **
		Geriatric Allowance	see note **	see note **	see note **
40	12 (viii)(s)	- Allandale & Garrawarra (per /hour)	see note **	see note **	see note **
		- Lidcombe (per hour)	see note **	see note **	see note **
41	12 (viii)(t)	Mental Institutions Allowance (per hour)	see note **	see note **	see note **
42	12 (viii)(u)	Animal House (per hour)	see note **	see note **	see note **
43	12 (ix)	Tool Allowance (per week)	6.10	6.30	6.60
44	14 (iv)	Meals (each)	13.50	13.50	13.50
45	23 (I)(c)	Uniform (per week)	4.15	4.15	4.15
		Uniform-with cardigan & Shoes (addit.p/wk)	1.62	1.62	1.62

46	23 (i)(d)	Uniform-laundering (per week)	4.75	4.75	4.75
47	31	Infectious cleaning (per shift)	3.95	4.11	4.27

** Allowances payable are determined as per movements occurring from time to time within the Public Hospital Skilled Trades (State) Award.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

TEACHERS (CO. AS. IT.) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 5177 of 2005)

Before The Honourable Justice Walton, Vice-President

9 December 2005

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salary Scales
4.	Payment on Termination and Adjustment of Salary for Teachers who commence Employment after the School Service Date, Teachers who take Approved Leave Without Pay and Teachers whose Hours vary During the Course of a Year
5.	Annual Holiday Loading
6.	Miscellaneous
7.	Union Representatives
8.	Sick Leave
9.	Carer's Leave
10.	Parental Leave
11.	Long Service Leave
12.	Other Leave
13.	Terms of Engagement
14.	Teacher Skill Development
15.	Suspension
16.	Disputes Procedure
17.	No Extra Claims
18.	Superannuation
19.	Anti-Discrimination
20.	Deduction of Union Membership Fees
21.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

PART C

Redundancy

2. Definitions

For the purpose of this award:

- (a) "Teacher" means a person employed as such in a government or non-government school by the employer.
- (b) "Full-Time Teacher" means any teacher other than a casual, part-time, or temporary teacher.
- (c) "Part-Time Teacher" means a teacher who is engaged to work regularly, but for less than a full school week.
- (d) "Casual Teacher" means a teacher engaged on a casual basis for a period not exceeding one school term. Provided that such casual engagement may continue beyond one school term for a further one school term where the casual teacher is replacing a teacher absent for a period which extends beyond one school term (and such longer absence was not anticipated when the casual teacher was engaged).
- (e) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks; provided that a teacher:
 - (i) may be employed for a specific period in excess of a full school year but not more than two full school years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full school year, and
 - (ii) shall not be employed on successive temporary appointments except where each appointment is for a different purpose, and
 - (iii) cannot be employed on a temporary basis unless any advertisement for the position stated the position was temporary and unless the teacher was advised at the point he or she was offered the position that it was temporary.
- (f) "Employer" means Co.As.It., the Italian Association of Assistance, a company limited by guarantee.
- (g) "Graduate" means a teacher who holds a degree from a recognised higher education institution.
- (h) "Equivalent Qualifications or Equivalent Course" means qualification or a course as the case may be which the employer and employee agree as being equivalent to the qualification or course prescribed by the clause in question in this award or which the Industrial Relations Commission of NSW determines as being so equivalent.
- (i) "Recognised School" means a school registered or established under the provisions of the *Education Reform Act 1990* or any registered special school within the meaning of that Act or school for the disabled.
- (j) "Recognised Higher Education Institution" means:
 - (i) an Australian university which is recognised by the relevant Australian tertiary education authority from time to time, or
 - (ii) a former College of Advanced Education recognised by the Tertiary Education Commission.
- (k) "One Year Trained Teacher" means:
 - (i) a teacher who has satisfactorily completed the two years in-service course for secondary teachers at the Guild Teachers' College or who has satisfactorily completed the William Balmain teachers college course for supervisors of the developmentally delayed or who has satisfactorily completed a course of training of one year duration at a recognised higher education institution or has acquired other equivalent qualifications; or

- (ii) A teacher who is not Two, Three, Four or Five Years Trained nor conditionally classified Two, Three or Four Years Trained and who has completed 20 years of service.
- (l) "Two Years Trained Teacher" means:
- (i) a teacher who has satisfactorily completed a two years full-time course at a recognised higher education institution; or
 - (ii) a teacher who is a Two Years Conditionally Classified Teacher who in addition to the qualifications necessary for Two Years Conditionally Classified status has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (iii) a teacher who is a One Year Trained Teacher who in addition to the qualifications necessary for One Year Trained status, has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (iv) a teacher who has acquired other equivalent qualifications.
- (m) "Three Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a three years full-time course at a recognised higher education institution; or
 - (ii) A Two Years Trained Teacher who in addition has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised college of higher education institution; or
 - (iii) A teacher who is a Three Years Conditionally Classified Teacher who, in addition to the qualifications necessary to gain a Three Years Conditionally Classified status, has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (iv) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study at a category UG2 or equivalent level; or
 - (v) A person employed as a teacher/librarian who is eligible for Associate (Professional) Membership of the Library Association of Australia, but who is not a graduate; or
 - (vi) A teacher who has acquired other equivalent qualifications.
- (n) "Four Years Trained Teacher" means:
- (i) A teacher who is a Graduate in Education (four years course); or
 - (ii) A teacher who is a graduate who holds a Diploma in Education from a recognised higher education institution; or
 - (iii) A teacher who is a graduate who has satisfactorily completed at least a one year full-time course at a recognised higher education institution, or who has acquired other equivalent qualifications; or
 - (iv) A teacher who has satisfactorily completed a four years training course at a recognised higher education institution and the New South Wales Conservatorium of Music; or
 - (v) A teacher who has satisfactorily completed a four years Diploma of Art Course that incorporates the equivalent of a one year full-time course at a recognised higher education institution; or

- (vi) A teacher who is a Three Years Trained Teacher other than a teacher to whom paragraph (ii) of subclause (m) of this clause applies, who in addition to the qualifications necessary for Three Years Trained status, has satisfactorily completed a two semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (vii) A teacher or librarian who, in addition to being a graduate has completed a two-semester course of training for teacher/librarians conducted by a recognised higher education institution; or
 - (viii) A teacher or librarian who, in addition to being a graduate is eligible for Associate (Professional) Membership of the Library Association of Australia; or
 - (ix) A teacher who, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, has satisfactorily completed a course of study at category PG1 or equivalent level; or
 - (x) A teacher who has satisfactorily completed a Master of Teaching degree being a four years full-time course of study from a recognised higher education institution; or
 - (xi) A teacher who has acquired other equivalent qualifications.
- (o) "Five Years Trained Teacher" means:
- (i) A teacher who has obtained a degree from a recognised higher education institution which requires a minimum of four years full-time study and who has, in addition, satisfactorily completed at least a one year full-time equivalent course in teacher education, including a Diploma of Education, at a recognised higher education institution; or
 - (ii) A teacher who is a graduate and who, in addition:
 - (a) obtains by study a Masters Degree or Doctorate, from a recognised higher education institution; and
 - (b) satisfactorily completes at least a one year full-time equivalent course in teacher education, including a Diploma of Education, at a recognised higher education institution; or
 - (iii) A teacher who has obtained other equivalent qualifications.
- (p) "Conditionally Classified, Two Years or Three Years Trained Teacher" means a teacher who has undertaken a two years or a three years course, as the case may be, at a New South Wales recognised higher education institution, or other equivalent course, and who has satisfactorily completed at least three-quarters of the course requirements, or who has acquired other equivalent qualifications; provided that a teacher who has satisfactorily completed a three years in-service course at the Guild Teachers' College shall be classified as a Three Years Conditionally Classified Teacher.
- (q) "Conditionally Classified Four Years Trained Teacher" means a teacher who is a graduate other than a graduate to whom subclause (n) of this clause applies.
- (r) "Senior Teacher - Level 1" means a Four Years or Five Years Trained teacher who has completed at least 12 months full-time service or its part-time equivalent on Step 13 and who has been awarded the classification by an employing authority.
- (s) "Category UG2 Level" means a course of study leading to a category UG2 Diploma Award as described in Statement No. 1, Nomenclature and Guidelines for Awards in Advanced Education, issued by the Australian Council on Awards in Advanced Education, and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.
- (t) "Category PG1 Level" means a course of study leading to a category PG1 Graduate Diploma (at the 19.1 or 19.2 level) as described in Statement No. 1, Nomenclature and Guidelines for Awards in

Advanced Education, August 1972 (as amended) and recognised by the said Council for inclusion in the National Register of Awards in Advanced Education.

- (u) "Degree Course" means an undergraduate course of study at a recognised higher education institution of at least three years full-time duration, or its part-time equivalent.
- (v) "Union" or "Unions" either mean the New South Wales Independent Education Union and/or the New South Wales Teachers Federation.

3. Salary Scales

3.1

- (a) The minimum annual rate of salary payable to full-time teachers shall be as set out in Table 1 - Wages Rates, of Part B, Monetary Rates. Weekly salaries shall be ascertained by dividing the annual salaries by 52.14.
- (b) Four and Five Years Trained Teachers -
 - (i) A Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 13 of the scale.
 - (ii) A Five Years Trained Teacher shall commence on Step 6 of the scale and progress according to normal years of service to Step 13 of the scale.
 - (iii) A Four Years Trained Teacher upon satisfying the requirements for classification as a Five Years Trained Teacher shall have his or her incremental position advanced one year with retention of normal incremental date and shall thereafter progress according to normal years of service.
- (c) Two Years Trained Teachers
 - (i) A Two Years Trained Teacher shall commence on Step 2 of the scale and progress according to normal years of service to Step 9 of the scale.
 - (ii) A Two Years Trained Teacher who by further study satisfactorily completes the equivalent of one year of full-time study of a degree course, shall be deemed a Three Years Trained Teacher and shall be paid an additional increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.
 - (iii) A Two Years Trained Teacher who has completed at least three years on Step 9 of the scale and who has completed 120 hours of professional development outside of school hours and pupil free days over a period of five years prior to the teacher's application for progression may apply for progression to Step 10 and thereafter progress to Step 13 after completion of two years' service on each of Step 10, Step 11 and Step 12 of the scale. The progression may be awarded by an employing authority in accordance with the provisions of subclause 3.4 of this clause.
 - (iv) Such professional development, if it is to be considered for the purposes of subparagraph (iii) of this paragraph, must be deemed relevant to the Two Years Trained Teacher's employment by the employer
- (d) Three Years Trained Teachers
 - (i) A Three Years Trained Teacher shall commence on Step 3 of the scale and shall progress according to normal years of service to Step 13 of the scale.

- (ii) A Three Years Trained Teacher, who by further study completes the equivalent of one year of full-time study of a degree course, shall have his or her salary advanced one increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 13 of the scale.
- (e) One Year Trained Teacher/Teacher Not Otherwise Classified

A One Year Trained Teacher and a Teacher Not Otherwise Classified shall commence on Step 1 of the scale and progress according to normal years of service to Step 6 of the scale.
- (f) Conditionally Classified Two Years Trained Teacher

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

A Conditionally Classified Three Years Trained Teacher shall commence on Step 3 of the scale and progress according to normal years of service to Step 6 of the scale; provided that a teacher shall, after 15 years' service progress to Step 7 of the scale and shall thereafter progress according to normal years of service to Step 9 of the scale.
- (h) Conditionally Classified Four Years Trained Teacher

A Conditionally Classified Four Years Trained Teacher shall commence on Step 5 of the scale and progress according to normal years of service to Step 9 of the scale; provided that a teacher shall after 15 years service, progress to Step 10 of the scale and shall thereafter progress according to normal years of service to Step 13 of the scale.
- (i) Teachers who were employed as at 31 December 1974 and whose salaries were adjusted to an appropriate step in the scale prescribed by the variation of the Teachers (Non-Government Schools and Pre-Schools) (State) Award, published on 10 September 1975 (198 I.G. 2429), shall be deemed then to have had the years of service and to have qualified by the said variation and to have progressed in salary thereafter in accordance with the award.
- (j) Previous Award Classification
 - (i) Teachers employed immediately prior to the date of making of this award shall be deemed to be classified under this award at a level not less than that which applied under the previous award and shall be deemed to have years of service as at the date of making this award calculated in accordance with the provisions of the previous award.
 - (ii) Provided that a Two or Three Years Trained teacher who has been paid at Step 9 for twelve months or more prior to 9 December 2005, shall progress to Step 10 from 9 December 2005.

3.2 Calculation of Service

For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish, to the satisfaction of the employer, the length of his or her teaching service in recognised schools or in schools certified or registered under the appropriate legislation in other States or Territories of the Commonwealth of Australia and the period so established shall be taken to be the length of such service, for the purpose of that employment. For the purpose of calculating service:

- (i) Any employment as a full-time teacher (including employment as a temporary full-time teacher), shall be counted as service.

- (ii) The amount of service of a part-time teacher (including a temporary part-time teacher), shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours taught by a full-time teacher at the school in the same year.
- (iii) Casual teachers shall be entitled to normal incremental progression on the basis of one increment for each total of 204 days of service.
- (iv) The employer will write to a teacher, where he/she has not supplied documentation to establish his/her length of service within two (2) weeks of commencing employment, to request the production of documentation to establish the length of such prior service. Where a teacher provides such documentation within six (6) weeks from the date of receipt of the letter, payment at the appropriately determined rate of pay will be effective for the teacher's commencement date. If a teacher does not provide documentation within six (6) weeks, payment at the appropriately determined rate of pay will be effective from the date the employer receives such documentation from the teacher. The employer may exercise its discretion where a delay in forwarding the documentation has occurred due to circumstances beyond the control of the teacher.

3.3 Progression (Completion of Qualifications)

- (a) The transfer to a higher salary step of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the further incremental progression of such teacher on the salary scale shall be effected in accordance with this subclause.
- (b)
 - (i) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that the teacher has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes the teacher eligible to transfer.
 - (ii) Where an application is made under subparagraph (i) of this paragraph which establishes that a teacher is eligible to transfer to a higher salary step, such transfer shall take effect:
 - (A) From the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later; provided that the application for transfer is received by the employer no later than the first school day of the school term following the completion of such course of training; or
 - (B) Where the application for transfer is not received by the employer within the time specified in section (A) of this subparagraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application;
 - (iii) A teacher who is transferred to a higher salary step in accordance with this subclause, shall, for the purpose of further incremental progression after such transfer, retain his or her normal salary incremental date. Provided that if the transfer of the teacher to the higher salary step coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher step.
- (c) A teacher who is Two Years Trained, Three Years Trained or Four Years Trained, who completes a course of training which entitles the teacher to be classified as Three Years Trained, Four Years Trained or Five Years Trained, as the case may be, shall progress to the step on the salary scale which shall be determined by the teacher's years of service on the lower

classification and the teacher's new qualifications and the teacher shall retain his or her normal incremental salary date.

- (d) A teacher who is Conditionally Classified Two Years Trained, Conditionally Classified Three Years Trained, Conditionally Classified Four Years Trained, One Year Trained or Not Otherwise Classified and who completes a course of training which entitles the teacher to be classified to a higher classification, shall progress to the step on the salary scale which is determined by the teacher's new qualifications and such step as is closest to the teacher's salary prior to progressing and which shall result in an increase in the teacher's salary.

3.4 Senior Teacher - Level 1

- (a) A Four or Five Years Trained teacher who has completed 12 months on Step 13 of the scale may apply to be classified as a Senior Teacher - Level 1, with salary as set out in Table 1 - Wages Rates, of Part B, Monetary Rates. A Two Years Trained Teacher who has completed three years on Step 9 of the scale may apply for further progression pursuant to subparagraph (iii) of paragraph (c) of subclause 3.1 of this clause. A Three Years Trained teacher who has completed 12 months on Step 9 of the scale may apply for further progression pursuant to subparagraph (iv) of paragraph (d) of subclause 3.1 of this clause.
- (b) A teacher referred to in paragraph (a) of this subclause who, on application, is assessed by the employer as a highly skilled and competent teacher in accordance with the following criteria, shall be classified or progress as provided in paragraph (a) or (c) of this subclause:
- (i) Tertiary Study - Courses of study undertaken at an approved recognised higher education institution; or
- (ii) In-service - In-service accredited by the employer, which is conducted by the Department of School Education, the employer, an employer organisation, a professional association or other relevant body; and
- (iii) Professional Involvement - Participation in a wide range of professional activities at classroom, school, or community levels as follows:
- (A) Work Relating to Classroom Activities - Involvement in curriculum/ resource development and planning; involvement in reflective and adaptive classroom practice; including:
- Knowledge and preparation of syllabus content;
- Relevance of methodology used;
- Class rapport, tone, discipline and motivation.
- (B) Involvement Beyond the Classroom - sharing and learning knowledge and skills with and from peers; involvement in co-operative planning.

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

- (c) A Two or Three Years Trained Teacher who was assessed as a highly skilled and competent teacher pursuant to the provisions of the previous Award and who subsequently completes a course of training which makes the teacher eligible to be reclassified as Four or Five Years Trained pursuant to subclause 3.3, Progression (Completion of Qualifications), of this clause, shall also be classified as Senior Teacher Level 1 on such reclassification.
- (d) A recommendation for classification or progression pursuant to this subclause, if approved by the employer, shall take effect from the beginning of the first full pay period after the teacher is

eligible for such classification or progression or from the date of application by the teacher, where such date is after the date on which the teacher becomes eligible. In the case of a teacher who becomes eligible during a period of paid leave, such classification or progression shall take effect from the date of eligibility.

3.5 Payment Fortnightly

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

3.6 Payment of Part-Time, Temporary and Casual Teachers:

- (a)
 - (i) A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification but in that proportion which the number of hours which are face to face teaching hours bear to 24 hours.
 - (ii) No part-time teacher shall be required to attend work on any day on which he or she is not required to teach, except to attend occasional school activities as reasonably required.
- (b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.
- (c) The salary payable to a casual teacher shall be the appropriate rate in subclause 3.1 of this clause in accordance with years of full-time service, divided by 204 in the case of a daily payment, 408 in the case of a half-day payment, or as calculated in accordance with the formula set out in paragraph (d) of this subclause; provided that the maximum step payable shall be as follows:

Classification	Step
Four Years Trained	8
Three Years Trained	6
Two Years Trained	5
One Year Trained	2
Not Otherwise Classified	1
Conditionally Classified Four Years Trained	7
Conditionally Classified Three Years Trained	6
Conditionally Classified Two Years Trained	4

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

- (d) A casual teacher shall be paid for a minimum of half a day for each single engagement provided that where an engagement requires attendance on more than three days, which days are specified to the teacher prior to the first attendance, payment shall be calculated in accordance with the following formula:

$$\frac{5 \times \text{Annual Salary}}{204} \times \frac{\text{Periods Taught}}{\text{Average number of periods which full-time teachers of the school are normally required to teach per 5 day period.}}$$

- (e) Casual teachers shall be entitled to normal incremental progression for each total of 204 days of service.

3.7 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the usual place of employment, the teacher shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. For the purpose of this paragraph, all travel between different places of work on the one day shall be reimbursed either by payment of a travelling allowance or pursuant to paragraph (b) of this subclause.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer, shall be reimbursed by the employer.
- (c) Where an employee is required to attend a place of employment other than the usual place of employment, all expenses above those usually incurred by the employee in travelling from home to work and work to home shall be reimbursed.

3.8 Payment for Supervision of Student Teachers

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

3.9 Overpayments

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

4. Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the School Service Date, Teachers Who Take Approved Leave Without Pay and Teachers Whose Hours Vary During the Course of a Year.

4.1 This clause will apply:

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

4.2 The provisions of this clause shall apply where:

- (a) a teacher's employment ceases;
- (b) a teacher commences employment after the School Service Date;
- (c) where a teacher takes approved leave without pay; or
- (d) where the hours which a teacher normally teaches at a school have varied since the School Service Date ("a teacher whose hours have varied"), and

payments shall be made to such teachers by application of the formula prescribed by either paragraph (a) or paragraph (b) of subclause 4.3 of this clause, as appropriate, and, if relevant, by the application of the provisions of subclauses 4.5, 4.6 and 4.7 of this clause in combination.

4.3

(a) Calculation of Payments

Payments made pursuant to this clause to a teacher whose hours have varied shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P is the payment due.
- s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment, in circumstances where a teacher has been employed by the school for less than one year);
- b is the number of term weeks, or part thereof, in the year;
- c is the number of non-term weeks, or part thereof, in the year;
- d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment, in circumstances where a teacher has been employed by the school for less than one year).

(b) Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = s \times \frac{(t \times c - d)}{b}$$

Where:

- P is the payment due;
- s is an amount equivalent to a week's salary (including allowances) of the teacher at the date of application of the formula;
- t is the number of term weeks, or part thereof, worked by the teacher since the School Service Date;
- b is the number of term weeks, or part thereof, in the year;
- c is the number of non-term weeks, or part thereof, in the year;
- d is the number of non-term weeks, or part thereof, worked by the teacher since the School Service Date.

(c) For the purposes of this clause:

- (i) "School Service Date" means the usual commencement date of employment at a school for teachers who are to commence teaching on the first day of the first term.
- (ii) "Teacher" means any teacher other than a casual teacher.

4.4 Termination of Employment

A teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

4.5 Teachers who commence Employment after the commencement of the School Year

- (a) A teacher who commences employment after the usual date of commencement at a school in any school year, shall be paid from the date the teacher commences; provided that, at the end of Term IV or final semester in that year, the teacher shall be paid an amount calculated pursuant to subclause 4.3 of this clause and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or first semester in the following school year.
- (b) In each succeeding year of employment, the anniversary of appointment of the teacher for the purpose of this clause shall be deemed to be the School Service Date.

4.6 Teachers Who Take Approved Leave Without Pay

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

- (a) If the leave without pay commences and concludes in the same school year:
 - (i) subject to subparagraph (ii) of this paragraph, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - (A) at the commencement of the leave in respect of that year; and
 - (B) at the end of Term IV in accordance with paragraph (c) of this subclause.
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a teacher at the conclusion of Term IV of a school year:
 - (i) pursuant to section (B) of subparagraph (ii) of paragraph (a) of this subclause; or
 - (ii) in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subparagraph (i) of paragraph (b) of this subclause returns from leave during the school year in which the leave commenced and notwithstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
 - (A) applying the formula as set out in subclause 4.3 of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause; and

- (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause.
- (d) Notwithstanding the provisions of paragraph (a) of subclause 4.1 of this clause, a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

4.7 Teachers Whose Hours Have Varied -

Where the hours which a teacher normally teaches have varied since the School Service Date in any school year and the teacher's employment is to continue in the next school year, the teacher shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in paragraph (a) of subclause 4.3 of this clause and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or the first semester in the following school year.

5. Annual Holiday Loading

- 5.1 Subject to subclause 5.6 of this clause, where a teacher other than a casual teacher, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the teacher shall be paid an Annual Holiday Loading calculated in accordance with this part.
- 5.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the school vacation.
- 5.3 The loading shall be calculated:
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of employment; or
- (b) where relevant, the period of annual leave calculated under subclause 5.6.
- 5.4 The loading shall be the amount payable for the period specified in subclauses 5.3 or 5.6 of this clause, at the rate of 17½ per cent of the weekly equivalent of the teacher's annual salary.
- 5.5 For the purposes of this clause, "salary" shall mean the salary payable to the teacher at first day of December of the year in which the loading is payable.

Provided that where subclause 5.6 of this clause applies, "salary" shall mean the salary payable immediately prior to the payment made to the teacher pursuant to paragraph (b) of subclause 4.3 of clause 4.

- 5.6 Where a teacher receives a payment pursuant to paragraph (b) of subclause 4.3 of clause 4, including the case where a teacher's employment is terminated by the employer during the school year for a reason other than misconduct, the teacher shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the teacher in that year bears to the number of school weeks he or she would be normally be required to work in a full school year.

6. Miscellaneous

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

7. Union Representatives

- 7.1 The respective 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.
- 7.2 Meetings of union members may be held on the premises of the employer at times and places reasonably convenient to both union members and the employer, including at lunchtime or immediately before or after meetings of teachers or professional development activities while a number of teachers are in attendance.

8. Sick Leave

- 8.1 Any full-time, temporary or part-time teacher shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (a) During the first year of service with the employer the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the said year;

Provided that the maximum sick leave which may be taken during the first year of service shall not exceed 15 days;

And provided further that a temporary teacher shall be entitled to sick leave in accordance with the provisions of this paragraph, and in that proportion of 15 days which the period of appointment of the teacher bears to the school year of the school at which he or she is employed.

- (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 22 working days on full pay, followed by 22 working days on half pay.
- (c) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers' compensation.
- (d) A teacher shall not be entitled to paid sick leave unless he or she notifies the employer of the school (or such other person deputised by the employer), prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence;

Provided that paid sick leave shall be available if the teacher took all reasonable steps to notify the employer or was unable to take such steps.

- (e) Other than in respect of the first two days absence in respect of sickness in any year, a teacher shall, upon request, provide a medical certificate addressed to the employer. Notwithstanding the foregoing, the employer may require further evidence of the sickness, if appropriate.
- (f) Notwithstanding the provisions of paragraph (a) of this subclause, the sick leave entitlement of a part-time teacher shall be in that proportion which the number of teaching hours of that teacher in a full school week bears to 24 hours.

- 8.2 Sick leave shall accumulate from year to year as follows:

- (a) Untaken sick leave entitlement in the first year of service with the employer shall not be accumulated.
- (b) Untaken sick leave in the second year of service with the employer and thereafter of up to 20 days on full pay and 20 days on half pay per year shall be accumulated to a maximum of four years of service;

Provided that an employee shall only be entitled to the sick leave accumulated in respect of the four years of continuous service immediately preceding the current year of service.

- (c) The maximum accumulation shall not exceed 80 days on full pay and 80 days on half pay.
- (d) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay.
- (e) Sick leave which accrues to a teacher at the commencement of a year of service pursuant to subclause 8.1 of this clause shall be taken prior to the taking of any sick leave which the teacher has accumulated in accordance with this subclause.
- (f) A part-time teacher shall accumulate sick leave entitlements pursuant to the provisions of this subclause in that proportion which the number of teaching hours in a full school week bears to the number of teaching hours that a full-time teacher at the school is normally required to teach.

9. Carer's Leave

9.1 Use of Sick Leave

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs their 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 teacher shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the teacher being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the teacher; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including 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 teacher as the de facto partner of that teacher on a bona fide domestic basis; or
 - (5) a relative of the teacher who is a member of the same household where, for the purposes of this paragraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse, because of the marriage has to blood relatives of the other; and

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

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

9.2 Unpaid Leave for Family Purpose

- (a) A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (ii) of paragraph (c) 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 time 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) 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.

9.6 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this award.

10. Parental Leave

10.1 Maternity Leave

- (a) A teacher who applies for and is granted maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996*, and commences maternity leave on or after 30 January 2006, shall be entitled to a maternity allowance calculated in accordance with this sub-clause.

- (b) The maternity allowance shall be equivalent to twelve (12) weeks salary at the rate the teacher would have received on the day the teacher commenced maternity leave, if the teacher had not taken maternity leave
- (c) The teacher may elect to be paid during the period of paid leave in paragraph (b) of this subclause either in accordance with the usual employer payment schedule or as a lump sum payment in advance. In addition, if the teacher requests, the payment may be partially paid at half pay for a period of up to 24 weeks.
- (d) Where a teacher applies for a lump sum payment in advance under paragraph (c) of this subclause, the teacher shall give the employer at least two week's notice of intention.
- (e) The school must pay the first or lump sum payments at the pay period commencing closest to;
 - (i) six weeks before the anticipated date of birth, or
 - (ii) if birth occurs before the time referred to in (i), the date of the birth; or
 - (iii) if the teacher has not commenced maternity leave at the time referred to in (i), when the teacher commences leave.
- (f) If a teacher has commenced maternity leave and subsequently the teacher's pregnancy results in a miscarriage or a still birth, the teacher shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the teacher.
- (g) The parties agree to review the effect of this clause in the event of any legislation by either the Federal or State Government which provides a maternity allowance or similar payment, however named, or in the event that the operation of this clause is found to be discriminatory by an anti-discrimination tribunal.
- (h) A teacher on maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (i) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.
- (j) If a teacher is absent on a period of maternity leave and intends to apply for a new period of maternity leave in connection with the birth of another child to commence immediately after the last day of the current period of maternity leave, she must do so in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

Notation

- (i) The employer is of the view that maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term.
- (ii) In order to facilitate the desirable practice referred to in paragraph (i) of this notation, the employer is prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the said Act should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.
- (iii) Transitional Arrangements - For the purpose of paragraph (a) of this subclause, maternity leave commences on or after 30 January 2006 if the first day off work due to maternity leave is on or after 30 January 2006.

10.2 Adoption Leave

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

10.3 Paternity Leave

- (a) A teacher shall be entitled to one day's leave with pay on the date of his wife's confinement or on the day on which his wife leaves hospital following her confinement.
- (b) In addition to the entitlement in paragraph 10.3(a), a teacher shall be entitled, subject to this sub-clause, to take paternity leave in one continuous period not exceeding two weeks. Such leave shall be deducted from, and shall not exceed, the teacher's entitlement to Carer's Leave pursuant to clause 9 of this award.
- (c) The teacher shall be entitled to take such paternity leave in the four weeks before the date or expected date of the birth of the child and not later than four weeks after the birth of the child, provided that the employer may, in exceptional circumstances, request the teacher to take leave at a time outside the period specified in this paragraph. If the teacher chooses to agree to the employer's request, such agreement shall be recorded in writing. Where the teacher does not agree, the leave shall be taken in accordance with this paragraph.
- (d) The entitlement to paternity leave in paragraphs 10.3(a) and (b) is inclusive of, and not in addition to, the teacher's entitlement to take unpaid paternity leave in accordance with the *Industrial Relations Act 1996*.
- (e) The teacher must, at least 4 weeks before proceeding on leave pursuant to paragraph 10.3(b) above, give written notice of the dates on which he proposes to start and end the period of leave. The proposed dates may be varied by further written notice, subject to the provisions of paragraph 10.3(c) above.

11. Long Service Leave

11.1 Applicability of *Long Service Leave Act 1955*

Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to teachers employed under this award.

11.2 Quantum of Leave

Subject to subclause 11.3 of this clause, the amount of long service leave to which a teacher shall be entitled shall;

- (a) In the case of a teacher who has completed at least ten years service with the same employer be:
 - (i) in respect of ten years service so completed 13 weeks; and
 - (ii) in respect of each additional five years of service with the employer since the teacher last became entitled to long service leave, ten weeks; and

- (iii) on the termination of the teacher's employment, in respect of the number of years service with the employer completed since the teacher last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one years service.
- (b) In the case of a teacher who has completed with the employer seven years service but less than ten years, and whose services are terminated or cease for any reason, be a proportionate amount on the basis of 11.5 weeks for ten years service.
- (c) In the case of a teacher who has completed with an employer at least five years service as an adult, and whose services are terminated by the employer for any reason other than the teacher's serious and wilful misconduct, or by the teacher on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the teacher, be a proportionate amount on the basis of 11.5 weeks for ten years service (such service to include service with the employer as an adult and otherwise than as an adult).

11.3 Calculation of Entitlement

In the case of a teacher whose service with the employer began before 1 September 2005, and whose service would entitle the teacher to long service leave under this clause, the amount of long service leave to which such teacher shall be entitled shall be the sum of the following amounts:

- (a) The amount calculated on the basis of the provisions of the *Long Service Leave Act 1955* in respect of the period of service before 1 August 1985; and
- (a) An amount calculated on the basis of the provisions of Clause 11 of the Teachers (Co.As.It) (State) Award that was in effect from 1 August 1985 to 31 August 2005, in respect of the period of service between and including these dates; and
- (c) An amount calculated on the basis of the provisions of this Clause after 31 August 2005.

11.4 Conditions of Taking Leave

- (a) Where a teacher has become entitled to long service leave in respect of the teacher's service with the employer, the employer shall give to the teacher and the teacher shall take the leave as soon as practicable, having regard to the needs of the employer; provided always, that unless the employer otherwise agrees, the teacher shall give not less than two school terms notice of the teacher's wish to take leave; and further provided that the employer shall give the teacher not less than two school terms' notice of any requirement that such leave be taken.
- (b) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to and following the period of long service leave.
- (c) Where a teacher requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with paragraph (b) of this subclause, the conditions of that paragraph shall apply, provided nothing in this paragraph shall affect the provisions of subclause 4.6 of clause 4.
- (d) Where long service leave is not taken in full term periods or in accordance with paragraph (c) of this subclause it will be inclusive of pupil vacations.
- (e) Where a teacher is entitled to an amount of long service leave which is in excess of a school term the teacher may elect not to take that part of the long service leave which is in excess of a term (the deferred leave), until such time as the teacher accumulates further entitlements which when, taken together with the deferred leave, enables long service leave to be taken for a whole term.

- 11.5 Subject to the provisions of this clause, any long service leave shall be inclusive of any pupil vacation periods falling within the period of such leave, but shall not include any public holidays falling within the period of such leave.

- 11.6 The service of a teacher with the employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the teacher taking parental leave (including paid and unpaid leave in accordance with clause 10 Parental Leave) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.

12. Other Leave

12.1 Bereavement Leave

A teacher shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grand parent, brother, sister, child, stepchild or grandchild of the teacher, be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days.

A teacher may be required to provide the employer with satisfactory evidence of such death.

Bereavement leave shall be available to the teacher in respect of the death of a number of employee's immediate family of household as defined in clause 9, Carer's Leave.

A teacher shall not be entitled to bereavement leave under this subclause during any period of which the teacher has been granted other leave.

Bereavement leave may be taken in conjunction with other leave available under subclauses 9.2, 9.3, 9.4 and 9.5 of the said clause 9. In determining such a request the employer will give consideration to the circumstances of the teacher and the reasonable operational requirement of the business.

12.2 Military Reserve Leave

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

12.3 Examination Study Leave

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

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

12.4 Jury Service

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

13. Terms of Engagement

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

- 13.2 The employment of any teacher (other than a casual teacher) shall not be terminated without at least four school term weeks notice on either side, or the payment of, or forfeiture, of four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the school term during which it is given and shall expire either:
- (a) at the end of the said school term; or
 - (b) at least two weeks before the end of the said school term.
- 13.3 The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.
- 13.4 Upon the termination of service of a teacher (other than a casual teacher), the employer shall provide a statement of service setting out the length of service, the number of classes and range of subjects taught, the promotions positions held and any special and/or additional duties performed by such teacher.
- 13.5 Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of the engagement, provided such request is made during or on termination of the casual engagement.
- 13.6 The employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and/or training.

14. Teacher Skill Development

14.1 Induction

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

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

The employer shall provide a written statement to the teacher not later than four weeks before the end of the school year outlining the teacher's progress and development. Such statement may form part of a teacher's portfolio pursuant to subclause 14.2 of this clause.

- 14.2 A teacher may request and be given from time to time by the employer appropriate documentation as evidence of the teacher's professional development and experience. These documents may, if the teacher wishes, form a portfolio which shall remain the property of the teacher.
- 14.3 Where the employer considers that a problem exists in relation to the teacher's performance the employer shall not use any agreed teacher development process in substitution for, or as alternative to, in whole or in part, procedures which apply to the handling of such problems.
- 14.4 A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as provided for in subclause 14.1 of this clause, with appropriate modification and shall be expected to participate as appropriate.

15. Suspension

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

16. Disputes Procedure

16.1 This procedure will cover both individual and collective grievances. The aim is to resolve problems that arise as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority as necessary.

Step 1: The matter shall be discussed between the teacher and the Principal of the school, or immediate supervisor of the employee within Co.As.It., depending on the nature of the problem. If the matter remains unresolved, follow Step 2.

Step 2: The matter shall be discussed between the employee(s), and his/her representative (if applicable), and the nominated person responsible for personnel issues within Co.As.It.

Step 3: The matter may be referred by the employee or Co.As.It., respectively, to the respective union or unions or Employers' First for further discussions.

Step 4: The matter may be referred by either party to the Industrial Relations Commission of NSW.

The procedures require

- (i) reasonable time limits to be set for discussion at each stage, with all relevant facts clearly identified and recorded;
- (ii) without prejudice to either party, normal work to continue while the procedure is being followed;
- (iii) if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy;
- (iv) in a dispute between the employer and employees, each party may be presented by their respective industrial representative.

16.2 Dispute Procedure (Performance)

This procedure shall be adopted where problems arise with respect to the performance of duties by a teacher.

- (i) Normal procedures:
 - (a) all problems which arise in relation to a teacher may be discussed within the workplace between the teacher and his or her supervisor, with a view to their resolution. In the case of a more serious problem, it may be discussed between the employee and the nominated person responsible for personnel issues within Co.As.It..
 - (b) It is not essential for all problems to be brought to the teacher's attention in writing.
 - (c) Where a problem has been brought to the attention of the supervisor of the teacher on a written complaint from another member of staff of Co.As.It., a member of staff of the school at which the teacher is employed or another person, then the teacher is to be given an opportunity to respond.
 - (d) In any such interview, the supervisor will inform the teacher of the nature of the problem and the teacher is to be given an opportunity to respond.
 - (e) Any such matters discussed (whether regarded at that stage as having been satisfactorily resolved or not) may again become relevant where the problem continues to exist or if further problems develop.

(ii) Dispute Procedure

The following procedures are adopted when normal procedures do not work and the employer judges it necessary to formally warn, censure, reprimand or dismiss the teacher:

- (a) The teacher shall be interviewed in relation to the matter. The teacher may request another teacher to accompany him or her who may be a union representative in the workplace and the supervisor may have present another person who could be the person responsible for personnel issues within Co.As.It.
- (b) Any formal warnings, censure or reprimand to the teacher must be followed up in writing to the teacher, and a copy placed on the teacher's file.
- (c) Any specific instructions to the teacher, as well as any strategies to assist the teacher to overcome the problem and the period of time in which those strategies are expected to lead to a resolution of the problem, are to be confirmed in writing to the teacher, and a copy placed on the teacher's file.
- (d) The teacher shall, wherever possible, be given twenty-four hours notice of the interview and the subject of the interview.
- (e) There may be a second interview in relation to the matter in accordance with the above procedures.
- (f) Following any such later interview the teacher will be advised in writing, within five working days, of any disciplinary action to be taken, whether there will be a review of the teacher's performance at a later date and whether any other steps will be taken by the employer.
- (g) If there is to be a review at a later date, the teacher will be advised in writing of the aspect of his or her performance which will be reviewed, the improvements required, the method of review the name(s) of the person(s) who will conduct the review, the time of the review and nature of any assistance to the teacher during the review. At the end of the period of review, the teacher will be advised in writing of the outcome of the review - that is, that the review has been satisfactorily completed by the teacher, that the review will be extended or that the required improvement in performance has not been achieved.

17. No Extra Claims

17.1 Subject to subclause 17.2, it is a term of this award that the unions undertake not to pursue any extra claims, award or over award, during the currency of this award. However the parties agree to commence negotiations towards a new award from six months before the expiration of this award.

17.2 The Unions may pursue extra claims only to flow on any benefits provided for by the Family Provisions Case, before the Industrial Relations Commission of NSW when this Award was made.

18. Superannuation

18.1 Definitions For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by Clause 3 Salary Scales; and
 - (ii) the amount of any payment made to the employee pursuant to clause 4.
- (b) "Employee" means a teacher to whom this award applies.

- (c) "Employer" means the employer of a teacher to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; and
 - (ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award, in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2, Definitions.

18.2 Fund

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

18.3 Benefits

- (a) Except as provided in paragraphs (c), (d) and (f) of this subclause, the employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine (9) percent of the employee's basic earnings, or as determined by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, or its successor.
- (b) Subject to paragraph (f) of this subclause, contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (c) The employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (d) Contributions shall commence to be paid from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (e) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (f) The employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$1,437.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with the employer.

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

- (g) Where the employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes of such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and

of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.

- (h) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of paragraph (f) of this subclause in the case of a casual employee.

18.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund; but, shall not be entitled to do so within three years after the notification made by the employee pursuant to paragraph (e) of subclause 18.3 of this clause, nor within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

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

19. Anti-Discrimination

19.1 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.

19.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award that 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.

19.3 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.

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

- (a) any conduct or act which is specifically exempted by anti discrimination legislation;
- (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (c) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

19.5 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."

20. Deduction of Union Membership Fees

- 20.1 The unions shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 20.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under their 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.
- 20.3 Subject to (20.1) and (20.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the respective union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 20.4 Monies so deducted from employees' pay shall be forwarded regularly to the respective union, together with all necessary information to enable the unions to reconcile and credit subscriptions to employees' union membership accounts.
- 20.5 Unless other arrangements are agreed to by the employer and the unions, all union membership fees shall be deducted on a fortnightly basis.
- 20.6 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.

21. Area, Incidence and Duration

- 21.1 This award rescinds and replaces the Teachers (Co.As.It.) (State) Award published 30 April 2004 (344 I.G. 205).
- 21.2 It shall apply to all teachers employed by Co.As.It. in any government or non-government school established or registered under the provisions of the *Education Reform Act 1990* in the State.
- 21.3 It shall take effect from 7 October 2005 and shall remain in force until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Wage Rates

Step	Current Salary	1.5% increase 7 October 2005	2.5% increase 30 January 2006	4% increase 29 January 2007	4% increase 29 January 2008
	\$	\$	\$	\$	\$
1	33,255	33,754	34,598	35,982	37,421
2	35,412	35,943	36,842	38,315	39,848
3	37,772	38,339	39,297	40,869	42,504
4	39,729	40,325	41,333	42,986	44,706
5	41,888	42,516	43,579	45,322	47,135
6	44,048	44,709	45,826	47,660	49,566
7	46,202	46,895	48,067	49,990	51,990
8	48,364	49,089	50,317	52,329	54,423

9	50,522	51,280	52,562	54,664	56,851
10	52,682	53,472	54,809	57,001	59,281
11	54,837	55,660	57,051	59,333	61,706
12	56,997	57,852	59,298	61,670	64,137
13	59,156	60,043	61,544	64,006	66,566
Senior Teacher Level 1	61,025	61,940	63,489	66,028	68,670

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3.7 (a)	Own Car Allowance	0.55 per km

PART C

1. Redundancy

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part 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.
- 1.4 This part 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.

2. Employers Duty to Notify and Discuss

- 2.1 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.
- 2.2 The employer shall discuss with the employees effected 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.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers 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.

3. Discussions Before Terminations

- 3.1 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.

- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause 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.
- 3.3 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.

4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 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 clause 2 of this part.

- 4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

- 4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

- 4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- 4.3 Time off during the notice period

- 4.3.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 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.

4.4 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 part 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.

4.5 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.

4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify the 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.

4.7 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 the Centrelink.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this part, 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.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this part, 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:

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

5.1.1 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

5.1.2 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

5.1.3 'Weeks 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.

5.1.4 Where an employee is subject to a reduction of working hours of six (6) or more hours per fortnight at the initiative of the employer, 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 5.1.1 and 5.1.2 above.

5.2 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 5.1.

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 5.1 above will have on the employer.

5.3 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 5.1 if the employer obtains acceptable alternative employment for an employee.

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

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SERIAL C4218**CLUB MANAGERS' (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Club Managers Association, industrial organisation of employees.

(No. IRC 5538 of 2005)

Before The Honourable Justice Schmidt

16 November 2005

AWARD**PART A****1. Award Title**

This award shall be known as the Club Managers (State) Award 2006.

2. Arrangement

Clause No.	Subject Matter
34.	Accommodation
25.	Annual Leave
12.	Anti-Discrimination and Harassment
2.	Arrangement
3.	Area, Incidence and Duration
1.	Award Title
29.	Bereavement Leave
9.	Classifications and Wage Rates
5.	Definitions
6.	Duties and Responsibilities
32.	Emergency Service Leave
8.	Enterprise Flexibility Provisions
7.	Exemptions
16.	Expenses
42.	Further Negotiations
39.	Grievance and Dispute Procedure
18.	Higher Duties
19.	Hours of Work
33.	Jury service
26.	Long Service Leave
10.	Management Trainees
20.	Meal Breaks and Allowance
4.	No Extra Claims
17.	Motor Vehicle Allowance
22.	Overtime
13.	Payment of Salaries
28.	Personal/Carers Leave
30.	Professional Development Leave
24.	Public Holidays
11.	Part-time Employees
23.	Recall to Duty
40.	Redundancy
31.	Reserve Forces Leave
15.	Right of Entry of Association Officials

- 21. Rostered Days Off
- 27. Sick Leave
- 41. Structural Efficiency
- 37. Superannuation
- 38. Termination of employment
- 14. Time and Salaries Records
- 35. Uniforms
- 36. Workers Compensation Insurance

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

Appendix A - Training requirements

3. Area, Incidence and Duration

- 3.1 This Award rescinds and replaces the Club Managers (State) Award 2004, published 5 November 2004 (347 I.G 107), and all variations thereof.
- 3.2 It shall apply to all persons employed as Managers within clubs and Management Trainees, within the State of New South Wales, excluding the County of Yancowinna.
- 3.3 The Award shall take effect from the first full pay period to commence on or after 16 November 2005 and the award shall remain in force until 3 January 2008.

4. No Extra Claims

The parties agree that there shall be no further claims in relation to issues covered by the award, for the duration of this award, except as to agreed matters allowed by the *Industrial Relations Act 1996*.

5. Definitions

- 5.1 Association shall mean the Club Managers' Association.
- 5.2 Club or employer shall mean any Club registered under the provisions of the *Registered Clubs Act 1976*. Or is a Club that amalgamates with a Registered Club.
- 5.3 CMDA shall mean Club Management Development Australia.
- 5.4 Continuous service
 - 5.4.1 In calculating an employee's continuous service, the only absences counted as time worked are the following:
 - (a) up to 160 ordinary working hours in a twelve month period because of sickness or accident; (or proportionally less for a part-time employee);
 - (b) long service leave that an employee takes under the *Long Service Leave Act (NSW) 1955*;
 - (c) annual leave; and
 - (d) any absence covered by workers compensation legislation.

- 5.4.2 The following events do not break an employee's continuous service:
- (a) sick leave;
 - (b) non paid leave as the result of an accident of a reasonable duration;
 - (c) leave lawfully granted by the employer; or
 - (d) absence for a reasonable cause. (The employee must prove that the absence was reasonable).
- 5.4.3 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.
- 5.4.4 Any other absence from work does not break continuity of service unless the employer notifies the employee, in writing, within fourteen days of the employee returning to work after the absence. If an individual employee is absent, the employer must tell that employee by:
- (a) giving the notice to him or her personally; or
 - (b) posting the notice to his or her last known address.
- 5.4.5 If a number of employees are absent because of collective action, continuity of employment will not be effected unless the employer gives advice by placing a notice in the place where the employer normally places general notices to employees that such continued action may effect the continuity of employment. The employer must also send a copy of the notice to the Association on the same day.
- 5.4.6 Continuous service is not affected if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.
- 5.5 Employee shall mean any Manager (by whatever title), or Trainee Manager employed by the Club.
- 5.6 Gender - Words imparting the masculine gender also include the feminine gender, and unless the context otherwise indicates or requires words imparting the singular also include the plural and vice versa.
- 5.7 Gross annual revenue shall mean gross receipts from bar, dining areas, green fee and other miscellaneous income and net income from poker machines less any licence fee paid.
- 5.8 Management trainee shall mean an employee appointed as such by the Club's Board of Directors or Committee of Management or by a person, including the Club Manager, authorised to make such appointment, and engaged in management training subject to the provisions of 10.3 - Management trainee rates.
- 5.9 CLUBS NSW shall mean the trading name of The Registered Clubs Association of New South Wales.
- 5.10 Secretary/Manager, Club Manager, Manager, General Manager, Chief Executive Officer (which classifications are in this award collectively referred to as the Club Manager) shall mean an employee who is appointed by the club's Board of Directors or Committee of Management, or the governing body's duly appointed representative, to undertake the duties of the general management, promotion and supervision of the Club's activities, functions and business and the direction, supervision and control of all other staff employed therein, and without limiting the generality of the foregoing shall unless otherwise directed by the Board, include any but not necessarily all of the areas cover in Clause 6. of this award.

6. Duties and Responsibilities

Standard of Conduct

6.1. Policy

6.1.1 Club Managers as defined in clause 5.10 are expected to achieve and maintain a high standard of work performance in order to set an example for other Club employees and ensure the confidence of Club members and their elected representatives on the Club's governing management committee.

6.2. Practice

6.2.1 Managers should perform their duties with professionalism and integrity by providing operational information to the Club's Board of Directors, in a timely manner.

6.2.2 All Managers shall be responsible for the administration and implementation of Club policies on a day-to-day basis. Club policies are as determined by the Club's Board of Directors.

6.2.3 If a manager finds that they have some personal, financial or other involvement which may lead to a conflict of interest they shall discuss the matter with the Club's Board of Directors or the duly appointed representative of the Board.

6.3. Managers shall be required to dress appropriately for the duties they perform and in accordance with the policy and culture of the Club.

6.4. Administration

6.4.1 Policy

The implementation of Club policy as laid down by the Board of Directors;

The implementation of Board of Directors' instructions;

Reporting to the Board of Directors, including a written report to the Board, on the running of the Club since the last monthly report was written;

Recommending courses of action to Board of Directors.

Prepare and maintain a Club "Business Plan" in consultation with the Board of Directors or delegated executive members of the Board

6.4.2 Secretarial

Organisation and control of office staff activities;

Supervision of wages preparation, and verification in accordance with industrial instruments and awards, where necessary, of employee's entitlements;

Supervision of preparation of up-to-date membership lists and registers;

Preparation of statutory returns relating to:

poker machines;

financial performance;

taxation;

licensing requirements.

maintenance of proper records, including preparation of accurate minutes.

6.4.3 Legal

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the Club, including but not limited to the regulation of the following issues:

Industrial Relations;

Corporations and Associations;

Taxation;

Trade Practices;

Liquor, Gaming and Food;

Workplace Health and Safety;

Discrimination;

Accommodation;

Security;

Registered Clubs.

6.4.4 Accounting

Supervision of accounting procedures, and where appropriate, preparation of accounts, and accounting procedures and maintenance (in conjunction with the Finance Manager or Club Accountant where applicable);

Preparation of annual accounts and annual reports;

Interpretation of financial results;

Preparation of budgets and Treasury returns.

6.4.5 Personnel/Human Resources

Establish, procedures and policy's in relation to matters pertaining to positive employment practises;

Delegation of authority and responsibility to staff;

Explanation to, and general supervision of duties of subordinate managerial staff members;

The engagement of staff, except where the Board reserves the right to make the appointment, and the termination of staff in appropriate circumstances;

Interpretation and application of the relevant Statutes and Acts of parliament and regulations made thereunder, in so far as each of these affects the Club, including but not limited to the regulation of the following issues:

Industrial Relations;

Income Taxation;
Occupational Superannuation;
Vocational Education and Training;
Affirmative Action;
Discrimination;
Workplace Health and Safety;
Annual and Long Service Leave;
Workers Compensation;

Negotiations with staff and/or unions, and problem resolution;

Training and development of staff;

Staff motivation (otherwise than by over-award payments and/or conditions, without prior Board approval);

Maintenance of effective employer/employee relations.

6.4.6 Bar operations

Responsibility for supervision of activities of Bar staff (in conjunction with the Beverage Manager, where applicable);

Supervision of liquor purchasing;

Supervision of stock control procedures;

Supervision of security of bar areas;

Responsibility for security of cash takings;

General control of effective and economical staff rostering;

Analysis and interpretation of bar trading results;

Responsibility for hygiene in bar areas; and

Responsibility for standard of liquor service.

Implementation of Responsible Service of Alcohol practices and procedures

6.4.7 Catering operations

Responsibility for supervision of activities of catering staff (in conjunction with the Catering Manager or Head Chef, where applicable);

Menu planning;

Dish costing;

Food preparation;

Food service techniques; and

Billing procedures.

Responsibility for supervision of food purchasing;

Responsibility for supervision of stock control procedures;

Responsibility for security of cash takings;

General control of effective and economical staff rostering;

Analysis and interpretation of food trading results;

Responsibility for hygiene in food service areas; and

Maintenance of up-to-date knowledge of new products, services and equipment.

6.4.8 Poker machine/ Gaming operations

Responsibility for supervision of activities of poker machine/gaming staff (in conjunction with the Gaming Manager, where applicable);

Maintaining up-to-date knowledge of models and their operations;

Make recommendations to the Board of Directors about gaming machine upgrades and replacements;

Arranging for maintenance and repairs;

Compilation of returns to statutory authorities;

Prevention of frauds;

Responsibility for supervision of cash takings procedures; and

Analysis and interpretation of trading results.

Responsibility for all other forms of gaming within the Club, including but not limited to; TAB facilities and Keno.

Implementation of practice and procedures for the Responsible Conduct of Gaming.

6.4.9 Premises operations

Responsibility for supervision, upkeep and maintenance of Club property, buildings and capital equipment in all Club areas (in conjunction with the Maintenance Manager, where applicable);

Responsibility for supervising cleaning operations in all Club areas;

Responsibility for checking of need and arranging for maintenance and repairs;

Responsibility for arranging for overall Club major maintenance and repairs, in accordance with expressed policy of the Board;

Planning and coordinating of activities in connection with renovations or extensions, in accordance with expressed policy of the Board;

Submission of samples and/or tenders for selection by the Board of furniture and fittings;

Responsibility for security for all stocks and moneys in the Club; and

Responsibility for security and safety of premises.

6.4.10 Club promotion

Responsibility for supervision of activities of promotional staff (in conjunction with the Marketing and Promotions Manager, where applicable);

By personal conduct and bearing, the maintenance of good relations with members; exemplified by prompt:

Handling of members' complaints;

Dealing with intoxicated members and guests;

Social activities with members.

Production of Members Newsletters and Journals.

Creation, Production and Implementation of Strategic Marketing Plans.

6.4.11 Club Entertainment/Functions.

Responsibility for Club entertainment (in conjunction with Entertainment/Functions Manager, where applicable);

Determine programmes and schedules for functions/entertainment

Engagement of artists, in accordance with Board policy;

Arranging and publicising Club entertainment and functions

6.4.12 Club Sporting/Greens and Course operations

Responsibility for supervision upkeep and maintenance of Club sporting facilities and capital equipment (in conjunction with the designated sports Manager, Greenkeeper or Course superintendent where applicable);

6.4.13 Club information and technology operations

Responsibility for supervision establishment, upkeep and maintenance of Club information and technology systems and capital equipment including but not limited to, Club Web site and computer hardware and soft ware systems (in conjunction with the designated IT Manager where applicable);

6.4.14 Club commitment and involvement with sporting, charity, and community activities.

Responsibility for Club sporting activities;

Liaison with Club sports associations;

Publicising Club sporting activities;

Provision of Club sporting equipment and facilities, as approved by the Board, in response to requests by internal Sports Committees.

Organisation, planning and promotion of Club functions.

Maintenance or establishment of Club's community activities, in accordance with the expressed policy of the Board;

Facilitating support to charities;

Establishing alternative areas of community involvement.

6.4.15 Club external relations

Maintenance or establishment of relations with organisations and Government departments;

Employers' associations;

Industrial unions;

Liquor licensing division;

Treasury/gaming.

7. Exemption

This award does not apply to:

7.1 Clubs' Honorary Secretaries.

7.2 Clubs with a gross annual revenue of less than \$500,000.

8. Enterprise Flexibility Provisions

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

8.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

8.2 For the purpose of the consultative process the employees may nominate the Association.

8.3 Where agreement is reached an application shall be made to the Commission.

9. Classifications and Wage Rates

9.1 Classifications

9.1.1 The Management Committee of an employing Club shall establish an appropriate Management Classification level for management positions at their respective Club. Management employee shall be advised in writing of their classification level. Disputes arising from established classifications levels of individual managers may be dealt with in accordance with clause 39 of this award.

9.1.2 In compliance with the provisions of Sections 34A-34E of the *Registered Clubs Act 1976*, as amended from time to time. The minimum Classification level for managers appointed by the Board of Directors, or their duly authorised representative to manage a separate premise of the club shall be that of a Level 'B' Classification as prescribed in sub clause 9.1.5 of this clause.

9.1.3 From the commencement date of this award and subject to this Clause a management employee shall be classified and appointed as such in accordance with the nature of the job being performed, into any of the following classification levels;

9.1.4 Level "A" Manager

- (a) Directly supervises the work of other employees and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Indicative tasks of a Level "A" Manager include:

Supervision of staff in one or more sections of the Club, including allocation of duties, preparation of rosters, approval of overtime, employee counselling, discipline and performance appraisal.

Plan and implement improved work procedures.

Make recommendations to senior management or the management committee on staff including training requirements and staffing levels.

Decides in consultation with senior management or the management committee on the engagement, termination and promotion of non-managerial staff.

Trains non-managerial staff.

Supervises clerical work, maintains records including the use of computers.

Supervision of stock control and stocktaking.

Contributes ideas for long term planning, including the areas of new equipment, maintenance, human resources, and marketing.

Checks and supervises quality of services, hygiene and safety arrangements.

Checks equipment and facilities for maintenance, replacement and upgrading.

Checks, organises and implements security procedures.

Places supply orders and authorises payments within set procedures.

9.1.5 Level "B" Manager

- (a) Is in charge of a premise that is not the main premise of the Club, in accordance with 34A - 34E of the *Registered Clubs Act 1976*;
- (b) Directly supervises the work of other employees and is supervised by more senior management;
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills required of a Level "A" Manager.
- (e) Indicative tasks of a Level "B" Manager include duties of a lower level plus:

Establishes stock control levels, checks accuracy of stocktaking, evaluates suppliers, negotiates pricing and/or terms.

Sets quality standards for facilities, service, etc.

More complex checking than for a Level "A" employee, including the economical use of old plant and equipment or the need for new plant and equipment.

Implements and checks emergency procedures.

Organises training, evaluates training materials for non-managerial employees.

Consults with union delegates, requiring an accurate knowledge of industrial awards.

Collects statistics, analyses income; reads and understands computer system and user materials.

Authorises payments or expenditure according to Club procedures.

Updates security procedures.

9.1.6 Level "C" Manager

- (a) Directly supervises the work of other employees which may include other Managers and is supervised by more senior management;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills required of a Level "B" Manager.
- (d) Indicative tasks of a Level "C" Manager include duties of a lower level plus:

Duty or House manager with established portfolio responsibilities.

Supervision of other managerial employees, including discipline, analysis of training needs, allocation of duties, performance appraisal.

Determine suitability of training courses and/or methods.

Negotiate about industrial issues with union delegates and other employees.

Designs information collection systems; consults with computer suppliers/advisers.

Plans emergency procedures.

Interprets and applies specific Board policy in the running of the Club

Assesses tenders and quotations; inspects works done on property; liaises with outside businesses.

Provide ideas for longer term financial planning.

Analyses income and expenditure for a number of the Club's operations; calculates costs and/or value of stock and sales.

Investigates financial irregularities

9.1.7 Level "D" Manager

- (a) Is in charge of a Club where the Manager is the sole paid member of management.
- (b) Where supervised by another Manager, duties are clearly within the scope of this level
- (c) Has completed the prescribed standard of training; and
- (d) Works at a level above and beyond the skills of a Level "C" Manager.

(e) Indicative tasks of a Level "D" Manager include duties of a lower level plus:

Ensures legal requirements are met, prepares statutory returns, required to interpret relevant Acts and Statutes.

Organises safety procedures, keeps abreast of developments in safety and is responsible for maintenance of safety equipment.

Implements marketing programs and activities.

Determines long-term planning priorities, including how and which information is to be collected; contributes ideas for long-term forward planning of property.

Supervises financial reports and calculation of finances, establishes stocktaking procedures, is involved in the identification of financial risks and evaluation of financial options; may supervise preparation of wages; calculates costs of services.

Evaluates computer hardware.

Prepares agendas and proposals for consideration by the Board.

Establishes procedures that apply to the whole Club.

9.1.8 Level "E" Manager

(a) Is a Manager responsible for the general management of a Club and is supported by another Manager/Managers; or

(b) The Manager's duties are clearly within the scope of this level;

(c) Has completed the prescribed standard of training; and

(d) Works at a level above and beyond the skills of a Level "D" Manager.

(e) Indicative tasks of a Level "E" Manager include duties of a lower level plus:

Consults/Negotiates with employer and employee organisations about industrial problems, laws, regulations including formulation and implementation of practises and procedures relating to Club employees.

Negotiates legal requirements.

Prepares policy recommendations for the Board and assists the Board to decide policy; makes recommendations to the Board on Management staffing matters.

Prepares financial reports; co-ordinates annual reports.

Establishes financial procedures including authorisation for routine or regular payments.

Negotiates sales contracts/agreements.

Prepares marketing/promotional materials.

Evaluates and assesses Club requirements for computer (and related) hardware and software, and makes recommendations for the purchase, implementation and installation of such systems.

Represents the Club at speaking engagements, including annual meetings/Club meetings.

9.1.9 Level "F" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "E" Manager.
- (d) Indicative tasks of a Level "F" Manager include duties of a lower level plus:

Define industrial relations policy, negotiate about problems with union officials and implement procedures for resolution.

Design staff appraisal systems.

Liaise with media, government, chair meetings of outside groups (e.g. community groups).

Manage property maintenance and development contracts; negotiate with potential property developers.

9.1.10 Level "G" Manager

- (a) Is a Manager responsible for the general management of a Club and is supported by other Managers; and whose duties are clearly within the scope of this level;
- (b) Has completed the prescribed standard of training; and
- (c) Works at a level above and beyond the skills of a Level "F" Manager.
- (d) Indicative tasks of a Level "G" Manager include duties of a lower level plus:

The characteristics of the clubs in which Managers at this level work require them to engage in more complex planning and design, and to have increased levels of accountability and responsibility.

9.1.11 Prescribed level of training

For the purpose of this Clause, prescribed level of training means:

- (a) Satisfactory completion of a training course in accordance with the guidelines listed in appendix A issued through Tourism Training Australia for that particular classification and accredited by the Department of Education, Science and Training; managers covered by this award may hold other professional qualifications, or
- (b) That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in 9.1.11(a). Such assessment may be undertaken under the Recognition of Prior Learning (RPL) system approved by Tourism Training Australia.
- (c) If at the time of making this award, a manager is already competent in an area of management they will be able to have their skills and experience assessed against the same national competence standards used as the basis for the training modules. Managers will then achieve the module, just as if they had undertaken training, to enable them to receive national qualifications and satisfy the training requirements of this award.

9.2 Minimum rates

The rates of pay as set out in Table 1 - Rates of Pay - of Part B, Monetary Rates, shall be the minimum annual amount payable to employees within the named classification levels: Rates contained in Table 1.1 shall be payable from the first full pay period on or after 4th of January 2006 and the Rates contained in Table 1.2 shall be payable from the first full pay period on or after 4th of January 2007.

9.3 Overaward Payment

"Overaward Payment" is defined as the amount (whether it be termed "Overaward payment," "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate of pay for the classification in which such employee is engaged. Provided that such payment shall exclude overtime, shift allowances, penalty rates, disability allowances and any other ancillary payments of a like nature prescribed by this award, unless otherwise specifically agreed via the provisions contained within a Management Agreement.

9.4 Weekly wage equivalent

For the purpose of calculating the weekly equivalent of the annual salary rates prescribed by this clause, the divisor of 52 shall be used and the resultant amount shall be taken to the nearest ten cents. All calculations required to be made under this award for the purpose of determining hourly amounts payable to an employee shall be calculated on the weekly equivalent of the annual salary.

9.5 Salaries Exemption and Management Agreements

9.5.1 The provisions of clauses, 18 - Higher Duties Allowance, 19 - Hours of Work, 22 - Overtime, and 23 Recall to Duty shall not apply to employees who are in receipt of a salary of 30% in excess of the minimum annual salary rates for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.

9.5.2 The Provisions of clause 17 - Motor Vehicle Allowance, clause 18 Higher Duties Allowance, clause 19 - Hours Of Work, clause 20 - Meal Break and Allowance, clause 21 - Rostered Days Off, clause 22 - Overtime, clause 23 - Recall to Duty, clause 24 - Public Holidays, clause 27 - Sick Leave {sick leave shall be in accordance with the State Minimum as outlined in the New South Wales *Industrial Relations Act 1996* Section 26(1)(a) and 26(1)(b)} and clause 35 - Uniforms, shall not apply to employees who are in receipt of a salary 50% in excess of the minimum annual salary rate for the appropriate classification prescribed by clause 9.2 - Classifications and wage rates of this award.

9.5.3 Nothing in this award is intended to preclude a Manager and a Club from agreeing to conditions of employment ('Management Agreements') which are more beneficial to those provided in this award.

9.5.4 Where circumstances arise that require a Manager and a Club to agree to rates of pay and/or conditions that are less than those provided by this award, the Club and the Manager or their representatives must apply to the Industrial Relations Commission of NSW for an exemption from the whole or part of this award in accordance with the provisions of section 18 of the NSW *Industrial Relations Act 1996*.

Notation: Assistance with developing Management Agreements is available from ClubsNSW and the Club Managers Association.

10. Management Trainees

10.1 The engagement of management trainees shall be mutually agreed upon in writing by the employing Club and the Club Managers Association.

- 10.2 When a Club, which employs a management trainee in accordance with this clause, the Club shall release the trainee for the equivalent of one day of each week of term for the purpose of achieving the required modules duly accredited under the National Qualification Framework. This training may be completed on a weekly or block release basis. Each such day shall be paid as for 8 ordinary hours worked.
- 10.3 The minimum rates payable for Management Trainees shall be the following percentages of the Level B Manager's rate.

	Percentage of Level B Rate %
First year	90
Second year	95
Third year	97.5
Fourth year	100

- 10.4 Provided that when a management trainee is undertaking the required training as set by the CMDA and ClubsNSW, progression to the next year of service salary scale shall be dependent upon the trainee having acquired training levels for the preceding year.

11. Part-Time Employees

- 11.1 Part-time employees may be engaged to work not less than 3 ordinary hours per week nor more than 37 hours per week, subject to the following provisions.
- (a) The minimum number of hours worked on any one day shall be 3.
 - (b) Such hours must be worked within a span of eleven hours.
 - (c) Part-time employees shall be paid an hourly rate relative to the employee's classification number specified in Clause 9 'Salaries', of this Award.
 - (d) Any part-time employee required to work on a public holiday shall be paid for all hours worked at the rate of double time and one-half the ordinary hourly time payable to a weekly employee, with a minimum payment as for four hours worked.
- 11.2 Employees shall be advised of the rostered working hours and rostered time off as soon as practicable, and in any event, by not less than seven days notice without the employee's consent, except in an emergency.
- 11.3 Notwithstanding the provisions of subclause 11.1 of this clause and clause 9 'Salaries', of this Award, the employer and the Club Managers Association may by mutual consent agree in writing to observe other conditions in order to meet special cases, which may include job sharing arrangements.

12. Anti-Discrimination

- 12.1 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.
- 12.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in 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.
- 12.3 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.

- 12.4 Nothing in this clause is to be taken to affect:
- 12.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 12.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 12.4.3 any act or practice or a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - 12.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 12.5 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".

13. Payment of Salaries

- 13.1 Salaries shall be paid weekly, fortnightly or monthly during working hours, Monday to Friday. Payments that are to be made at intervals greater than fortnightly shall be by mutual agreement between the Club and the individual Manager.
- 13.2 By agreement between the employer and the employee, salaries may be paid by one of the following means:
- 13.2.1 cash;
 - 13.2.2 cheque; or
 - 13.2.3 payment into an employee's bank, building society, or credit union accounts. Provided that all charges associated with the fund's transfer are met by the employer and the employee's account is credited on the normal payday.
- 13.3 Upon termination of employment, eligible termination entitlements due to an employee must be paid on the date of such termination or forwarded to the employee by post within two working days.

14. Times and Salaries Record

In accordance with Section 123 of the *Industrial Relations Act 1996*, time sheets and pay sheets must contain the following particulars:

- 14.1 the full name of the employer and A.B.N. number;
- 14.2 the full names of the employees;
- 14.3 the occupation and classification of all employees under this award;
- 14.4 the date on which payment was made,
- 14.5 the period of employment to which the payment relates,

- 14.6 the gross amount of remuneration (including overtime and other payments),
- 14.7 the number of hours worked by each employee during the week;
- 14.8 the deductions made for tax, employee superannuation contributions;
- 14.9 the particulars of all other authorised deductions;
- 14.10 the net amount paid.

15. Rights of Entry of Association Officials

See Section 296, 297, 298 & 299 of the *Industrial Relations Act*, 1996.

16. Expenses

- 16.1 An employee shall be reimbursed for all monies reasonably expended by him/her for and on behalf of the employer subject to Board policy or approval.
- 16.2 The Board of Directors or a duly appointed representative of the Board may pre determine the parameters for the usage of credit cards issued to the employee and advise the Club card holder of those parameters accordingly.

17. Motor Vehicle Allowance

- 17.1 Where an employee is required by the employer to use the employee's own motor vehicle for the performance of the employee's duties, and unless a higher rate is otherwise agreed to, the employee must be reimbursed for such use of their motor vehicle at the rate of 63 cents per kilometre. Subject to a maximum payment of \$277.00 in any one week, in which case the claim must be approved by the Board or a duly appointed representative of the Board. The relevant amounts payable are contained in Item 1 of Table 2 - other Rates and Allowances, of Part B Monetary Rates.
- 17.2 Vehicle allowance payments must be made weekly or at the end of such period as the employee and the employer agree on presentation of a written claim containing such particulars as the employer may reasonably require.

18. Higher Duties Allowance

- 18.1 An employee who is required to perform substantially all the duties of a higher position for one week or more shall be paid not less than the minimum rate prescribed for such higher position for all time so engaged.
- 18.2 An employee shall perform all reasonable and lawful directions of the Management of the Club as properly authorised by the Board of the Club or by a duly authorised representative of the Board

19. Hours of Work

- 19.1 The ordinary hours of duty of each employee shall be:
 - 19.1.1 160 hours per four week period;
 - 19.1.2 worked within a span of twelve hours per day.
 - 19.1.3 rosters shall permit the employee to have at least 8 hours off duty between the finishing of one shift and the commencement of the next.
- 19.2 Employees shall be advised of their rostered working hours and rostered time off as soon as practicable, and in any event by not less than seven days notice without the employee's consent, except in an emergency.

19.3 An employer and an employee may agree in writing to modify the provisions of 19.1.2.

20. Meal Break and Allowance

20.1 Where a Club provides meals for members, any Manager employed by the Club shall, whilst on duty, be entitled to a meal free of cost whenever the Club is providing such meals.

20.2 An employee shall be entitled, where practicable, to a meal break within 5 hours of commencing duty of between 30 and 60 minutes and each 5 hours thereafter.

20.3 Where an employee due to operational requirements is unable to partake in a meal free of cost the employee shall be paid an allowance of an amount as set out in item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.

20.4 Notwithstanding the provisions of subclauses 20.1 and 20.3 hereof, an employer and an employee may agree in writing that an allowance of the amount set out in the said item 2 shall be paid in lieu of the provision of a meal free of cost to the employee.

20.5 Where a Club does not provide a meal for members, the employee shall be entitled to an allowance of the amount set out in the said item 2 of Table 2 - other Rates and Allowances, of Part B, Monetary Rates.

21. Rostered Days Off

21.1 Each employee shall be free from duty for at least nine days in each four weekly period provided that in each such period that on at least two occasions such days shall be consecutive.

21.2 Where the employer and an employee mutually agree in writing to substitute an alternative method of taking time off, then that method shall apply.

21.3 In clubs where only a Club Manager is employed the Board of Directors and the Club Manager may, by mutual consent in writing, agree to the Club Manager taking eight full days and two half days off in each four week period.

21.4 The Club's Board of Directors or a duly authorised representative of the Board shall have the right to direct when a rostered day off shall not be worked and, in the case of an emergency, the right to direct when a rostered day off shall be worked.

21.5 An employee who works on his/her rostered day(s) off as directed shall be paid at overtime rates for all hours so worked. With the exception that those employees who are required by the employer to undertake training courses on rostered days off shall be subject to the provisions of Clause 21.6 of this Award.

21.5.1 Details of all work performed on a rostered day off by any employee covered by this award shall be submitted in writing by the Club Manager to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the meeting of the Board following the day on which such work performed and payment for such work shall be made on the first pay day after that meeting.

21.5.2 Where details of work are not submitted in accordance with 21.5.1, no entitlement to payment shall arise.

21.5.3 An employee in receipt of a salary inclusive of the exemption rate prescribed in sub clause 9.5.1 shall not be entitled to additional payment if directed to work on a rostered day off, provided that:

- (a) A least 8 hours break has occurred prior to being directed to commence duties on a rostered day off.

- (b) The cancelled rostered day off shall be deferred or banked in accordance with the provisions of 21.6.
- 21.6 The taking of rostered days off may be deferred with the prior approval of the Club's Board, with such rostered days off to be banked, by written agreement for a period not exceeding twelve months from the date such rostered days off accrued to the employee, to be taken at a time agreed upon between the employer and employee; provided that the number of rostered days off so banked shall at no time exceed twenty such days.
- 21.6.1 The employer and the employee may agree in writing that the monetary value of any rostered days off accrued and banked pursuant to 21.6 hereof, but not taken by the employee, may be paid to the employee in lieu of taking such accrued and banked rostered days off. Payment shall be made at normal time rates of pay.
- 21.6.2 By agreement with the employer, the employees' accrued RDO's may be added to their annual leave (no annual leave loading shall apply to such accruals).
- 21.6.3 Upon termination of the employees' employment for any reason the monetary value of any rostered days off accrued and banked pursuant to 21.6. hereof, but not taken by the employee, shall be paid to the employee at normal time rates of pay. Any rostered days off accrued in excess of 20 shall be disregarded.
- 21.7 Make-up time
- An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

22. Overtime

- 22.1 All time worked in excess or outside of the ordinary hours of duty or on a rostered day off shall be overtime.
- 22.2 In computing overtime each day's work shall stand alone and be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- 22.3 Details of all overtime worked by any employee covered by this award shall be submitted in writing by the employee to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such overtime is worked, and payment for such overtime shall be made on the first pay day after that meeting, provided that if details of overtime worked are not so submitted, payment for such overtime may not be made by the Club and in such event no entitlement to payment shall arise.
- 22.4 Subject to 22.4.1 the Club's Board of Directors or a duly authorised representative of the Board may require an employee to work reasonable overtime at overtime rates.
- 22.4.1 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 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 need of the workplace or enterprise;
 - (d) the (notice if any) given by the employer of overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

- 22.5 An employee who is required to work and works so much overtime between the cessation of that employee's ordinary hours on one day or shift and the commencement of that employee's ordinary starting time on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 22.6 If, as a result of special operational circumstances and upon the Board of Directors instructions, an employee resumes duty without having had ten consecutive hours off duty the employee shall be paid at double ordinary time rates until released from duty (or if the duty is resumed on a public holiday, at public holiday rates) for such period and then shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 22.7 An employee may elect with the consent of the employer to take time off during ordinary hours in lieu of payment for overtime. The taking of such time must be agreed to by the employer and time off shall be the same as the overtime worked.

23. Recall to Duty

An employee recalled to work any overtime in one or more periods after having left the Club premises shall, when such overtime is worked after the conclusion of the ordinary hours of one shift and before the commencement of the ordinary hours of the next shift (whether notified before or after having left the said premises), be paid for a minimum of one hour's work, provided such overtime is not required to be paid because of the failure of the employee to perform a duty, or function, during his ordinary working hours. The employee shall not be paid for the time spent travelling to and from the Club on a recall.

24. Public Holidays

- 24.1 The day or days upon which the following holidays fall or days on which such holidays are observed shall be holidays for the purpose of this award:
- New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any other day or days proclaimed or gazetted as public holidays for the State.
- 24.2 An employee who is required to work on a public holiday and who so works shall be paid at the rate of double time and one-half with a minimum payment at such rate for 4 hours worked. Where an exemption rate is paid pursuant to sub clause 9.5.1, that rate shall be used for the calculation of penalty rates for such public holidays.
- 24.3 Details of all work performed by an employee on a public holiday shall, other than normal rostered duties, be submitted in writing by the employee to the Club's Board of Directors or to a duly authorised representative of the Board prior to or at the next meeting following the day on which such public holiday is worked, and payment for such work shall be made on the first pay day after that meeting, provided that if details of work performed on a public holiday are not so submitted, payment for such work may not be made by the Club and in such event no entitlement to payment shall arise.
- 24.4 Where a public holiday falls on an employee's rostered day off and the employee is not required to attend for duty, the employee shall be entitled, for each such occasion, to either:
- 24.4.1 an additional day's salary; or
- 24.4.2 be granted another day off in lieu; or
- 24.4.3 have an additional day without annual leave loading added to the employee's annual leave.

- 24.5 The provisions referred to in sub clause 24.4 shall not apply to employees whose regular roster excludes rostered duties on Saturday or a Sunday. Where a public holiday as prescribed by sub clause 24.1 falls on a Saturday no additional payment as prescribed by that clause shall apply.

25. Annual Leave

25.1 Annual leave entitlement

Five weeks paid annual leave shall be allowed to an employee after each completed year of service and an employee whose services are terminated or who leaves their employment during a twelve monthly period shall be entitled to pro rata annual leave for the period of employment served.

25.2 Annual Leave exclusive of Public Holidays

The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 24 - Public Holidays - and, if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

25.3 The taking of annual leave

25.3.1 Annual leave shall be taken in consecutive weeks except that by agreement between the employee and employer the leave may be split into separate periods provided that no period shall be less than one week, subject to the provisions of clause 28.3.1 Personal/Carers provisions

25.3.2 No employee shall be required to go on annual leave unless at least one month's prior notice has been given, except where a shorter period of notice is mutually agreed between the employer and employee concerned.

25.3.3 Each employee shall be asked to state when they require annual leave and the employer shall, as far as practicable, arrange to suit annual leave for the convenience of employees.

25.3.4 Before proceeding on annual leave, the employee shall be paid any salary then due or which may accrue during the period of leave.

25.4 Annual leave loading

25.4.1 Before an employee is given and takes annual leave or, where by agreement between the employer and the employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.

25.4.2 The loading is payable in addition to the employee's salary for the period of annual leave given and taken.

25.4.3 Prior to commencing a period of annual leave, the employee shall receive a loading of 17.5 per cent calculated at the appropriate ordinary time rate of salary, prescribed in clause 9.2.1 - Classifications and wage rates, for the classification in which the employee was employed immediately before commencing annual leave or where applicable the salary rate payable as prescribed in clause 9.5. - Salaries exemptions - shall be deemed to be the gross salary for the purpose of this clause.

25.5 Proportionate leave on termination

25.5.1 When the employment of an employee is terminated by the employer for a cause other than for serious and wilful misconduct and at the time of the termination the employee has not been given and has not taken the whole of annual leave to which the employee became entitled, the

employee shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.

25.5.2 Where an employee resigns and has not taken the whole of an annual holiday to which the employee has become entitled on or after that date, he or she shall be paid a loading calculated in accordance with 25.4.3 for the accrued entitlement not taken at time of the last anniversary date of employment.

26. Long Service Leave

See *Long Service Leave Act* (NSW) 1955.

27. Sick Leave

- 27.1 After four weeks of continuous employment with the same Club, an employee absent from duty on account of personal illness, or accident, shall be paid for the period of such absence for up to 80 hours per annum, at the rate of his full salary, provided that an employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- 27.2 The rights under this clause shall accumulate from year to year until used.
- 27.3 To be entitled to sick leave under this clause an employee may be required to prove to the satisfaction of the employer that he or she was unable, on account of such illness or accident to attend for duty on the day or days for which such leave is claimed.
- 27.4 For the purpose of this clause continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer; or any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of four weeks.
- 27.5 For the purpose of subclause 27.1 of this clause, service before the date of the coming into force of this award shall be counted as service.

28. Personal/Carer's Leave

28.1 Use of Sick Leave

28.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 27, - 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.

28.1.2 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.

28.1.3 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:
 - (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 sub clause:
 - 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.

28.1.4 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.

28.2 Unpaid Leave for Family Purpose

28.2.1 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 28.1.3(ii) who is ill.

28.3 Annual Leave

28.3.1 Subject to the *Annual Holidays Act, 1944* an employee may elect with the consent of the employer to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

28.3.2 Access to annual leave, as prescribed in 28.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

28.3.3 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.

28.4 Time Off in Lieu of Payment for Overtime

28.4.1 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.

28.4.2 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.

28.4.3 If, having elected to take time as leave in accordance with 28.4.1, 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.

28.4.4 Where no election is made in accordance with the said 28.4.1 employee shall be paid overtime rates in accordance with the award.

28.5 Make-up Time

28.5.1 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.

28.5.2 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.

29. Bereavement Leave

29.1 Leave granted under this clause shall be without deduction of pay to a maximum period not exceeding the number of hours worked by the employee in three ordinary days. An employee other than a casual employee shall be entitled to bereavement leave without deduction of pay on each occasion of the death of a person prescribed in Clause 29.3 below.

29.2 An employee shall be entitled to bereavement leave upon production of satisfactory proof of such death, to leave up to and including the day of the funeral of such relation as prescribed in Clause 29.3 below.

29.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 28.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

29.4 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave of the employee or their rostered day off.

29.5 Bereavement leave may be taken in conjunction with other leave available under 28.2, 28.3, 28.4, 28.5 and 21, Rostered Days Off, of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. Professional Development Leave

30.1 In order to facilitate progression through the classification structure in clause 9 - Classification and Wage Rates - an employee is entitled to five days paid Professional Development Leave in each calendar year, subject to the provisions of this clause.

30.2 Professional Development Leave is only available for the purpose of undertaking continuing education and industry activity programs conducted by or approved for accreditation by Club Management Development Australia (CMDA), Club Managers Association Australia and ClubsNSW.

30.3 The entitlement to paid Professional Development Leave is dependent on:

30.3.1 the employee providing the Club with at least twenty eight days notice or a lesser period as mutually agreed, of the dates on which the employee seeks to take Professional Development Leave;

30.3.2 the granting of leave not unduly affecting the operation of the Club;

30.3.3 the employee agreeing to provide, if requested by the Club, a report outlining the potential benefits of the training undertaken to the operation of the club; and

30.4 The Club may reimburse an employee for any costs associated with undertaking continuing education programs and industry activities conducted or approved by CMDA, CMAA or CLUBSNSW.

31. Reserve Forces Leave

- 31.1 An employee who is a member of the Reserve Forces of Australia, with the approval of the Board, shall be released from duty for two weeks per year for the purpose of undertaking courses of training required by the Reserve Forces.
- 31.2 To become entitled to be released from duty pursuant to 31.1 the employee shall within seven days of receiving notification from the Reserve Forces, unless prevented by accident, illness or other reasonable cause, inform the employer of the dates between which the employee seeks to be released from duty, and failure to comply with this clause shall relieve the employer of the obligations under 31.1.
- 31.3.1 The parties to this award acknowledge and adhere to the provisions of the *Defence Reserve Service (Protection) Act 2001* or any such agreement that rescinds or replaces it.

32. Emergency Service Leave - (SES/RFS)

- 32.1 Where the employee is a member of the State Emergency Service or Rural Bushfire Service and is required to attend at a proclaimed emergency, the employer shall provide the employee with ten (10) days leave per year.
- 32.2 The employer shall reimburse the employee the difference between any amount paid in respect to his/her attendance at such emergency and the amount of salary he/she would have received in respect of the ordinary time had he/she not been on such service.

33. Jury Service

- 33.1 An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of salary or wage the employee would have received in respect of the ordinary time that would have been worked had the employee not been on jury service.
- 33.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service.
- 33.3 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.

34. Accommodation

- 34.1 Where a Club provides accommodation for an employee, an employee and spouse, or an employee, spouse and dependent children, the Club shall be entitled to deduct an amount agreed in writing between the Club and the employee. The amount agreed on is to be increased annually in accordance with the Consumer Price Index.
- 34.2 This clause is made on the understanding that the deduction existing for employees at the date on which the Award takes effect shall not be increased merely as a consequence of the coming into operation of this clause.

35. Uniforms

- 35.1 Where the employer requires a manager to wear a uniform whilst on duty, the employer must reimburse the manager for the cost of purchasing the uniform. The provisions of this sub-clause do not apply where the uniform is paid for by the employer.
- 35.2 Where a uniform is required to be worn by a manager, the employer must pay to the employee an allowance of an amount as set out in Item 3 of Table 2 - Other Rates - and allowances, of Part B Monetary Rates, to cover the costs of laundering the uniform. The provisions of this clause do not apply where the employer arranges for the uniform to be laundered without cost to the manager.

- 35.3 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 property and the value of them. If, when an employee ceases employment, the employee does not return the item/s of uniform and property in accordance with the receipt, the employer will be entitled to deduct the value as stated on the receipt from the employee's wages.
- 35.4 In the case of genuine wear and tear, damage, loss or theft that is not the employee's fault the provisions of clause 35.3 will not apply.
- 35.5 Any disagreement concerning the value of item/s of uniform and property and any other aspect of this clause may be determined by the Grievance and Dispute procedure.

36. Workers' Compensation Insurance and Payments

Where applicable, the actual salary of the manager shall be the rate insured for and the employee, while absent from duty on workers compensation, shall be paid his actual salary.

37. Superannuation

37.1 Definitions

In this clause:

37.1.1 Industry fund shall mean CLUB PLUS, being the Superannuation Scheme registered under Federal Laws.

37.1.2 Eligible employee means:

- (a) a weekly employee (including a part-time employee) employed in the Club industry, subject to the completion of four weeks employment;
- (b) is otherwise a member of Club Plus.

37.1.3 Employed in the club industry means employed to work in a Club where such employment is governed by the terms of this Award.

37.1.4 Ordinary time earnings means:

- (a) in the case of a full-time weekly employee the appropriate rate for the ordinary hours of the week, as prescribed by clause 9 - Classifications and Wage Rates - hereof, together with, if applicable, clause 9.5 - Salaries Exemptions - and Management Agreements;
- (b) in the case of a part-time employee the number of ordinary hours worked in each week multiplied by 1/40th of the weekly rate for the classification;

37.1.5 Trustee shall mean Club Plus Pty Limited or such trustee of the Club Plus as may be appointed from time to time.

37.1.6 Union means the Club Managers' Association, Australia.

37.2 Enrolment

The following conditions are subject to where the employer is already making contributions in excess of those required under federal legislation as provided for in Clause 37.3 below and where the occupational superannuation scheme complies with the Superannuation Industry Supervision Act.

37.2.1 Each employer shall comply with the following:

- (a) distribute application for membership forms and relevant information of Industry Fund to each of the eligible employees;
- (b) as soon as practicable on the completion of the application for membership form by an eligible employee, the employer shall (if they have not already done so) enter into a Deed of Adherence with the trustee acknowledging themselves to be bound by Club plus trust deed; and
- (c) Where the employee is not a member of Club Plus the employer shall attached to the completed application for membership form a letter signed by at least two members of the Executive of the Club's Board of Directors instructing the trustee to;
 - (i) enrol in Club Plus the named employee; and
 - (ii) accept contributions from the date specified in the letter.
- (d) Where the employee is a member of Club Plus, the employer shall forward a letter to the administrator signed by at least two members of the Executive of the Club's Board of Directors instructing the trustee to accept contributions from the date specified in the letter.
- (e) On commencement of employment, an employee who is already a member of Club Plus, shall provide the employer with his or her fund membership number.

37.3 Contributions

37.3.1 The quantum of superannuation contributions shall be in accordance with the relevant legislation, that being the Superannuation Guarantee Charge Legislation.

37.3.2 Each employer shall pay to the trustee an amount equal to the appropriate proportion of the employee's ordinary time earnings in accordance with clause 37.3.1.

37.3.3 An employee may elect to make a voluntary contribution to a Superannuation Fund upon completion of a voluntary contribution deduction authority or a direct contribution remittance form.

37.4 Remitting payments

37.4.1 Each employer shall remit to the trustee of the fund all payments due in respect of their employees immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the trustee and the employer.

37.4.2 Each employer shall remit to the trustee of the fund all payments as authorised by the employee in accordance with the completed voluntary contribution deduction authority or as such other times and in such other manner as may be agreed in writing between the trustee and the employee.

37.5 Exemptions

37.5.1 Where an employer is incapable of complying with this clause on the grounds of extreme incapacity to pay as set out in the wage fixation principles adopted by the Industrial Commission of New South Wales, they may apply to the Commission for exemption from this clause whilst ever the incapacity exists, provided that -

- (a) the employer shall comply with this clause until the matter is determined by the Commission;

(b) such compliance shall be without prejudice to the outcome of the application.

37.5.2 Notwithstanding the provisions of this subclause, the employer and the Club Managers Association may, by mutual consent, agree in writing to observe other conditions in order to meet special cases.

38. Termination of Employment

38.1 Notice of termination by employer

38.1.1 The employment of a full-time or part-time employee shall not be terminated (except for the provision of 38.1.5) without giving to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Up to and including 6 months	1 week
Over six months service	4 weeks

38.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

38.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

38.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

38.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including serious misconduct or failure to carry out a lawful and reasonable instruction of the Board of Directors or the duly appointed representative of the Board.

38.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

38.2 Notice of termination by an employee

38.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

38.2.2 If an employee fails to give notice the employer has the right to withhold and/or deduct monies due to the employee, excluding accrued annual and long service leave entitlements due at the time of termination, to a maximum amount equal to ordinary time rate of pay for the period of notice.

38.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to two 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.

38.4 Procedural Fairness

38.4.1 An employer shall not terminate the services of any employee for reasons of conduct or performance unless:

- (a) The employee has been provided prior to the termination with full particulars verbally or in writing, of all allegations against the employee;
- (b) The employee has been given the opportunity to defend himself or herself against all allegations relied upon by the employer.

38.4.2 An employee whom at the direction of the employer is instructed not to attend for duty whilst the procedures of Clause 38.4.1 are being implemented or further enquires are being made shall, during such absence, be paid the equivalent to the weekly salary or part thereof.

38.4.3 Should the employer elect to suspend the employee from duties the process must be completed in a timely fashion. In the event the employee is suspended for a period in excess of 10 working days, the employee shall inform the Association and the employer shall inform the ClubsNSW.

39. Grievance & Disputes Procedure

39.1 Procedures relating to grievances of individual employees

39.1.1 The employee or the Association on behalf of its member is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

39.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

39.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussions, the employer must provide a response to the employee's grievance including reasons.

39.1.4 While a procedure is being followed, normal work must continue.

39.1.5 The employee may be represented by the CMA, and the employer may be represented by ClubsNSW, at any stage during this process.

39.2 Procedures relating to disputes etc. between employers and their employees

39.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

39.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

39.2.3 While a procedure is being followed, normal work must continue.

39.2.4 The employer may be represented by the ClubsNSW and the employee may be represented by the CMA for the purpose of each procedure.

40. Redundancy

40.1 Application

40.1.1 This clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 9, Classifications.

40.1.2 The provisions of this clause shall only apply in respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 40.5 of this award.

40.1.3 Notwithstanding anything contained elsewhere in this clause, these provisions 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.

40.1.4 Notwithstanding anything contained elsewhere in this clause, these provisions 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 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.

40.2 Introduction of Change

40.2 Employer's Duty to Notify

40.2.1 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.

40.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers 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.

40.2.3 Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

40.3 Employer's Duty to Discuss change

40.3.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in 40.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

40.3.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 40.3.1 of this clause.

40.3.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.4 Redundancy

40.4.1 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 pursuant to Clause 40.2, "Introduction of Change", and that decision may lead to the termination of employment, the employer shall hold discussions which the employees directly affected and with the union to which they belong.

- (b) The discussion shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 40.4.1(a) of this subclause and shall cover, inter alia, any reason 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 purpose 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, 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.

40.5 Termination of Employment

40.5.1 Notice of Changes in Production, Program, Organisation or Structure.

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 Clause 40.4.1 of this award.

- (a) 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
Up to and including 6 months	1 week
More than 6 months	4 weeks

- (b) 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.
- (c) 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.

40.5.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with Clause 40.4.1 of this award:

- (a) In order to terminate the employment of an employee, the employer shall give to the employee 3 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 Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

40.5.3 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.

40.5.4 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.

40.5.5 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.

40.5.6 Notice to Commonwealth Employment Service (Jobs Network)

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service (Jobs Network) 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.

40.5.7 Department of Social Security (Centre Link) 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 the Department of Social Security (Centre Link).

40.5.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 40.4.1 of this award, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

40.6 Severance Pay

Where an employee is to be terminated pursuant to Clause 40.5 of this award, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

Years of Service Age	Under 45 Years of 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

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

Years of Service and	45 Years of Age 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

40.6.3 "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, exemption rates and allowances paid pursuant to this Award.

40.7 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 Clause 40.6 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in Clause 40.6 above will have on the employer.

40.8 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 Clause 40.6 if the employer obtains acceptable alternative employment for an employee.

40.9 Grievance and Dispute Resolution Procedures

Procedure Relating to Grievance of Individual Employees shall be dealt with in accordance with the provisions contained in clause 39 of this award.

41. Structural Efficiency

41.1 Employees shall carry out all functions within their capacity to perform, and may be required from time to time to carry out other duties of a lower classification or duties of other employees employed at the Club, where this is reasonably required, such as during unexpected busy trading periods, special functions, or where existing staff resources are deemed to be inadequate.

41.2 Nothing in this clause shall allow an employer to continually or unreasonably require an employee to perform duties as indicated in subclause 41.1 or to reduce work normally available to employees engaged at either a lower level or pursuant to a distinct and separate industrial instrument. Employees Classified in accordance with Clause 9 of this award shall not be rostered to perform work of any kind of an employee engaged at either a lower level or pursuant to a distinct and separate industrial instrument

42. Further Negotiations

The parties to the award may agree to re open negotiations in order to review wages (Table 1.2 of Part B Monetary Rates), during the term of this award with a view to reaching agreement on increasing flexibility in the following areas:

- | | |
|---------------|-------------------------------------|
| Clause 7(7.2) | 'Exemptions' |
| Clause 8 | 'Enterprise flexibility provisions' |

Clause 9	'Classifications and Wage Rates' (consideration compliance with the provisions of Sections 34A-34E of the <i>Registered Clubs Act 1976 (Registered Clubs Amendment Act 2003)</i>).
Clause 19	'Hours of Work'
Clause 20	'Meal Breaks and Allowances'
Clause 21	'Rostered Days Off';
Clause 22	'Overtime'
Clause 40	'Redundancy'

and such other areas as the parties see as appropriate.

PART B

MONETARY RATES

The following rates of salary shall be the minimum annual amount payable to employees within the named classification levels:

Table 1.1

From the first pay period commencing on or after 4 January 2006. (3.2%)

Classification level	1/05 \$	+ 30% \$	+ 50% \$
Level A	40,896	53,165	61,344
Level B	42,446	55,180	63,669
Level C	43,996	57,195	65,994
Level D	46,169	60,020	69,254
Level E	50,822	66,069	76,233
Level F	58,575	76,148	87,863
Level G	67,883	88,248	101,825

Table 1.2

From the first pay period commencing on or after 4 January 2007 (3.2%)

Classification Level	1/ 06 \$	+30% \$	+50% \$
Level A	42,205	54,867	63,308
Level B	43,804	56,945	65,706
Level C	45,404	59,025	68,106
Level D	47,646	61,940	71,469
Level E	52,448	68,182	78,672
Level F	60,449	78,584	90,674
Level G	70,055	91,072	105,083

B. This order shall come into force from the first pay period to commence on or after 4 January 2006 and shall remain in force for a period of twelve months.

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	Clause 17.1	Vehicle allowance - Per kilometre Maximum payment in one week	0.63 277.00
2	Clause 20.2, 20.3, 20.4.	Meal Allowance	10.00 per shift

3	Clause 34.2	Laundry Allowance	10.00 per week
4	Clause 7.2	Gross annual revenue of a club below which this award does not apply	\$500,000.00

APPENDIX A

TRAINING REQUIREMENTS

This appendix shows how the Training Requirements for the classification guidelines issued through Tourism Training Australia, the Hospitality Industry Training Advisory Board (ITAB).

It is included as an appendix for the information of employers and employees only and shall not otherwise be used in construing the meaning of the award.

The training requirements which follow are based on the seven level classification structure inserted into Clause 9.1 Club Managers (State) Award 2006.

The suggested units referred to at each level are those detailed in the "Hospitality Training Package" prepared by Tourism Training Australia. Hospitality Industry units of an equivalent standard may be substituted within the guidelines issued through Tourism Training Australia.

As well as undertaking a formal training course approved by the Department of Education, Science and Training, training requirements can be met by current skills being formally assessed and recognised under the Recognition of Prior learning (RPL) system approved by Tourism Training Australia.

LEVEL 'A' MANAGER

THHGFA06A	Interpret Financial Information
THHGGA06B	Receive and Store Stock
THHGGA07B	Control and Order Stock
THHGLE01B	Monitor Work Operations
THHGLE02B	Implement Workplace, Health, Safety and Security Procedures
THHGLE08B	Lead and Manage People
THHGGA02B	Perform Office Procedures
THHGFA01B	Process Financial Transactions
BSBCMN213A	Produce Simple Word Processed Documents
THHGHS03B	Provide First Aid

Satisfies requirements for National Certificate IV

LEVEL B MANAGER

Competencies from Levels A plus:

THHGCS08B	Establish and Conduct Business Relationships
THHGLE03B	Develop and Implement Operational Plans
THHGLE04B	Establish and Maintain a Safe and Secure Workplace
THHGLE05B	Roster Staff
THHGLE09B	Manage Workplace Diversity
THHGLE13B	Manage Finances within a Budget
THHGLE14B	Prepare and Monitor Budgets
THHGLE20B	Develop and Update the Legal Knowledge required for Business Compliance
THHGCS06B	Plan and Implement Sales Activities
THHGLE10A	Manage Workplace Relations
THHGGA05A	Plan and Manage Meetings
THHGGA08A	Plan and Establish Systems and Procedures
THHGCS04B	Make Presentations
THHADG01B	Analyse and Report on Poker Machine Data

Satisfies requirements for a National Diploma

LEVEL C MANAGER

Competencies for Levels A and B plus:

THHGLE06B	Monitor Staff Performance
THHGLE07B	Recruit and Select Staff
THHGLE12B	Develop and Manage Marketing Strategies
THHGLE11B	Manage Quality Customer Service
THHADG01A	Develop and Manage Gaming Activities

LEVEL D MANAGER

Competencies for Levels A, B, C plus:

THHGLE15B Manage Financial Operations

THHGLE16B Manage Physical Assets

LEVEL E MANAGER

Competencies for Levels A,B,C,D plus

THHGLE19A Develop and Implement a Business Plan

THHGLE17A Manage and Purchase Stock

Satisfies the requirements for a National Advanced Diploma

LEVEL F MANAGER

Competencies for Levels A, B,C, D, and E

LEVEL G MANAGER

The training requirements are as for a Level E Manager and additionally where duties are clearly within the scope of this level

Training Package Code by Level

Training Package Code by Level

Code	Training Package Title	Level
THHGFA06A	Interpret Financial Information	A
THHGGA06B	Receive and Store Stock	A
THHGGA07B	Control and Order Stock	A
THHGLE01B	Monitor Work Operations	A
THHGLE02B	Implement Workplace, Health, Safety and Security Procedures	A
THHGLE08B	Lead and Manage People	A
THHGGA02B	Perform Office Procedures	A
THHGFA01B	Process Financial Transactions	A
BSBCM213A	Produce Simple Word Processed Documents	A
THHGCS08B	Establish and Conduct Business Relationships	B
THHGLE03B	Develop and Implement Operational Plans	B
THHGLE04B	Establish and Maintain a Safe and Secure Workplace	B
THHGLE05B	Roster Staff	B
THHGLE09B	Manage Workplace Diversity	B

THHGLE13B	Manage Finances within a Budget	B
THHGLE14B	Prepare and Monitor Budgets	B
THHGLE20B	Develop and Update the Legal Knowledge required for Business Compliance	B
THHGCS06B	Plan and Implement Sales Activities	B
THHGLE10A	Manage Workplace Relations	B
THHGGA05A	Plan and Manage Meetings	B
THHGGA08A	Plan and Establish Systems and Procedures	B
THHGCS04B	Make Presentations	B
THHADG01B	Analyse and Report on Poker Machine Data	B
THHGLE06B	Monitor Staff Performance	C
THHGLE07B	Recruit and Select Staff	C
THHGLE12B	Develop and Manage Marketing Strategies	C
THHGLE11B	Manage Quality Customer Service	C
THHADG01A	Develop and Manage Gaming Activities	C
THHGHS03B	Provide First Aid	C
THHGLE15B	Manage Financial Operations	D
THHGLE16B	Manage Physical Assets	D
THHGLE19A	Develop and Implement a Business Plan	E
THHGLE17A	Manage and Purchase Stock	E

M. SCHMIDT J.

Printed by the authority of the Industrial Registrar.

(1231)

SERIAL C4209**PACIFIC POWER EMPLOYEES CONSENT AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Residential Business Management Corporation.

(No. IRC 1584 of 2005)

Before The Honourable Justice Wright, President

29 November 2005

VARIATION

1. Delete subclause 5.1 Salaries, of the award published 6 June 2003, (339 I.G. 784) and insert in lieu thereof the following:

5.1 Salaries -

The ordinary weekly salaries and the operative date for the classifications covered by this Award based on a 35 hour week are:

Salary Point	From the first pay period on or after 26 November 2001 \$ per week	From the first pay period on or after 15 November 2003 \$ per week	From the first pay period on or after 15 November 2004 \$ per week
1	303.40	320.40	339.40
2	351.70	368.70	387.70
3	399.80	416.80	435.80
4	448.20	465.20	484.20
5	472.20	489.20	508.20
6	496.00	513.00	532.00
7	518.90	535.90	554.90
8	542.80	559.80	578.80
9	567.40	584.40	603.40
10	593.30	610.30	629.30
11	621.20	638.20	657.20
12	650.70	667.70	686.70
13	681.30	698.30	717.30
14	713.50	730.50	749.50
15	746.90	761.90	780.90
16	782.20	797.20	816.20
17	809.40	824.40	843.40
18	837.70	852.70	871.70
19	866.40	881.40	900.40
20	896.40	911.40	930.40
21	927.70	942.70	961.70
22	959.80	974.80	993.80
23	993.00	1,008.00	1,027.00
24	1,027.40	1,042.40	1,061.40
25	1,062.90	1,077.90	1,096.90
26	1,099.90	1,114.90	1,133.90
27	1,138.00	1,153.00	1,172.00
28	1,177.50	1,192.50	1,211.50
29	1,218.10	1,233.10	1,252.10
30	1,260.50	1,275.50	1,294.50
31	1,304.10	1,319.10	1,338.10
32	1,349.40	1,364.40	1,383.40

33	1,396.00	1,411.00	1,430.00
34	1,444.40	1,459.40	1,478.40
35	1,494.60	1,509.60	1,528.60
36	1,546.30	1,561.30	1,580.30
37	1,600.20	1,615.20	1,634.20
38	1,655.30	1,670.30	1,689.30
39	1,712.80	1,727.80	1,746.80
40	1,772.10	1,787.10	1,806.10

The increases granted in accordance with the 2003 State Wage Case (2003) 121 IR 446, being a \$17.00 per week increase in award rates up to and including \$731.80 per week and a \$15.00 per week increase in award rates above \$731.80 per week shall apply from the first full pay period to commence on or after 15 November 2003 for a period of 12 months. A further increase in accordance with the 2004 State Wage Case (2004) 132 IR 190, being \$19.00 per week shall apply from the first full pay period to commence on or after 15 November 2004.

1. Any payments made to an employee or an ex employee of the Appellant pursuant to these Orders will include an additional component for interest at Supreme Court of New South Wales rates, being 9%, for the period 17 March 2005 to 29 August 2005.
2. In relation to superannuation contributions for those employees and ex employees of the Appellant in accumulation schemes, 9% interest will be paid on the additional superannuation contributions payable on the wage increases pursuant to these Orders. For employees and ex employees of the Appellant in defined benefit schemes, no additional interest payment will be made. This is because the defined benefit scheme 'late payments policy' will be applied in any event by the Superannuation Trustees. The late payments policy recalculates the benefit and charges the employer interest calculated at the fund earning rate on the difference between the new calculation and the earlier calculation.
2. This variation shall take effect on and from 29 November 2005.

F. L. WRIGHT *J, President.*

Printed by the authority of the Industrial Registrar.

(1231)

SERIAL C4219

PACIFIC POWER EMPLOYEES CONSENT AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 4142 of 2005)

Before The Honourable Mr Deputy President Harrison

24 November 2005

REVIEWED AWARD

The Industrial Relations Commission of New South Wales orders that the Pacific Power Employees Consent Award 2002 published 6 June 2003 (339 I.G. 784) as varied, be rescinded on and from 24 November 2005.

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

(677)

SERIAL C4223**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5581 of 2005)

Before Mr Deputy President Sams

17 November 2005

VARIATION

1. Delete item 34 of Table 7, Allowances, and Tables 8 and 9 of the award published 20 April 2000 (315 I.G. 192) and insert in lieu thereof the following:

Table 7 - Allowances

Item	Clause	Brief Description	Rate \$
34	2.17	Garaging	20.30 per week

Table 8 - Travelling And Living Away Allowances (Clause 7)

Item	Clause	Brief Description	Rate \$
1	7.4.3	Overnight Expenses	37.20 per day
2	7.6	Weekend/holiday expenses	34.55 per day
3	7.7	Camping out - weekly	80.25 per week
4	7.7	Camping out - daily	11.65 per day

Table 9 - Meal Allowances (Clause 8)

Clause 8.2.1	Meal Allowance	10.45
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2. This variation shall take effect from the first pay period to commence on or after 13 November 2005.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

(677)

SERIAL C4355**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5581 of 2005)

Before Mr Deputy President Sams

17 November 2005

VARIATION

1. Delete clause 2A, Commitment, of the award published 20 April 2000 (315 I.G.192), and insert in lieu thereof the following:

2A. Commitment

The wage increases arising under this award may be offset against any existing over award payments. The Union will not seek any increase in award rates that would be effective prior to 13 November 2006.

2. Delete Tables 1 to 6, items 1 to 33 of Table 7, and Table of Part B, Monetary Rates of the said award and insert in lieu thereof the following:

Table 1 - Wages (Clause 1.1 - General Rates)

	Rate Per Week
	\$
Transport Worker Grade One:	562.40
Transport Worker Grade Two:	579.50
Transport Worker Grade Three:	591.40
Transport Worker Grade Four:	601.80
Transport Worker Grade Five:	628.50
Transport Worker Grade Six:	635.20
Transport Worker Grade Seven:	655.50
Transport Worker Grade Eight:	697.00

Table 2 - Wages (Clause 1.2 Mobile Cranes &c. Rates)

	Rate Per Week
	\$
(i) Mobile Cranes:	
Grade A:	691.40
Grade B:	708.00
Grade C:	724.40
Grade D:	740.70
Additional Amount	15.27
(ii) Mobile Hydraulic Platforms:	
Grade A:	627.30
Grade B:	631.00
Grade C:	655.20
Grade D:	671.90
Grade E:	691.40
Additional Amount	1.48

Grade F:	691.40
(iii) Crane Offsider	691.40
(iv) Advanced Crane Offsider	724.40

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)

	Rate Per Week
	\$
Grade A:	639.60
Grade B:	659.70
Grade C:	671.60
Grade D:	680.10
Grade E:	686.90
Grade F:	714.30

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)

	Rate Per Week
	\$
Grade A:	617.20
Grade B:	631.00
Grade C:	655.20
Grade D:	671.90
Grade E:	691.40
Additional Amount	1.48

Table 5 - Wages (Clause 1.5 - Furniture Removals)

	Rate Per Week
	\$
Furniture Removalist Offsider	568.70

Table - 6 Wages (Clause 1.6 - Chauffeurs)

	Rate Per Week
	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	567.50

Table 7 - Allowances

Item	Clause	Brief Description	Rate
			\$
1	2.1	Furniture Removals	24.80 per week
2	2.2.1	Driving agitator trucks	0.49 per hour
3	2.2.1	Maximum Payment - agitator trucks	19.02 per week
4	2.2.2	Delivery/placement of concrete rate	1.58per hour
5	2.3	Leading hands	29.94 per week
6	2.4	Collecting butchers bones, fat etc.	6.20 per week
7	2.5	Extra Horses	15.57 per horse per week
8	2.6	Working in forests	19.54 per week
9	2.7.1.2	Long/wide loads	1.55 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	6.20 per day
11	2.7.1.3	Long/wide loads	2.90 per hour or
12	2.7.1.3	Long/wide loads - minimum payment	11.63 per day

13	2.7.2	Rear-end steering	4.27 per hour or Part thereof
14	2.7.2	Rear-end steering - minimum payment	16.98 per day
15	2.8	HIAB cranes etc.	27.28 per week
16	2.9	Removal and delivery of furniture etc.	4.95 per day or Part thereof
17	2.10	Handling diapers - weekly employees	2.07 per week
18	2.10	Handling diapers - casual employees	0.40 per day
19	2.11	In charge of plant	14.63 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	4.73 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	6.58 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	9.55 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	13.89 per week
24	2.12.5	Collecting moneys - \$600	18.50 per week
25	2.13.1	Carrying goods - on the level	0.90 per tonne or part thereof
26	2.13.2	Carrying goods - upstairs	1.38 per tonne
27	2.14	Carrying salt	0.90 per tonne or part thereof
28	2.15.1.1	Obnoxious materials - soda ash etc.	0.83 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.65 per hour
30	2.15.2	Obnoxious materials - loading and Unloading	0.83 per hour
31	2.15.3	Obnoxious materials - transportation	0.46 per hour
32	2.15.7	Obnoxious materials - blast furnaces etc	0.68 per hour
33	2.16	First Aid	2.00 per day

Table 10 - Long Distance Rates (Clause 14)

1. Transport Worker Grade 7 and below 29.54 cents per km
2. Transport Worker Grade 8 31.03 cents per km
3. This variation shall take effect from the first pay period to commence on or after 17 November 2005.

P. J. SAMS *D.P.*

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(0679)

SERIAL C4333

**TRANSPORT INDUSTRY - TOURIST AND SERVICE COACH
DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6522 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Item 4 of Table 2 - Other Rates and Allowances, of Part G, Monetary Rates of the award published 18 August 2000 (317 I.G. 1079), and insert in lieu thereof the following:

Item No	Clause No.	Brief Description	Amount \$
4	9(vi)	Meal allowance	10.41
		For each subsequent meal	10.41

2. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS J.

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(679)

SERIAL C4032

TRANSPORT INDUSTRY - TOURIST AND SERVICE COACH DRIVERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Transport Workers' Union of New South Wales, industrial organisation of employees.

(No. IRC 4537 of 2005)

Before The Honourable Justice Marks

15 September 2005

VARIATION

1. Delete Tables 1 and 2 of part G, Monetary Rates, of the award published 18 August 2000 (317 I.G. 1079), and insert in lieu thereof the following:

Table 1 - Wages

Weekly Wage: \$571.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)	Driver to issue tickets and collect fares	\$2.08 per day additional
2	2(iii)	Driving instructor allowance	\$5.36. per day additional
3	2(iv)	Kosciusko National park allowance	\$5.36 per day extra
4	9(vi)	Meal allowance For each subsequent meal	\$9.33 \$9.33
5	14(ii)a	Employer contribution to superannuation for permanent full-time staff	\$18.55 per week
6	14(ii)b	Employer contribution to superannuation for permanent part-time and casual staff	\$3.71 for each 7.6 hours worked, up to a maximum of \$18.55 per week
7	28(ii)	Allowance in lieu of gum boots issue	\$0.63 per week
8	28(iii)	Winter clothing allowance	\$5.21 per day

2. This variation shall take effect from the first full pay period to commence on or after 15 September 2005.

F. MARKS J.

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(0608)

SERIAL C4331**TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE)
AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6523 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Items 6 and 9 of Table 2 - Allowances, of Part B, Monetary Rates, of the award published 11 May 2001 (324 I.G. 722), and insert in lieu thereof the following:

Item No.	Clause	Brief Description	Amount \$
6	15.5	Meals	10.45
9	31.1	First Aid	1.95

2. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS *J.*

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(675)

SERIAL C4330**TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6527 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Items 6, 7, 8, 9, 10, 16 and 17 of Table 4 - Additional Payments and Allowances, of Part B, Monetary Rates, of the award published 15 September 2000 (318 I.G. 806), and insert in lieu thereof the following:

Item	Clause	Description	Rate \$
6	13(b)(iv)(c)	Travelling and living away expenses	34.35 per day
7	13(b)(v)	Weekend/Holiday Expenses	31.90 per day
8	13(b)(vii)	Camping Out Allowance (Weekly)	74.05 per week
9	13(b)(vii)	Camping Out Allowance (less than 7 days)	10.80 per day
10	13(c)	Garaging or stabling	17.95 per week
16	23(i)	Meal Allowance	10.45 per meal
17	23(ii)	Breakfast Allowance - (Confection Shops Only)	10.45 per meal

2. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS J.

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HEALTH MANAGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, industrial organisation of employees.

(No. IRC 3354 of 2002)

Before Commissioner McLeay

9 December 2004

VARIATION

1. Delete the Arrangement of the award published 6 November 1998 (307 I.G. 73) and insert in lieu thereof the following:

Arrangement**PART A**

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

PART B**MONETARY RATES**

Table 1 - Salaries
Table 2 - Classification Levels
Table 3 - Transitional Table

2. Insert after the clause 8, Area, Incidence and Duration, the following new clause:

9. Leave Reserved

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

3. Insert after Level 5 of Table 1 - Salaries, Part B, Monetary Rates, the following new classification and rates of pay:

Level 6	From			101,000
	To			110,500

4. Delete from Table 2 - Classification Levels, of Part B, Monetary Rates, the table for Health Manager Level 5 and insert in lieu thereof the following:

Health Manager Level 5

Grading Characteristics, Skills and Attributes

- (a) Authority and Accountability:

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

Recommend service priorities

Exercise judgement within delegations

Formulate policy and deliver programs in line with performance agreement

Involvement in the development of long-term strategies

Report directly to a member of the area executive

Budget management and responsibility for significant budget amount

or

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

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

- (b) Judgement and Problem-Solving:

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

Frequent resolution of unusual and complex problems

Develop business strategies and business plans

Develop ideas, optional action plans, courses of action

Anticipate and resolve problems in a challenging and dynamic environment

Seek advice when there is no existing policy or precedent

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

Sound ability to solve problems using innovative, creative solutions

High level of technical expertise

Provision of high level of expert advice and sound judgement

Independent decision-making; exercising independent judgement

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

Actively develop strategic partnerships

(c) Leadership and Management Skills:

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

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

Actively monitors progress towards the achievement of the strategic vision

Achieve set objectives

Resolve conflict

Address and prioritise competing demands

Lead and manage organisation change on an area-wide basis

Build appropriate organisation values and culture

Anticipate problems and develop contingency strategies to meet complex situations

Applies intellectual rigour to all aspects of their work

(d) Personal and Interpersonal Skills:

Provide specialist advice

Lead persuade, motivate and negotiate at senior levels

Ability to deal with people at all levels

Communicate and liaise effectively at all levels within the organisation

Spokesperson for area of responsibility (media, public)

Effective community liaison and communication

Effectively self-manages

Innovative and lateral thinker

Flexible and responsive

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

Articulates and promotes the organisation's vision and goals

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

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes and Performance:

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

Significant impact on service/hospital achievements and targets

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsible for Area-wide service delivery

Health Manager Level 6

Grading Characteristics, Skills and Attributes

(a) Authority and Accountability:

Able to make decisions assessing the 'measured risk'

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

Exercise judgement - in broad context

Accountable for policy and delivery of programs

Authorised to commit AHS to course of action

Develop long-term strategies

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

Budget management and responsibility for a very significant and complex budget

or

Responsibility for a complex inter/intra-Area Health Service unit

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

(b) Judgement and Problem-Solving:

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

Manage the resolution of unusual and complex systemic problems

Define business and strategic plans based upon current and future directions

Develop ideas and define action plans and courses of action

Resolve problems in a challenging and dynamic environment

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

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

High level of technical expertise

Highly regarded as an authority and provider of sound advice

High level independent decision-making

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

Actively develops strategic partnerships

(c) Leadership and Management:

Provide leadership, management and direction

Actively contributes to shaping the organisation's strategic plan

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

Actively monitors progress towards achievement of the strategic vision

Achieve objectives

Resolve conflict

Address and prioritise competing demands

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

Build appropriate organisation values and culture

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

Ability to sell and successfully implement difficult decisions

Applies intellectual rigour to all aspects of their work

(d) Personal and Interpersonal Skills:

Provide expert advice

Lead, persuade, motivate, negotiate at senior levels

Ability to deal with people at all levels

Spokesperson for area of responsibility (media, public)

Effective communication and community liaison

Effectively self-manages

Innovative and lateral thinker

Flexible and responsive

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

Articulates and promotes the organisation's vision and goals

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

Provides effective role-modelling

Celebrates achievements and encourages innovation

(e) Outcomes and Performance:

Formal performance agreement with the CEO (KRAs)

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

Formal performance agreements with direct reports

Achievement of best practice

Monitoring and compliance with all professional standards

Responsibility for Area-wide and intra-Area service delivery

5. The above variation will take effect from the beginning of the first pay period to commence on or after 9 December 2004.

J. McLEAY, Commissioner.

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(387)

SERIAL C4329**ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6525 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete clause 31, Arbitrated Safety Net Adjustments, of the award published 8 December 2000 (320 I.G. 1114) and insert in lieu thereof the following:

31. Arbitrated Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

- 31.1 any equivalent overaward payments; and/or
- 31.2 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 - Rates of Pay**

Classification	Former Total Wage Rate Per Week \$	State Wage Case 2005 \$	New Total Wage Rate Per Week \$
Van Salesperson on rounds	545.70	17.00	562.70
Motor Wagon Driver	540.60	17.00	557.60
Checker/Loader	513.10	17.00	530.10
Checker	512.20	17.00	529.20
General Hand	493.30	17.00	510.30

Junior Assistants	Former Rate \$	New Rate (SWC 2005 - 3%) \$
Under 17 years of age	197.82	203.75
At 17 years of age	242.66	249.94
At 18 years of age	296.42	305.31
At 19 years of age	343.00	353.29
At 20 years of age	424.59	437.33

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount (SWC 2005 - 3%*) \$
1	9.1.2 (1)	Semi-trailer with single axle	28.70 per wk	29.56 per wk
	9.1.2 (2)	Semi-trailer with two axle	36.50 per wk	37.60 per wk
	9.1.2 (3)	Semi-trailer with more than two axles	43.04 per wk	44.33 per wk
2	9.3.1	Junior employee- required to drive vehicle from time to time with Class 1 driving licence	28.56 per wk	29.42 per wk
3	10.4	Meal Allowance	9.93	10.70
4	11.1	Morning shift	8.61 per shift	8.87 per shift
		Afternoon shift	11.28 per shift	11.62 per shift
		Night shift	14.21 per shift	14.64 per shift
		Permanent afternoon shift or permanent night shift	3.78 per shift extra	3.89 per shift extra
5	29.1	Laundry Allowance	6.30 per week	6.40 per week

*NB: Items 3 and 5 are CPI based allowances (up to September quarter period 2005)

3. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS J.

Printed by the authority of the Industrial Registrar.

(1577)

SERIAL C4201

AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Administration Corporation.

(No. IRC 5458 of 2005)

Before The Honourable Justice Schmidt

2 November 2005

VARIATION

1. Delete clause 23, Maternity, Paternity And Adoption Leave of clause 1, Arrangement, of the award published 25 May 2001 (324 I.G. 1210), and insert in lieu thereof the following:

23. Maternity, Adoption And Parental Leave

2. Delete subclause (g) of clause 2, Objectives of The Award, and insert in lieu thereof the following:

(g) This award gives effect to the wage increases and other matters agreed between the parties as set out in the Memorandum of Understanding between the parties dated 23 September 2005."

3. Delete subclauses (c), (d), (e) and (f) of clause 6, Wages, and insert in lieu thereof the following:

(c) The following wage increases are provided for in this Award in accordance with the Memorandum of Understanding between the parties dated 23 September 2005:

(i) Operations Centre Communication Assistants:

3% from the first full pay period commencing on or after 1 October 2004, and

3% from the first full pay period commencing on or after 1 July 2005.

(ii) All Classifications except Operations Centre Communication Assistants:

4% from the first full pay period commencing on or after 1 July 2004, and

4% from the first full pay period commencing on or after 1 July 2005.

The above wage increases will only be paid to those employees who are currently employed in classifications covered by the Award at the date of making this Award variation.

4. Delete clause 23, Maternity, Paternity and Adoption Leave, and insert in lieu thereof the following:

23. Maternity, Adoption and Parental Leave

Employees shall be granted Maternity, Adoption and Parental Leave on such terms and conditions as prescribed by the Service's Instructional Circular 05/16 as amended by the Corporation from time to time.

5. Delete clause 32, No Extra Claims, and insert in lieu thereof the following:

32. No Extra Claims

- (a) The parties agree that the wage increases and enhancements to leave conditions set out in this Award recognise and cover all work value change and productivity gains for the period up to 1 July 2004 or 1

October 2004 in the case of Operations Centre Communication Assistants, and extinguish all work value, special case or other claims prior to those dates for NSW Health employees covered by the Union.

- (b) The parties agree that during the term of the Memorandum of Understanding between the parties dated 23 September 2005, there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered by the Union, and further that no proceedings, claims or demands concerning wages or conditions of employment in respect of those employees will be instituted before the Industrial Relations Commission of New South Wales or any other arbitral tribunal. This agreement encompasses the introduction of new technologies provided for in the Memorandum of Understanding of 23 September 2005.
- (c) Paragraphs (a) and (b) above are subject to the agreement that the Union has leave reserved to pursue a work value case arising from any technological changes beyond Phase 4 of the Pro Q&A system that result in increased work value for Operations Centre Communication Assistants.
- (d) In the event that a claim as set out in paragraph (c) above proceeds to arbitration before the Industrial Relations Commission of New South Wales, the Corporation will submit that any wage increases or other enhancements that may be awarded by the Commission will operative prospectively from the date of such decision.
- (e) In the event that a claim as set out in paragraph (c) above proceeds to arbitration before the Industrial Relations Commission of New South Wales, the Corporation will submit to the Commission that:
- (i) any increases that the Commission may contemplate awarding should take account of the quantum of increases contained in the Memorandum of Understanding dated 23 September 2005, which reflects a significant component over and above that required to maintain real wage levels and cost of living adjustments;
 - (ii) this component is intended to compensate inter alia, for work value change and past productivity for the NSW Health employees covered by the Memorandum of Understanding dated 23 September 2005; and
 - (iii) the Commission should take account of the above two considerations in assessing the merits of any application brought by the Union pursuant to paragraph (c) above and the quantum of any increases it may award.
6. Delete clause 38, Classification Structure, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

38. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date. The following wage increases will only be paid to those employees who are currently employed in classifications covered by the Award at the date of making this Award variation.

Classification	Rate at 01/07/2004 4% \$ per week	Rate at 01/07/2005 4% \$ per week
Administrative Assistant - Junior		
1st Year or at 16 Years	446.90	464.80
2nd Year or at 17 Years	466.80	485.50

Administrative Assistant - Grade 1		
1st Year	500.60	520.60
2nd Year	511.60	532.10
3rd Year	524.60	545.60
4th Year	547.40	569.30
5th Year	566.80	589.50
Administrative Assistant - Grade 2		
1st Year	587.30	610.80
2nd Year	601.00	625.00
3rd Year	610.90	635.30
4th Year	624.80	649.80
Administrative Assistant - Grade 3		
1st Year	636.40	661.90
2nd Year	653.10	679.20
3rd Year	680.80	708.00
4th Year	695.80	723.60
Administrative Assistant - Grade 4		
1st Year	711.20	739.60
2nd Year	726.20	755.20
3rd Year	741.60	771.30
4th Year	757.00	787.30
Pay Clerks - Grade 3/4		
1st Year	728.70	757.80
2nd Year	792.00	823.70
Senior Administrative Assistant - Grade 1		
1st Year	771.70	802.60
2nd Year	790.70	822.30
Senior Administrative Assistant - Grade 2		
1st Year	814.70	847.30
2nd Year	834.90	868.30
Senior Administrative Assistant - Grade 3		
1st Year	862.60	897.10
2nd Year	883.80	919.20
Administrative Officer - Grade 1		
1st Year	916.60	953.30
2nd Year	941.50	979.20
Administrative Officer - Grade 2		
1st Year	957.00	995.30
2nd Year	982.30	1,021.60
Administrative Officer - Grade 3		
1st Year	1,014.00	1,054.60
2nd Year	1,045.20	1,087.00
Senior Administrative Officer - Grade 1		
1st Year	1,087.10	1,130.60
2nd Year	1,118.70	1,163.40
Senior Administrative Officer - Grade 2		
1st Year	1,153.60	1,199.70
2nd Year	1,188.50	1,236.00
Computer Operator - Grade 1		
1st Year	600.20	624.20
2nd Year	615.60	640.20
3rd Year	639.30	664.90
4th Year	655.30	681.50

Computer Operator - Grade 2		
1st Year	660.50	686.90
2nd Year	701.40	729.50
3rd Year	725.70	754.70
Computer Programmer		
1st Year	860.80	895.20
2nd Year	914.70	951.30
3rd Year	1,011.30	1,051.80
4th Year	1,085.10	1,128.50
Operations Centre Assistant Supervisor		
1st Year	758.10	788.40
2nd Year	774.10	805.10
3rd Year	790.50	822.10
4th Year	806.70	839.00
Operations Centre Senior Supervisor		
1st Year	822.60	855.50
2nd Year	842.80	876.50

Classification	Rate at 1/10/04 3% \$ Per week	Rate at 1/7/05 3% \$ Per week
Operations Centre Communications Assistants		
Trainee	708.30	729.50
1st Year	754.60	777.20
2nd Year	771.30	794.40
3rd Year	787.50	811.10
4th Year	804.20	828.30

7. Delete Appendix 1, Memorandum of Agreement.
8. This variation shall take effect from the first full pay period to commence 2 November 2006.

M. SCHMIDT *J.*

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(0665)

SERIAL C4327

TRANSPORT INDUSTRY - MIXED ENTERPRISES INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6518 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Table 5 - Reimbursement-Type Allowances, of Part B, Monetary Rates of the award published 23 November 2001 (329 I.G. 748), as varied and insert in lieu thereof the following:

Table 5 - Reimbursement-Type Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	23.4.3	Overnight expenses	37.20 per day
2	23.5	Weekend/holiday expenses	34.55 per day
3	23.7	Camping out - weekly	80.25 per week
4	23.7	Camping out - daily	11.65 per day
5	24	Garaging	18.95 per week
6	18.2.1	Meals	10.45

2. This variation shall take effect from the first pay period to commence on or after 30 December 2005.

F. MARKS *J.*

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(752)

SERIAL C4354**TRANSPORT INDUSTRY - TRADE WASTE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 6524 of 2005)

Before The Honourable Justice Marks

30 December 2005

VARIATION

1. Delete Items 4, 5 and 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 24 September 2004 (346 I.G. 548), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
4	7(ii)(a)	Meal Allowance	6.15
5	7(ii)(a)	Meal Allowance when overtime cancelled	10.45
7	33	Garaging	18.95

2. This variation shall take effect from the first full pay period to commence on or after 30 December 2005.

F. MARKS *J.*

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(1618)

SERIAL C4343**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA
STEELWORKS) MAINTENANCE AWARD 2004 - 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4165 of 2005)

Before Commissioner Connor

7 November 2005

VARIATION

1. Insert after Clause 33, Dispute Avoidance Procedure, of clause 2, Index, of the award published 17 June 2005 (351 I.G. 919), the following new Appendix A and subject matter:

Appendix A - Disciplinary Protocol

2. Insert after subclause 10.7, of clause 10, Working Arrangements, the following new paragraph:

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours:

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

(Breakdown/Callout Procedure outside of Normal Working Hours)

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7days) after its approval by all the Organisations.

3. Insert after clause 33, Dispute Avoidance Procedure, the following new Appendix A:

APPENDIX A**DISCIPLINARY PROTOCOL**

Agreed process to be followed in the event of potential disciplinary action arising from an OH&S or other incident.

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) (“the Company”); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union (“the Union”).

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. *(Refer to Note 2 below for recommended communication actions at this point)*
2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. *(Refer to Note 3 below for recommended communication actions at this point)*
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so. If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. *(Refer to note 4)*
6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.
4. This variation shall take effect on and from the first pay period to commence on or after 7 November 2005.

P. J. CONNOR, Commissioner.

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(1636)

SERIAL C4342**TRANSFIELD SERVICES (AUSTRALIA) PTY LTD (PORT KEMBLA
STEELWORKS) FACILITY MAINTENANCE AWARD 2004 - 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 4165 of 2005)

Before Commissioner Connor

7 November 2005

VARIATION

1. Insert after Clause 34, Dispute Avoidance Procedure, of clause 2, Index, of the award published 25 March 2005 (349 I.G. 707), the following new Appendix A and subject matter:

Appendix A - Disciplinary Protocol

2. Insert after subclause 10.7, of clause 10, Working Arrangements, the following new paragraph:

10.7.1 Breakdown/Callout Procedure outside of Normal Working Hours:

On Friday 28th October 2005 the Parties to this Award put forward a proposal for endorsement by the employees covered by the Award. The proposal was titled the:

(Breakdown/Callout Procedure outside of Normal Working Hours)

The proposal was endorsed by a valid majority of employees on the following grounds:

That the procedure as presented to the meeting on 28th October 2005 and subsequently endorsed by the meeting be tendered before the Commission on 7th November 2005;

That the Award be varied so as to incorporate this facilitative provision (10.7.1) recognising the abovementioned procedure;

That if at any time during the life of this Award it is necessary for the Parties to vary the procedure by consent, then any variation/s will only have application after they have been documented and endorsed by a properly constituted Delegates meeting and approval has been given by all the Union Organisations party to the Award; and

All employees covered by the Award receive a copy of the variation of the procedure within seven (7days) after its approval by all the Organisations.

3. Insert after clause 34, Dispute Avoidance Procedure, the following new Appendix A:

APPENDIX A**DISCIPLINARY PROTOCOL**

Agreed process to be followed in the event of potential disciplinary action arising from an OH&S or other incident.

The parties to this Agreement are: Transfield Services (Australia) Pty Ltd (BSL Port Kembla Alliance) (“the Company”); the Australian Workers Union, the Electrical Trades Union, the Australian Manufacturing Workers Union (“the Union”).

The parties agree that:

In the event of an incident occurring that has potential disciplinary implications, the following process is agreed. Note that if the incident is of an OH&S nature the appropriate workforce OH&S Committee representative or the OH&S Committee Chairperson and the appropriate workforce representative will be involved in the investigation. If the incident is of a nature other than OH&S, the appropriate workforce representative will be involved in the investigation.

1. At the discretion of the employer, the employee (refer to Note 1 below) concerned may be removed from active duty and given alternate duties while the investigation takes place. In cases where the welfare of the employee or other personnel or workplace harmony may be compromised by the presence of the employee, the employer reserves the right to stand down with pay and remove from site the employee while the investigation takes place. In the event that an employee is stood down with pay in accordance with this clause, the stand down period will not be considered as part of any penalty that may or may not result following the conclusion of the appeal process. *(Refer to Note 2 below for recommended communication actions at this point)*
2. The investigation will involve the appropriate Company representatives and workforce representatives as indicated in the second paragraph above.
3. Once the investigation is completed, if disciplinary action (in the form of unpaid suspension or termination) is the Company decision, the Company will meet with the local area employee representative/s and the relevant Union Official/s to discuss the outcome before action is taken. If suspension or termination is not the decision of the Company, the Company agrees to advise the employee representatives and the union officials of the decision by some other appropriate form of communication.
4. During those discussions, all issues relevant to the incident will be discussed with a view to reaching an outcome that is satisfactory to both parties. At this time the Company will, without prejudice, make available to the delegates and/or union officials all such information pertaining to the incident and the disciplinary decision that it may legally do so. *(Refer to Note 3 below for recommended communication actions at this point)*
5. At this point, the employee and their representative/s may choose to exercise a right of local appeal by making representation to the Company and must notify the Company of its intention to do so. If no appeal is forthcoming, the penalty will be administered immediately. If appealed, the employee and their representative/s must do so as quickly as possible, however in any case no more than 5 working days will be allowed for this process, at the sooner of which time, the resultant penalty will be administered. During the period of this appeal process, the employee will maintain the status that was determined in clause 1 above. *(Refer to note 4)*
6. Regardless of the penalty and the local appeal process, all employees agree to remain on the job without bans or limitations. Should the employee and his representative/s not be satisfied with the outcome of the local appeal process it is agreed that the employee and their representative/s will proceed to the final appeal process via the NSWIRC. Recommendations and/or directions resulting from this final appeal process will be accepted as final by all parties.

Following the conclusion of the investigation and possible local appeal process, management and appropriate employee representative/s will determine the most appropriate method of communicating the facts and outcomes to the workforce with the intent of preventing any possible industrial action.

This agreed process in no way inhibits either the Company, the employee or the Unions from exercising their rights under the terms and conditions of the Award or conditions of employment or any other relevant employment legislation.

The Parties agree that the sole purpose of this agreement is to improve Safety and Performance standards and communication while avoiding any Industrial Disputation, which is recognised as being detrimental to all Parties.

NOTES:

1. For the purposes of stand down or alternate duties only, clause one will apply equally to both monthly and weekly paid employees.
2. Following each serious incident the employer will, as soon as practical, facilitate a communication to all employees regarding the incident. It is intended that this communication will be advice that an incident has occurred, it's nature and that the agreed investigation protocol is preceding. This communication will be channelled through the recognised employee representative and supervisory networks.
3. The communication at this point may involve wider workplace representatives and is intended to provide more detailed information on the progress of the process, or in fact to communicate detailed outcomes.
4. Delaying the determined action in order to allow the appeal process to take place does not prejudice the rights of the Company to take such action, if required, once the appeal process has been completed.
4. This variation shall take effect on and from the first pay period to commence on or after 7 November 2005.

P. J. CONNOR, Commissioner.

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(499)

SERIAL C3984

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Police.

(No. IRC 4473 of 2005)

Before The Honourable Mr Justice Staff

31 August 2005

VARIATION

1. Delete the Arrangement of the award published 7 May 2004 (344 I.G. 324), and insert in lieu thereof the following:

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

2. Delete clause 4, Transitory Arrangements and renumber the clauses in the body of the award to reflect the Arrangement.
3. Delete clause 6, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

5. Salary Sacrifice to Superannuation and Other Benefits

- 5.1 Notwithstanding the salaries prescribed by Clause 3, Salaries and Progression, of this award, an employee may elect, subject to the agreement of the NSW Police, to sacrifice a portion of the salary payable under Clause 3 to additional employer superannuation contributions and/or any other employee benefit(s). Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed thirty (30) percent of the salary payable under Clause 3 or thirty (30) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions and/or other approved officer benefit(s):
- (a) The employee shall be provided with a copy of the signed agreement. The Salary Packaging Agreement may be terminated at any time, at the employee's election. The Salary Packaging Agreement ceases on termination of the employee's service with the NSW Police.
 - (b) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and,
 - (c) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 3 of this award in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the NSW Police's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee elects to salary sacrifice in terms of subclause 6.3 above, the NSW Police will pay or will arrange to have paid the sacrificed amount into the relevant superannuation fund and or towards any other approved officer benefit(s).
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*
- The NSW Police must ensure that the amount of any additional employer superannuation contributions and/or the value of any other approved benefit(s) specified in subclause 6.1 above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation and/or any other approved benefit(s), an employee had entered into an agreement with the NSW Police to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 6.5 above, the NSW Police will continue to base contributions to that fund on the salary payable under Clause 3 to the same extent as applied before the employee sacrificed a portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

4. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B
MONETARY RATES

Table 1 - Salaries

Classification	First Full Pay Period on or after 1/7/2004 \$	First Full Pay Period on or after 1/7/2005 \$	First Full Pay Period on or after 14/7/2006 \$
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience 5 years, less than 6 years post-graduate experience	82,672 86,946	85,979 90,424	89,418 94,041
Police (Forensic) Medical Officer, Grade 2 - 1 st year 2nd year 3rd year and thereafter	95,502 99,774 104,052	99,322 103,765 108,214	103,295 107,916 112,543
Police (Forensic) Medical Officer, Grade 3 - 1 st year 2nd year 3rd year and thereafter	112,606 118,305 124,008	117,110 123,037 128,968	121,795 127,959 134,127
Head, Clinical (Forensic) Medicine Section - 1st year 2nd year	132,559 135,411	137,862 140,828	143,376 146,461

5. This variation shall take effect from the first full pay period commencing on or after 1 July 2004.

C. G. Staff J.

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(2159)

SERIAL C4137

**PRIVATE HOSPITAL AND NURSING HOME NURSES'
SUPERANNUATION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses Association, industrial organisation of employees.

(No. IRC 6872 of 2004)

Before The Honourable Justice Boland

18 October 2005

VARIATION

1. Delete Clause 5, Contributions of the award published 25 June 2004 (345 I.G. 1) and insert in lieu thereof the following:

5. Contributions

(i)

- (a) This subclause shall only apply to employees of:

- (1) private hospitals that are members of the Private Hospitals Association of NSW Inc as at 29 July 2005;
- (2) nursing homes owned by the Moran Health Care Group.
- (3) the Private Hospitals listed below

Manly Waters Private Hospital
Delmar Private Hospital
Eastern Suburbs Private Hospital
President Private Hospital
Hurstville Community Private Hospital
Lithgow Community Private Hospital.
Minchinbury Community Private Hospital

Note: Employers covered by subparagraph (1) will continue to be bound by the provisions of this subclause regardless of whether the employer remains a member of the Private Hospital Association of NSW.

- (b) For qualified employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates
- (ii) For employers who are not the subject of subclause (i) the following shall apply.
- (a) The employer shall make, in respect of qualified employees, superannuation contributions of three per cent of ordinary-time earnings into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates.

- (iii) An employee may nominate one complying fund to which all award and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
 - (iv) Where no such nomination is made before any such contributions become payable, the contributions referred to in subclauses (i)(b) and (ii)(a) of this clause will be paid to the approved fund for that place of employment."
2. This variation shall take effect from the first pay period commencing on or from 29 July 2005.

R. P. BOLAND *J.*

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(1321)

SERIAL C4184

**PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2501 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete Clause 3, No Extra Claims, of the Award published 6 November 1998 (307 IG 70 as varied, and insert in lieu thereof the following:

3. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1, Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

Classification	Rate from 1.7.2004 4% \$
Residential Services Assistant	
1st year of service	667.00
2nd year of service	680.40
3rd year of service	693.60
4th year of service	709.90
5th year of service	722.80

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(1320)

SERIAL C4170

**ROYAL REHABILITATION SERVICE - WEEMALA UNIT
RESIDENTIAL CARE STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2499 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete Clause 3, No Extra Claims, of the award published 6 November 1998 (307 I.G. 70), as varied, and insert in lieu thereof the following:

3. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum..

2. Delete Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 1.7.2004 4% \$
Residential Care Worker	
1st year of service	722.80
2nd year of service	743.50
3rd year of service	767.70
4th year of service	809.70
5th year of service	851.30
6th year of service	896.10
7th year of service	940.50
8th year of service	984.80
9th year of service	1,035.70
10th year of service	1,078.10
Residential Services Assistant	
1st year of service	667.00
2nd year of service	680.40
3rd year of service	693.60
4th year of service	709.90
5th year of service	722.80
Team Leader	
1st year of service	1,029.80
2nd year of service	1,080.90
3rd year of service	1,123.20

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

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(379)

SERIAL C4183**HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2491 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete Clause 5, No Extra Claims, of the award published 6 November 1998 (307 I.G. 56), as varied, and insert in lieu thereof the following:

5. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Rate from 1.7.2004 4% \$
Electronics Technician	
1st year of service	904.10
2nd year of service	935.60
3rd year of service	967.00
4th year of service	1,028.00
Sole Electronics Technician	1,078.10
Senior Electronics Technician	
1st year of service	1,095.50
2nd year of service	1,113.00
Perfusionist - Grade 1	
1st year	1,102.10
2nd year	1,137.70
Perfusionist - Grade 2	
1st year	1,223.70
2nd year	1,264.60
3rd year	1,299.90
4th year	1,442.30
5th year	1,482.30
6th year	1,532.60

7th year	1,579.30
8th year	1,619.00
Perfusionist - Grade 3	
1st year	1,734.50
2nd year	1,777.80
Perfusionist - Grade 4	
1st year	1,825.70
2nd year	1,869.10
Trainee Visual Aids Officer	
1st year of training	399.50
2nd year of training	449.10
3rd year of training	491.10
4th year of training	538.20
5th year of training	591.70
Trainee Technical Officer	
1st year of training	397.00
2nd year of training	444.70
3rd year of training	503.00
4th year of training	553.90
Technical Officer - Grade 1	
1st year	701.20
2nd year	718.10
3rd year	734.20
4th year	751.80
5th year	768.20
6th year	797.20
7th year	823.10
8th year	845.80
Technical Officer - Grade 2	
1st year	904.10
2nd year	935.60
3rd year	967.00
4th year	1,028.00
Senior Technical Officer	
1st year	1,078.10
2nd year	1,095.50
3rd year and Thereafter	1,113.00
Dialysis Technician	
1st year	840.10
Thereafter	865.70
Senior Dialysis Technician	
Grade 1 (Sole Technician)	892.40
Grade 2	922.80
Visual Aids Officer - General Scale	
1st year	662.20
2nd year	696.60
3rd year	731.80
4th year	748.60
5th year	766.00

Visual Aids Officer - Grade 1	
Medical Artists, RPA,RNSH; (I/C Westmead) (2-I/C POW)	840.20
Visual Aids Officer - Grade 2	
Sole Medical Photographer (St.George & Gosford)	875.60
Visual Aids Officer - Grade 3	
Chief Medical Photographer - specific hospitals	976.80
Visual Aids Officer - Grade 4	
Co-ordinator - Audio Visual Services - RNSH	1,013.90
Director of Audio Visual Services	
Royal Prince Alfred and Westmead	1,180.00
Technical Assistant (Orthotic/Prosthetic)-Level 1	
1st year	642.60
2nd Year	655.30
3rd Year	670.40
Technical Assistant (Orthotic/Prosthetic)-Level 2	
1st Year	701.20
2nd Year	718.10
3rd Year	734.20
ORTHOTISTS/PROTHETISTS	
Progression within each Grade shall be on an annual basis, subject to satisfactory performance.	
Orthotist/Prosthetist - Grade 1	
Step 1	704.60
Step 2	758.00
Step 3	803.80
Step 4	861.40
Step 5	905.60
Step 6	952.80
Orthotist/Prosthetist - Grade 2	
Step 1	952.80
Step 2	1,008.50
Step 3	1,059.40
Step 4	1,115.20
Dep.Chief Orthotist/Prosthetist->5 employed	
Step 1	1,176.80
Step 2	1,219.10
Step 3	1,252.20
Chief Orthotist/Prosthetist - Grade 1 (1-5)	
Step 1	1,176.80
Step 2	1,219.10
Step 3	1,252.20
Chief Orthotist/Prosthetist - Grade 2 (6 or more)	
Step 1	1,322.70
Step 2	1,383.80

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2503 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Rename in clause 1, Arrangement, of the award published 18 January 2002 (330 IG 894), as varied, the clause title 7, Maternity and Adoption Leave, to read as "Clause 7, Maternity, Adoption and Parental Leave".

7. Maternity, Adoption and Parental Leave

2. Delete Clause 7, Maternity and Adoption Leave, and insert in lieu thereof the following:

7. Maternity Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:

- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act* 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act* 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

- (ii) Entitlement

- (a) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

- (b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

- (iii) Applications

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

- (iv) Variation after Commencement of Leave

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

- (v) Staffing Provisions

As per maternity leave conditions.

- (vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

- (vii) Return for Less than Full Time Hours

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to return to Previous Position

As per maternity leave conditions.

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
 - (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.
3. Delete Clause 9, Long Service Leave, and insert in lieu thereof the following:

9. Long Service Leave

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

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

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

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

- (ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

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

- (c) Service shall not include -

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

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

- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.

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

- (a) a period of leave on full pay - the number of days so taken;
- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.

- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

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

- (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.
4. The variations takes effect from 31 October 2005 but by administrative action the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND J.

(380)

SERIAL C4171**HEALTH EMPLOYEES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2500 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete Clause 6, No Extra Claims, of the award published 6 November 1998 (307 IG 29), as varied, and insert in lieu thereof the following:

6. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

2. Delete Table 1 and Table 2 of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Rate from 1.7.2004 4% \$
Medical/Technical Group	
Aides Juniors	
At 16 years and under	363.50
At 17 years	418.90
At 18 years	474.90
At 19 years	540.70
At 20 years	593.00
Aides Adults	
1st year	630.40
2nd year	642.60
Thereafter	655.30
Technical Assistant Junior	
At 16 years	363.50
At 17 years	418.90
At 18 years	478.00
At 19 years	540.70
At 20 years	593.00

Technical Assistant Adult Grade 1	
1st year	642.60
2nd year	655.30
Thereafter	670.40
Technical Assistant Adult Grade 2	
1st year	655.30
2nd year	670.40
Thereafter	682.20
Trainee Cytology Scanner	
Under 18 years of age	464.90
At 18 years and over	593.70

On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.

Cytology Scanner	
1st year	655.30
2nd year	670.40
Thereafter	682.20
Pharmacy Assistant - Grade 1	
1st year	655.30
2nd year	670.40
3rd year	682.20
4th year	701.20
Pharmacy Assistant - Grade 2	
1st year	701.20
2nd year	718.10
Pharmacy Technician-Grade 1	
1st year	701.20
2nd year	718.10
3rd year	734.20
4th year	751.80
Pharmacy Technician-Grade 2	
1st year	768.20
2nd year	797.20
3rd year	823.10
4th year	845.80
Pharmacy Technician-Grade 3	
1st year	904.10
2nd year	935.60
Pharmacy Technician-Grade 4	
1st year	967.00
2nd year	1,028.00
Sterilisation Technician-Grade 1	
1st year	655.30
2nd year	670.40
3rd year	701.20

Sterilisation Technician-Grade 2	
1st year	718.10
2nd year	734.20
3rd year	751.80
Sterilisation Technician-Grade 3	
1st year	768.20
2nd year	797.20
Post Mortem Assistant - 200 Post Mortems p.a.	
1st year	797.30
2nd year	823.40
3rd year and thereafter	846.70
Sen. Post Mortem Assist-W/mead	936.00
Museum Technician	
1st year	648.50
2nd year	660.80
3rd year	673.50
4th year and Thereafter	686.90
Animal Technician	
1st year	648.50
2nd year	660.80
3rd year	673.50
4th year	686.90
Animal attendant	643.70
Research Mechanic	661.90
Operations Assistant	
Chief	711.90
Senior	688.40
Others - first 3 years	657.20
Other - Subsequent years	675.30

Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.

Trainee Operations Assistant	
1st year	416.10
2nd year	506.40
3rd year	575.60
Provided that no Trainee at 21 years of age or over shall be paid less than the 3rd year rate. On completion of three years' training, a Trainee shall be classified as Assistant.	
Anaesthetic and Operating Theatre Technician	
Without Diploma	682.20
With Diploma	719.00
Senior Anaesthetic Technician	741.70
Senior Anaesthetic Technician- R.P.A. Hosp.	761.70

Technical Controller Processing - R.P.A.H.	
Personal Present Occupant Only	676.70
Institute of Tropical Medicine-Prince Henry	
Attendant	650.80
Attendant in Charge	676.20
Surgical Instrument Repairer	661.40
Patient Support Assistant-Central Coast Area Health Service	
1st year	629.40
Thereafter	634.20
Patient Services Assistant-Western Sydney Area Health Service	
Grade 1	616.70
Grade 2	629.40
Support Services Officer-Northern Sydney and Western Sydney Area Health Service	642.60
Wardsperson	
1st year	629.40
Thereafter	634.20
Chief Wardsperson	
1st year	662.70
Thereafter	668.30
Senior Chief Wardsperson	
1st year	681.70
Thereafter	686.50
Surgical Dresser	
1st year	637.30
2nd year	642.80
Thereafter	650.80
Surgical Dresser - S.T.D. Clinic	
1st year	642.80
Thereafter	658.30
Chief Surgical Dresser	
1st year	670.80
2nd year	676.70
Thereafter	684.90
Senior Chief Surgical Dresser	
1st year	689.50
2nd year	695.80
Thereafter	703.60
Surgical Dresser - Royal North Shore Hospital	
1st year	654.40
2nd year	660.30
3rd year	668.40

Senior Chief Surgical Dresser - RNSH	
1st year	720.60
2nd year	727.00
3rd year	735.60
Chief Surgical Dresser - RNSH	
1st year	701.50
2nd year	707.10
3rd year	715.70
Heart/Lung Technician	737.40
Heart/Lung Assistant	695.80
ECG Recorder/Technician	
1st and 2nd year	682.20
3rd year and Thereafter	696.10
Senior ECG Recorder/Technician	
In Charge 2 or more employees	715.10
Trainee ECG Recorder/Technician	
At 16 years and under	369.60
At 17 years	437.60
At 18 years	494.40
At 19 years	562.10
At 20 years	593.80
At 21 years	628.40
Neurophysiological Technician	
1st and 2nd year	719.00
3rd year and Thereafter	741.70
Senior Neurophysiological Technician	
In Charge of 2 or more employees	761.70
St George, New Childrens, RNSH, Royal Newcastle	823.10
RPAH, POW, PHH, Westmead	904.10
Trainee Neurophysiological Technican	
At 16 years	369.60
At 17 years	434.10
At 18 years	494.40
At 19 years	562.10
At 20 years	593.80
At 21 years	628.40

Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.

Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Health Administration Corporation to be appropriate.

Domestic Group

Trainee Catering Officer Junior	
At 16 years and under	370.20
At 17 years	424.30
At 18 years	479.60
At 19 years	542.00
At 20 years	592.70
Trainee Catering Officer Adult	
1st year	643.20
2nd year	657.20
Thereafter	673.10
Surgical Bootmaker	
In charge of other Bootmakers/Repairers	740.40
Otherwise	725.50
Surgical Boot Repairer	
	712.20
Chef	
Grade A	704.20
Grade B	688.60
Grade C	673.50
Cook	
Grade A	660.50
Grade B	644.80
Linen Supply Officer	
Under 300 Beds	638.60
300 Beds but less than 500 Beds	656.40
500 Beds and over	675.50
Foreperson	
Grade A	675.50
Grade B	656.40
Grade C	638.60
Assistant Foreperson	
	627.30
Hospital Assistant	
Grade 1 - Junior	505.80
Grade 1 - Adult	593.70
Grade 2 - Adult	607.20
Grade 3 - Adult	616.70
Sewing Room Supervisor	
In charge of 2-6 Dressmakers / Seamstresses	632.00
In charge of 7-11 Dressmakers / Seamstresses	639.50
In charge of 12 or more Dressmakers / Seamstresses	647.30

Housekeeper/Domestic Supervisor - not I/C Food Services	
Under 100 beds	641.60
100 beds but less than 200 beds	646.20
200 beds but less than 300 beds	652.00
300 beds but less than 400 beds	658.30
400 beds but less than 500 beds	671.80
500 beds and over	684.90
Home Supervisor	
100 beds but less than 200 beds	616.80
200 beds but less than 300 beds	635.60
300 beds but less than 400 beds	641.60
400 beds but less than 500 beds	650.40
500 beds and over	656.30
Maintenance/General Group	
Maintenance Supervisor (Non Tradesman)	
In charge of staff	762.40
Otherwise	743.50
Boiler Attendant	
Maintenance of Plant	644.90
Otherwise	637.70
Fireman	607.20
Motor Vehicle, Ambo and/or Bus Driver	
Up to 2950 Kilograms	641.80
Over 2950 Kg & up to 4650 Kg	646.50
Over 4650 Kg & up to 6250 Kg	651.20
Over 6250 Kg & up to 7700 Kg	655.10
Over 7700 Kg & up to 9200 Kg	659.50
Over 9200 Kg & up to 10800 Kg	662.50
Over 10800 Kg & up to 12350 Kg	666.40
Over 12350 Kg & up to 13950 Kg	669.80
Over 13950 Kg & up to 15500 Kg	673.50
Over 15500 Kg & up to 16950 Kg	675.30
Over 16950 Kg & up to 18400 Kg	676.90
Over 18400 Kg & up to 19750 Kg	678.00
Over 19750 Kg & up to 21100 Kg	679.60
Over 21100 Kg & up to 22450 Kg	682.70
Trainee Patient Transport Officer	641.80
Patient Transport Officer	670.60
Fire Safety Officers	
Level 1 - Over 700 beds	1,101.60
Level 2 - 300-700 beds	980.40
Level 3 - Less than 300 beds	871.00
Gardening Staff	
Head Gardener Without Certificate	666.10
Head Gardener With Certificate	708.80
Gardener Without Certificate	628.30
Gardener With Certificate	646.70

Vocational Instructor - Rehab (Tradesman)	
1st year	792.40
2nd year	803.20
3rd year and Thereafter	813.30
Vocational Training Officer (Non-Trade)	
1st year	718.60
2nd year	729.20
3rd year and Thereafter	740.00
Health and Security Assistant	675.50
Security Officer	642.60
Printing Operators - Junior	
Under 17 years	340.20
At 17 years	402.00
At 18 years	461.40
At 19 years	525.00
At 20 years	576.40
Printing Operators - Adult	
1st year	700.60
2nd year	705.80
3rd year	709.90
Printing Operators	
O.I.C Prince Henry Hospital	731.70
Child Care Workers - Junior - incl Play Leaders	
At age 17	495.20
At age 18	517.60
At age 19	537.40
At age 20	556.00
Child Care Workers - Junior with Certificate	
1st year of experience	591.30
2nd year of experience	602.90
3rd year of experience	625.90
Child Care Worker - Adult	
1st year	597.90
2nd year	608.80
3rd year	631.80
4th year	642.70
5th year	655.30
6th year	670.40
Thereafter	682.20
Diversional Therapist with Diploma	
1st year	648.20
2nd year	686.50
3rd year	724.50
4th year	762.50
5th year	798.90

Diversional Therapist without Diploma	
1st year	642.60
2nd year	655.30
3rd year	670.40
Tyre Fitter	630.80
Ambulance Support Officer	605.80
Apprentices	
Apprentice Cook	
1st six months	322.70
2nd six months	451.60
3rd six months	516.20
4th six months	548.40
5th six months	581.50
6th six months	612.90
Appr. completion of 1st Yr exams	1.40
Appr. completion of 2nd Yr exams	3.60
Appr. completion of 3rd Yr exams	4.80
Apprentice Gardener	
1st Year	331.60
2nd Year	394.40
3rd Year	520.90
4th Year	584.00
Appr. completion of 1st Yr exams	1.40
Appr. completion of 2nd Yr exams	3.60
Appr. completion of 3rd Yr exams	4.80

Table 2 - Allowances

Allowance	Rate From 1.7.2004 4% \$
Special Allowance Post Mortem Assistants & Senior Post Mortem Assistants (Westmead)	64.70
Senior Laundry Staff -Tech. Cert.	8.30
Leading Hand I/C 2 to 5 employees	22.00
Leading Hand I/C 6 to 10 employees	31.30
Leading Hand I/C 11 to 15 employees	39.90
Leading Hand I/C 16 to 19 employees	48.90
Automatic Rotary Press operation/hr or part	0.40
Housekeeper/Domestic Supervisor S'vise Nurse/ Domestic Home	6.00
Boiler Attendant's Certificate -other employee (p/week)	5.60
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	13.10
Boiler Attendant/Fireman - Specified Hospitals (p/week)	33.60
Additional Duties - Boiler Attendant/Fireman	15.50
Ancillary Fire Safety Duties-100 beds or more	27.80
Ancillary Fire Safety Duties - Less than 100 beds	12.60
Gardener with/out Certificate - I/C 2 or more employees	22.00

3. The variation takes effect from 31 October 2005 but by administrative action these rates become payable from the first full pay period to commence on or after 1 July 2004.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

HOSPITAL SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services Union, industrial organisation of employees.

(No. IRC 2487 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Rename in clause 1, Arrangement, of the award published 18 January 2002 (330 IG 837), as varied, the clause title 32, Maternity and Adoption Leave, to read as "Clause 32, Maternity, Adoption and Parental Leave".

32. Maternity, Adoption and Parental Leave

2. Delete subclause (iii) of Clause 3, Grading of Officers and insert in lieu thereof the following:

- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year.

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years experience concurrent with or after the last two years of the course, - 3rd year.

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the officer is engaged.

3. Delete Clause 14, Long Service Leave, and insert in lieu thereof the following:

14. Long Service Leave

- (i)

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

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

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

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

- (ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.

- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

where an officer, after ceasing employment in a hospital is re-employed in a hospital subsequent to 1st January 1973, any service of the office before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to him/her in respect of his/her service after he/she was so re-employed.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
- (2) any period of part-time service, except permanent part-time service, as provided for in subclause (ix).

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

- (a) on full pay;
- (b) on half pay; or
- (c) on double pay.

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

- (a) a period of leave on full pay - the number of days so taken;
- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.

- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.

- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.

(vii)

- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

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

- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and/or HAC Determination.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -
- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (viii) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

4. Insert after clause 31, Board and Lodgings, the following new clause:

32. Maternity, Adoption and Paternity Leave

A. Maternity Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act, 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis:
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act* 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act* 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act* 1996, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
 - (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.
- (ii) Entitlement
- (a) Paid Adoption Leave
- Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- Paid adoption leave may be paid:
- on a normal fortnightly basis; or
 - in advance in a lump sum; or
 - at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.
- Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
- (b) Unpaid Adoption Leave
- Eligible employees are entitled to unpaid adoption leave as follows: -
- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (iii) Applications
- Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (iv) Variation after Commencement of Leave
- After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (v) Staffing Provisions
- As per maternity leave conditions.
- (vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc
- As per maternity leave conditions.

(vii) Return for Less than Full Time Hours

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -
- After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.
- As per maternity leave conditions.
- (vii) Right to return to Previous Position
- As per maternity leave conditions.

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 and/or HAC Determination.
- (b) Liability for Superannuation Contributions
- During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.
- 5 Delete Table 1, Allowances, of Part B and insert in lieu thereof the following:

Table 1 - Allowances

Item No.	Clause No.	Description	Rate from 1.7.2004 \$
1	7	On call - per 24 hours or any part thereof	8.00

2	10	Meal Allowance for overtime (a) Breakfast at or before 6.00 a.m. (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 p.m. (c) Lunch beyond 2.00 p.m. Saturdays, Sundays or Holidays	19.75 19.75 19.75
3	20(iii)(iv)	Uniform and Laundry Allowance - Uniform - Laundry	2.30 2.40
4	21(i)(ii)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 214(i)) Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 21(ii))	3.40 p/week 6.80 p/week

6. The variations takes effect from 31 October 2005 but by administrative action the rates in Table 1 become payable from the first full pay period to commence on or after 1 July 2004; while the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND J.

Printed by the authority of the Industrial Registrar.

(532)

SERIAL C4185

**PUBLIC HOSPITALS (PROFESSIONAL AND ASSOCIATED STAFF)
CONDITIONS OF EMPLOYMENT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Health Services, industrial organisation of employees.

(No. IRC 2502 of 2005)

Before The Honourable Justice Boland

31 October 2005

VARIATION

1. Delete the Arrangement of the Award published 18 January 2002 (330 IG 908), and insert in lieu thereof the following:

ARRANGEMENT

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Roster of Hours
4.	Climatic and isolation allowance
5.	Part-time Employees
6.	Board and Lodging
7.	Relieving Other Members of Staff
8.	Overtime
9.	Penalty Rates for Shift Work and Weekend Work
10.	Meals
11.	Public Holidays
12.	Annual Leave
13.	Long Service Leave
14.	Sick Leave
15.	Payment and Particulars of Salary
16.	Termination of Employment
17.	Accommodation and Amenities
18.	Inspection of Lockers of Officers
19.	Uniforms and Protective Clothing
20.	Promotions and Appointments
21.	New Positions
22.	Notice Board
23.	Mobility, Excess Fares and Travelling
24.	Disputes
25.	Personal/Carer's Leave, Family & Community Services Leave
26.	General Conditions
27.	Maternity, Adoption and Parental Leave
28.	Union Representative
29.	Blood Count
30.	Exemptions
31.	Leave Reserved
32.	Anti-Discrimination
33.	Redundancy-Managing Displaced Employees

34	Labour Flexibility
35	Salary Packaging
36	Salary Sacrifice to Superannuation
37	Reasonable Hours
38.	No Extra Claims
39.	Induction and Orientation
40.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates and Allowances

2. Delete Clause 13, Long Service Leave and insert in lieu thereof the following:

13. Long Service Leave

(i)

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

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

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

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

(ii) For the purposes of subclause (i) of this clause:

- (a) service shall mean continuous service in one or more hospitals. For the purpose of this paragraph, continuous service shall have the same meaning as in the *Transferred Officers' Extended Leave Act, 1961*.
- (b) Broken periods of service in one or more hospitals shall count as service subject to the following:

where an officer, after ceasing employment in a hospital is re-employed in a hospital after he/she has attained the age of sixty years, any service of the office before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to him/her in respect of his/her service after he/she was so re-employed.

- (c) Service shall not include -
- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
 - (2) any period of part-time service arising from employment under Part II, of clause 5, Part-time Employees, except as provided for in subclause (ix).
- (iii) An employee with an entitlement to long service leave may elect to access such entitlement:
- (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination provided that where an employee is transferring from one hospital to another he/she may, if he/she so desires and by agreement with his/her present employer and his/her proposed employer, be allowed to retain his/her credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years service as an adult and less than ten years service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

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

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

- (viii) The provisions of subclauses (i) to (v) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 5, of this Award). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955*, and/or HAC Determination.
- (ix) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.
- (x) Except as provided for in subclause (xi) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xi) The following provisions shall apply only to employees employed in a hospital at 1 January, 1973:
 - (a) An employee who -
 - (1) has had service in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 4, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
 - (b) An employee employed -
 - (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in sub-clause (ix) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

3. Delete Clause 27, Maternity and Adoption Leave, and insert in lieu thereof the following:

27. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with New South Wales public sector organisations which are included in the schedule of the *Transferred Officers Extended Leave Act 1961*, will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement

Eligible employees are entitled to paid maternity leave as follows: -

- (a) Paid Maternity Leave - an employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

- (b) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iv) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vi) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 69 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xi) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) Right to return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xiv) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

the period is to be limited to 12 months after which full time duties must be resumed;

the employee is to make an application for leave without pay to reduce her full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given;

the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;

salary and other conditions of employment are to be adjusted on a basis proportionate to the employees full time hours of work i.e., for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

B. Adoption Leave

(i) Eligibility

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

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

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

(ii) Entitlement

(a) Paid Adoption Leave

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

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

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

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

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

(iii) Applications

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

(iv) Variation after Commencement of Leave

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

(v) Staffing Provisions

As per maternity leave conditions.

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

As per maternity leave conditions.

(vii) Return for Less than Full Time Hours

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

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

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

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

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

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

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

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

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -
- After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.
- As per maternity leave conditions.
- (vii) Right to return to Previous Position
- As per maternity leave conditions.

NOTE:

- (a) The entitlement to Maternity, Adoption and Parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 5 in this award), along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or HAC Determination.
- (b) Liability for Superannuation Contributions
- During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.
4. Insert after clause 37, Reasonable Hours, the following new clause:

38. No Extra Claims

The Memorandum of Understanding between the Health Administration Corporation and the Union dated 24 December 2004 establishes the extent of any further claims that may be pursued by the Union as set down in Clause 5, Allowable and No Extra Claims, of that Memorandum.

5. Delete paragraph (c) of subclause 2, of clause 35, Salary Packaging, and insert in lieu thereof the following:
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in the appropriate Salaries clause of the applicable award, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits
6. Delete Table 1, Rates and Allowances, of Part B, Monetary Allowances, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates and Allowances**

Item No.	Clause No.	Description	Rate From 1.7.2004 \$
1	4 (i)	Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc (see clause 4(i))	3.40 p/week
2	4 (ii)	Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc. (see clause 4(ii))	6.80 p/week
3	10(ii)(a)	Breakfast Allowance	19.75
4	10(ii)(b)	Evening Meal Allowance	19.75
5	10(ii)(c)	Luncheon Allowance	19.75
6	19(i)(c)	Uniform Allowance - (per week)	1.30
7	19(i)(d)	Laundering Allowance - (per week)	2.60

7. This variation takes effect from 31 October 2005 but by administrative action the rates in Table 1 become payable from the first full pay period to commence on or after 1 July 2004; while the amended Long Service and Maternity, Adoption and Parental Leave provisions take effect from 1 January 2005.

R. P. BOLAND J.

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(687)

SERIAL C4136

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 4538 of 2005)

Before The Honourable Justice Marks

24 October 2005

VARIATION

1. Delete sub-clauses (vi), (vii) and (viii) of clause 2, Cartage Rates of the determination, published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:

(vi) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum reduction of 3.63% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

(vii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to sub-clause 2(vi).

(viii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clauses 2(vi) and (vii).

2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

SCHEDULE 1

QUANTITY/DISTANCE AND HOURLY HIRE RATES

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.396	Per Tonne
A		0.200	Per Tonne
B		0.182	Per Tonne
C		0.171	Per Tonne
D		0.154	Per Tonne
E		0.145	Per Tonne
F		0.137	Per Tonne
G		0.130	Per Tonne

H	Large Material	1.022	Per Tonne
I	Large Material 600+ material	1.728	Per Tonne
Hourly Rates - non permitted in external dumping			
J	2 Axle Vehicle	46.81	Per Hour
K	3 Axle Vehicle	56.32	Per Hour
L	4 Axle Vehicle	65.30	Per Hour
M	5 Axle Vehicle	84.15	Per Hour
N	6 Axle Vehicle	89.00	Per Hour
Hourly rates for vehicles involved in internal dumping			
O	2 Axle Vehicle	61.90	Per Hour
P	3 Axle Vehicle	64.77	Per Hour
Q	4 Axle Vehicle	75.10	Per Hour
R	5 Axle Vehicle	96.80	Per Hour
S	6 Axle Vehicle	100.98	Per Hour

3. Delete Schedule 1: Procedures, Schedule 2: Cost Component Formula, and Schedule 3, Benchmarks, of Annexure "B", Rise and Fall Formula, and insert in lieu thereof the following:

SCHEDULE 1

PROCEDURES

1. Variations to the rates detailed in Annexure "A" shall be made by the Industrial Relations Commission of New South Wales upon application.
2. Variations shall be established by ascertaining the percentage change in the various cost components contained at Schedule 3, Benchmarks from the time the last variation of the rates was calculated to the specified Review Date:
 - 2.1 The Review Date shall be:
 - 1 June.
 - 2.2 If for any reason a relevant figure is not available or obtained at the Review Date the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figure at the Review Date and the figure used as calculated above.
 - 2.3 The latest available figures for each component will then be expressed as a percentage increase of the figure last used for that component in the previous rise and fall calculation.
 - 2.4 The Percentage Increase/Decrease calculated for each component is then to be applied to the percentage of total cost of that component to drive the new percentage of Total Cost figure.
 - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at 1 June. All rates for symbols F.F. and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.
 - 2.6 Following each application of the formula, the cost components shall be re-weighted to indicate the new percentage.

- 2.7 If the non-labour cost components increase between adjustments to the extent that it causes an increase to the total rate of 3 percent or more, then an interim adjustment to the rates may be applied for and made.
3. The resulting percentage change shall be applied to all rates in Schedule 1 of Annexure "A" hereto.
 4. A variation to the rates shall not be retrospective in operation.
 5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the Review Date), provided that principal contractors have sufficient time to give appropriate notice to their customers.
 6. The parties shall confer with a view to reaching agreement on any application for adjustment to the rates.

SCHEDULE 2

COST COMPONENT FORMULA

Cost Component	Percentage of Cost
Wages including Maintenance Labour	33.226
Fuel and Oil	22.100
Repair Parts	12.115
Tyres	3.888
Depreciation	11.073
Registration	2.623
Other Fixed Costs	14.990
TOTAL	100.000

SCHEDULE 3

BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed base at 1 June 2004	Source of figures to be used
Labour	Transport Industry Quarried Materials State Award Grade 2, Vehicle Class3, Certified	\$564.80	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	Caltex Metro Card Price, per litre of Diesel for NSW, excluding GST	118.35 cents per litre (130.19 cents per litre less 1/11th GST)	Caltex's Internet home page at www.caltex.com.au/pricing/cardpricing.html
Repair parts	ABS Consumer Price Index(CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	144.0	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2005
Tyres	ABS Consumer Price Index(CPI), Transportation	115.6	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2005

	Group, Private Motoring Motor vehicle parts and accessories		
Depreciation	ABS Consumer Price Index(CPI), Transportation Group, Private Motoring Motor vehicles	100.3	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2005
Registration	Registration and Green Slip Insurance Cost (no excess cost) of a 3 axle truck, with out trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonne	\$3,895.45 Registration =\$866.00 (GST exclusive) made up of: \$49 -Rego Fee(no GST) \$668 - Road Usage Charge (no GST) \$164 - Heavy Vehicle Inspections (including GST) Green Slip =\$3,332.39 (including GST) Total =\$3895.45 (excluding GST)	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
Other Fixed Costs	ABS Consumer Price Index(CPI), Sydney All Groups	148.2	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2004

4. This variation shall take effect on and from 4 November 2005.

F. MARKS J.

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of Australia, New South Wales Branch, industrial organisation of employees.

(No. IRC 5002 of 2005)

Before The Honourable Justice Marks

18 October 2005

VARIATION

1. Delete Schedule 1 - Rates of Remuneration of the Contract Determination published 19 December 1984 (235 I.G. 1611), as varied, and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

- (i) It is expressly noted that the rates of remuneration in Schedules 1 and 4 have accounted, and include payment, for the following factors:
 1. Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 2. Overtime-in excess of 40 hours each week.
 3. Annual Leave.
 4. Long Service Leave.
 5. Public Holidays.
 6. Picnic Day.
 7. Sick Leave.
 8. Return on capital invested.
 9. Depreciation.
 10. Lease Costs.
 11. Registration and compulsory third party insurance.
 12. Comprehensive insurance.
 13. Public liability insurance.
 14. Personal accident insurance.
 15. Administrative overheads.
 16. Fuel.

17. Oil.
18. Tyres.
19. Repairs and maintenance.
20. Industry-specific allowances.

(ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

(iii) If a carrier is:-

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clause (ii) of this Schedule.

Table One - Vehicle Rates**(Where the Energy Grants (Credits) Scheme is applicable)**

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 1 year, up to 3 yrs)	
Carrying Capacity	Hourly Standing Rate \$	Running Rate (cents per km)	Hourly Standing Rate \$	Running Rate (cents per km)	Hourly Standing Rate \$	Running Rate (cents per km)
Rigid Vehicle only: Less than 2 Tonnes	N/A	N/A	N/A	N/A	N/A	N/A
Not less than 2 and not greater than 5 tonnes	29.57	38.60	25.68	38.60	20.67	38.71
Not less than 5 and not greater than 8 tonnes	34.92	49.74	29.33	50.03	22.12	50.12
Not less than 8 and not greater than 10 tonnes	40.76	60.49	33.34	61.46	28.17	61.55
Not less than 10 and not greater than 12 tonnes	54.51	85.66	42.16	83.69	34.06	84.31
Not less than 12 and not greater than 14 tonnes	70.66	107.47	52.61	108.00	40.98	107.77
14 tonnes and over	78.77	127.97	57.95	126.21	43.96	126.58
Prime Mover						
Single Axle Drive	57.12	116.18	44.09	116.79	35.78	117.07
Bogie Axle Drive	81.02	133.67	59.58	133.45	45.14	133.74

Table Two - Vehicle Rates**(Where the Energy Grants (Credits) Scheme does not apply)**

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 1 year, up to 3 years)	
Carrying Capacity	Hourly Standing Rate \$	Running Rate (cents per km)	Hourly Standing Rate \$	Running Rate (cents per km)	Hourly Standing Rate \$	Running Rate (cents per km)
Rigid Vehicle only:						
Less than 2 tonnes	26.2	36.04	22.45	36.73	-	-
Not less than 2 and not greater than 5 tonnes	29.57	41.46	25.68	41.52	20.67	41.6
Not less than 5 and not greater than 8 tonnes	34.92	53.19	29.33	53.68	22.12	50.92
Not less than 8 and not greater than 10 tonnes	40.76	64.12	33.34	65.65	28.17	62.58
Not less than 10 and not greater than 12 tonnes	54.51	91.73	42.16	89.07	34.07	85.78
Not less than 12 and not greater than 14 tonnes	70.66	114.66	52.61	115.04	41	109.47
14 tonnes and over	78.77	137.32	57.95	134.64	43.98	128.68
Prime Mover						
Single Axle Drive	57.12	124.21	44.09	125.3	35.79	118.96
Bogie Axle Drive	81.02	142.86	59.58	142.57	45.15	135.95

2. Delete Schedule 3 - Additional Amounts, and insert in lieu thereof the following:

SCHEDULE 3

Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle - \$ 16.20 per day

Dual Axle - \$ 21.25 per day

Tri Axle - \$ 26.13 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$ 3.29 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$2.48 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity : \$3.94 per day

Up to and including 6,000 lbs. capacity: \$5.38 per day.

Side-Loading Devices :

\$17.37 per day

3. Delete Schedule 4 - Container Depots and Waterfront Areas, varied, and insert in lieu thereof the following:

SCHEDULE 4

Container Depots And Waterfront Areas

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination.

Provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows.

- (i) Where: -

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

- (ii) If a carrier is:-

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall the pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clause 2(ii) of this Schedule.

Class of Vehicle Rigid Vehicle Only (Carrying Capacity)	Rate A \$	Rate B \$
Not less than 8 and less than 10 tonnes	36.72	38.83
Not less than 10 and less than 12 tonnes	44.80	47.17
Not less than 12 and less than 14 tonnes	53.91	56.80
14 Tonnes and over	59.51	62.67
Single - axle Prime Mover	51.16	54.15
Bogie Axle Prime Mover	61.40	64.73

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance :

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used :-

40 ft Skel trailer - \$42.84 per day

40 ft General Purpose trailer - \$42.84 per day

Dog or Pig trailer - \$32.05 per day

Pup trailer - \$21.40 per day

20 ft Skel trailer - \$38.55 per day

4. Towing rates :

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed :-

40 ft trailer - \$2.22 per hour

Dog/Pig trailer - \$4.39 per hour

Pup trailer - \$3.24 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 18 October 2005.

F. MARKS J.

ELURA MINES ENTERPRISE (CONSENT) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, industrial organisation of employees.

(No. IRC 4369 of 2003)

Before The Honourable Justice Walton, Vice-President

2 August 2004

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Elura Mines Enterprise (Consent) Award 2001 made 11 September 2003, be rescinded on and from 3 August 2004.

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

Printed by the authority of the Industrial Registrar.

SERIAL C4347

RETAIL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees.

(Nos. IRC 6390 of 2005)

Mr Deputy President Sams

14 December 2005

ORDER

The Commission orders that -

1. The Retail Employees (State) Industrial Committee (Section 1) published 23 June 2000 (316 I.G. 872), be extended for a further three years.
2. This order shall take effect on and from 14 December 2005.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4348

RETAIL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Shop, Distributive and Allied Employees Association, New South Wales, industrial organisation of employees.

(No. IRC 6389 of 2005)

Mr Deputy President Sams

14 December 2005

ORDER

The Commission orders that -

1. The Retail Employees (State) Industrial Committee (Section 2) published 23 June 2000 (316 I.G. 878), be extended for a further three years.
2. This order shall take effect on and from 14 December 2005.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4359

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA06/50 - Cochlear Limited Enterprise Partnership Agreement 2005**

Made Between: Cochlear Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA03/171.

Approval and Commencement Date: Approved and commenced 27 January 2006.

Description of Employees: The agreement applies to permanent full-time and part-time employees employed by Cochlear Limited, who are employed in a classification covered by a production grade in Schedule A of this agreement and who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 17 Months.

EA06/51 - Murray Irrigation Limited Enterprise Agreement 2005

Made Between: Murray Irrigation Limited -&- the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Australian Workers' Union, New South Wales, Transport Workers' Union of New South Wales.

New/Variation: Replaces EA03/173.

Approval and Commencement Date: Approved and commenced 2 November 2005.

Description of Employees: The agreement applies to all employees employed by Murray Irrigation Limited, located at 443 Charlotte Street, Deniliquin NSW 2710, who are engaged in a classification as per Schedules 1-3 of this agreement, who fall within the coverage of the Murray Irrigation Limited Consent Award 2004.

Nominal Term: 36 Months.

EA06/52 - Maintenance Employees Wild Destruction Board Enterprise Agreement 2002

Made Between: Wild Dog Destruction Board -&- Alex Andriessen, Sharon G Dixon, Walter H Egerer, Kevin Geale, Kevin Inglis, Larry Johnston, Leonard Mohr, Grant W O'Neil, William O'Neill, Mark Tilley, Chris Waterton.

New/Variation: Replaces EA02/370.

Approval and Commencement Date: Approved and commenced 4 December 2005.

Description of Employees: The agreement applies to all employees employed by Wild Dog Destruction Board, located at Adelaide Road, Broken Hill NSW 2880.

Nominal Term: 36 Months.

EA06/53 - Westgate Logistics (NSW) Enterprise Agreement 2004

Made Between: Westgate Logistics Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 31 October 2005 and commenced 1 December 2004.

Description of Employees: The agreement applies to all employees employed by Westgate Logistics Pty Ltd, located at Level 4, 650 Lorimer Street, Port Melbourne VIC 3207, and to all of the transport and/or distribution operations of the Company located in the state of New South Wales, who fall within the coverage of the following awards: the Transport Industry (State) Award, Transport Industry - Redundancy (State) Award and the Transport Industry (State) Superannuation Award (No.2)

Nominal Term: 24 Months.

EA06/54 - Red Australia Equipment Sydney Branch Enterprise Agreement 2005

Made Between: Red Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

New/Variation: Replaces EA03/235.

Approval and Commencement Date: Approved and commenced 17 January 2006.

Description of Employees: The agreement applies to all field and workshop technicians employed by Red Australia Equipment Pty Ltd, located at 7 Welder Road, Seven Hills NSW 2147, in respect to the Sydney operations, who are engaged in any of the occupations, industries and callings specified in the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 22 Months.

EA06/55 - Tamworth Regional Council Electricians Enterprise Agreement 2005-2008

Made Between: Tamworth Regional Council -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved 20 February 2006 and commenced 7 December 2006.

Description of Employees: The agreement applies to all Technical Trades and Professional employees employed by Tamworth Regional Council, located at 437, Peel Street, Tamworth, at all locations, who fall within the coverage of the Local Government (Electricians) (State) Award.

Nominal Term: 36 Months.

EA06/56 - Sydney Markets Limited Enterprise Agreement 2006

Made Between: Sydney Markets Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved 2 February 2006 and commenced 27 January 2006.

Description of Employees: The agreement applies to all employees employed by Sydney Markets Limited, who fall within the coverage of the Sydney Markets Award 2003.

Nominal Term: 36 Months.

EA06/57 - Lowan Whole Foods Picton Site Agreement 2004

Made Between: Lowan Australia Limited -&- the National Union of Workers, New South Wales Branch.

New/Variation: Variation to EA04/172

Approval and Commencement Date: Approved and commenced 26 May 2005.

Description of Employees: The Agreement applies to all production staff of Lowan Australia Ltd, 826 Whitehorse Road, Box Hill, Vic. 3128 who are employed at the Picton site and who fall with the coverage of the Biscuit and Cake Makers (State) Award

Nominal Term: 11 Months.

EA06/58 - Bartter Enterprises Marsden Park and the Australasian Meat Industry Employees Union NSW Branch Enterprise Agreement 2005

Made Between: Bartters Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

New/Variation: Replaces EA03/34.

Approval and Commencement Date: Approved 12 December 2005 and commenced 1 July 2005.

Description of Employees: The agreement applies to all production warehousing and distribution employees of Bartter Enterprises Pty Ltd at the distribution centre at Marsden Park who fall within the coverage of the Poultry Industry Preparation (State) Award.

Nominal Term: 36 Months.

EA06/59 - Metromix Tipper Drivers Enterprise Agreement 2004-2007

Made Between: Metromix Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/84.

Approval and Commencement Date: Approved 4 November 2005 and commenced 1 December 2004.

Description of Employees: The agreement applies to all employees employed by Metromix Pty Ltd located at 4/107 Philip Street, Parramatta, NSW who are employed to drive tipper vehicles carrying quarried materials, who fall within the coverage of the Transport Industry - Quarried Materials (State) Award.

Nominal Term: 36 Months.